

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
May 13, 2025
Regular Meeting - 8:30 PM to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 894 6632 3711
3. Passcode: 161327

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. Follow Zoom details listed above.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the March 25, 2025, April 8 and 22, 2025 regular meeting as presented.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Community Development Department

SUBJECT: Private Parking Ordinance. (20 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council adopt a Private Parking Ordinance that would add Division 3 to Article IV, Chapter 8 of the Oxnard City Code (Oxnard City Code Sections 8-61.1 to 8-61.11).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/myTkWodoWJQ>

Contact: Jeff Pengilley, (805) 385-8208

2. Housing Department

SUBJECT: Acquisition of Unimproved Real Property located at 5230 Cypress Road and 5208 Cypress Road. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development

Committee recommend the City Council:

1. Approve a Purchase and Sale Agreement (A-8585) for the acquisition of unimproved real property located at 5230 Cypress Road and 5208 Cypress Road for zero dollars (\$0), and authorize the Housing Director or designee to execute any and all documents necessary to complete the acquisition; and
2. Authorize a budget appropriation in the amount of \$30,000 from the Affordable Housing In-Lieu Fees Fund to pay for transaction fees, due diligence studies, and related costs necessary to complete the purchase.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4yHfFU62Csl>

Contact: Brenda Lopez, (805) 385-8092

3. Cultural & Community Services Department

SUBJECT: Hueneme After School Education Safety Agreement. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute the Partnership Agreement (A-8589) and Memorandum of Understanding (A-8590) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$7,408,328 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 25-26, FY 26-27 and FY 27-28.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/E9glV-u0Pss>

Contact: Terrel Harrison, (805) 385-7994

4. Cultural & Community Services Department

SUBJECT: Oxnard After School Education Safety Agreement. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a one-year agreement (A-8586) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,470,000 to operate the After-School Education and Safety Program with a City match of \$130,000 of in-kind services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/yF3dOtJgYAw>

Contact: Terrel Harrison, (805) 385-7994

5. Cultural & Community Services Department

SUBJECT: Proposed Ordinance Revising the Cultural Arts Commission Powers & Duties. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council adopt an ordinance revising Section 2-131 of the Oxnard City Code related to the Cultural Arts Commission.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/hWnUN-Bg6XI>

Contact: Terrel Harrison, (805) 385-7994

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING &
DEVELOPMENT COMMITTEE AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: May 13, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the March 25, 2025, April 8 and 22, 2025 regular meeting as presented.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Minutes of Community Services, Public Safety, Housing and Development for March 25 2025
2. Minutes of Community Services, Public Safety, Housing and development for April 8 2025
3. Minutes of Community Services, Public Safety, Housing and development for April 22 2025

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
March 25, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:37 p.m., Chair Luis Mc Arthur called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Development Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Luis A. Mc Arthur, Member Bert E. Perello and Member Michaela Perez were present.

Member Perez led the flag salute.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Brenda Lopez, Interim Housing Director; Albert Ramirez, Assistant Housing Director; Alba Marshall, Rent Stabilization & Just Cause Eviction Program Supervisor; and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the March 11, 2025 regular meeting as presented.

No public comments were received.

It was moved by Member Perello, seconded by Chair Mc Arthur, to approve the recommended action as presented. VOTE: Perello, Perez and Mc Arthur voted in favor; the motion passed 3-0.

D. REPORTS

2. Housing Department

SUBJECT: Tenant Anti-Harassment Ordinance. (20 minutes)

RECOMMENDATION:

That the Community Services, Public Safety, Housing & Development Committee:

1. Review and recommend that the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled:
“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS”; and
2. Review and authorize two full-time equivalent (FTE) positions, and the associated budget, as

part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.

Brenda Lopez, Interim Housing Director; Albert Ramirez, Assistant Housing Director; Alba Marshall, Program Manager; Stephen Lewis, Attorney; Elle Mc Carron, Assistant City Attorney; Ken Rozell, Assistant Chief City Attorney; Andrew Gonzalez, Deputy City Attorney; and Ashley Golden, Assistant City Manager were available to answer the committee's questions.

Public comments were received from Janet, Walter Morris, Julio Gomez, Maria Navarro, and Barbara Macri-Ortiz. Discussion ensued among the Committee and staff.

It was moved by Chair Mc Arthur, seconded by Member Perez, to approve the recommended action as presented. VOTE: Perello, Perez, Mc Arthur voted in favor. The motion carried 3-0.

At 9:53 p.m., the Committee voted to continue the meeting discussion past 10:00 p.m.

It was moved by Member Perello, seconded by Member Perez, to approve continuing the meeting past 10:00 p.m. VOTE: Perello, Perez and Mc Arthur voted in favor; the motion passed 3-0.

1. Housing Department

SUBJECT: Just Cause Evictions and Tenant Protections (Just Cause) Code Amendments and Resolution Establishing Administrative Regulations to Implement the Rent Stabilization and Just Cause Ordinances. (20 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee:

1. Review the proposed ordinance that will amend the Oxnard City Code regarding the Just Cause Evictions and Tenant Protect Ordinance, and recommend that the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE"; and
2. Review and recommend that the City Council approve the proposed resolution establishing administrative regulations to implement the provisions of the Just Cause Evictions and Tenant Protections Ordinance and Rent Stabilization Ordinance.

Brenda Lopez, Interim Housing Director; Albert Ramirez, Assistant Housing Director; Alba Marshall, Program Manager; Stephen Lewis, Attorney; Elle Mc Carron, Assistant City Attorney; Ken Rozell, Assistant Chief City Attorney; Andrew Gonzalez, Deputy City Attorney; and Ashley Golden, Assistant City Manager were available to answer the committee's questions.

Public comments were received from Janet, Walter Morris, Julio Gomez, Maria Navarro, and Barbara Macri-Ortiz. Discussion ensued among the Committee and staff.

It was moved by Chair Mc Arthur, seconded by Member Perez, to approve the recommended action as presented and directed staff to come back to the committee with exhibit B after further consultation with the stakeholders. VOTE: Perez, Perello, Mc Arthur voted in favor. The motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 11:40 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
April 8, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:32 p.m., Chair Luis Mc Arthur called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Economic Development Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Luis A. Mc Arthur; Member Bert E. Perello and Member Michaela Perez were present.

Chair Mc Arthur led the flag salute.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jason Zaragoza, Deputy City Attorney; Kathleen Ashmore, Library Manager; Brenda Lopez, Interim Housing Director; and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

D. REPORTS

1. Cultural & Community Services Department

SUBJECT: Library Board City Code Updates (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that City Council adopt an ordinance revising various sections of the Oxnard City Code related to the Library Board.

Jason Zaragoza, Deputy City Attorney and Kathleen Ashmore, Library Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Chair Mc Arthur, seconded by Member Perez, to approve the recommended action as presented. VOTE: Perez, Perello and Mc Arthur voted in favor; the motion carried 3-0.

2. Housing Department

SUBJECT: Historical Remodeling Project at 201 South D Street. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of a \$307,138.71 firm-fixed price contract with Mackone Development, Inc. (Agreement number A-8580) to replace the driveway, walkways, roof and decks at the 201 South D Street.

Brenda Lopez, Interim Housing Director presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Chair Mc Arthur, seconded by Member Perez, to approve the recommended action as presented. VOTE: Perello, Perez and Mc Arthur, voted in favor; the motion carried 3-0.

3. Housing Department

SUBJECT: 2025-2029 Ventura County Regional Consolidated Plan, 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan. (10 minutes)

RECOMMENDATION: The Community Services, Public Safety, and Housing & Development Committee recommends that the City Council:

1. Conduct a public hearing to receive comments from the public regarding the 2025-2029 Ventura County Regional Consolidated Plan, the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development, Office of Community Planning and Development;
2. Approve the 2025-2029 Ventura County Regional Consolidated Plan and the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice;
3. Authorize the City Manager, or his designees, to incorporate any recommended changes resulting from public input to the Ventura County Regional Consolidated Plan, the Ventura County Regional Analysis of Impediments to Fair Housing Choice, and 2025-2026 Annual Action Plan;
4. Approve the 2025-2026 Annual Action Plan and incorporate the final HUD allocations into the Plan and authorize the budget appropriations to fund the administration and activities in the Plan;
5. Authorize the City Manager, or his designees, to make any budgetary adjustments within ten percent, or \$200,000, whichever is greater – per the Citizen Participation Plan of the proposed budget in the 2025-2026 Annual Action Plan that is approved

by City Council; and,

6. Authorize the City Manager, or his designees, to execute HUD agreements and sign all agreements for the implementation of the Ventura County Regional Consolidated Plan, Ventura County Regional Analysis of Impediments to Fair Housing Choice, and Annual Action Plan including subrecipient, interdepartmental, and intradepartmental agreements.

Brenda Lopez, Interim Housing Director presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Chair Mc Arthur, seconded by Member Perez, to approve the recommended action as presented. VOTE: Perello, Perez and Mc Arthur, voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Perello requested a staff report regarding the removal of fluoride from water.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 9:02 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT
COMMITTEE
April 22, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: May 13, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Private Parking Ordinance. (20 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council adopt a Private Parking Ordinance that would add Division 3 to Article IV, Chapter 8 of the Oxnard City Code (Oxnard City Code Sections 8-61.1 to 8-61.11).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/myTkWodoWJQ>

BACKGROUND

Private property owners have historically been limited in their ability to enforce parking regulations with towing as their only recourse. In 2015, Assembly Bill (AB) 451 was signed into law amending California Vehicle Code (CVC) Section 21107.8 to introduce specific requirements that allow cities or counties to authorize regulations by resolution or ordinance for unauthorized parking in privately owned off-street parking facilities that are generally open to the public. AB 451 recognized this issue for cities and counties that have high parking demands and usage and amended the CVC to enforce parking violations on private property.

DISCUSSION

Approval of this ordinance will allow specific types of private parking operators/owners to issue notices of a parking charge (i.e. parking tickets), similar to on-street public parking violations, within their off-street private parking facilities. The introduction of the attached Private Parking Ordinance would aid property owners in addressing unauthorized parking on private property to encourage turnover of parking spaces in high-demand areas.

This proposed ordinance would allow private property owners/operators of commercial retail district and shopping center parking facilities with greater than 200 parking spaces to enforce their private parking management strategies by issuing parking tickets, subject to obtaining a city registration and business tax certificate.

As proposed, each property owner seeking to enforce private off-street parking must submit an application for a registration by the city to ensure compliance with the requirements of the ordinance; however, the city will not be involved in the enforcement process.

ANALYSIS

AB 451 enables the City, through this proposed ordinance, to grant private property owners/operators the ability to manage their private parking facilities under specific conditions and criteria. Operators of private parking facilities in commercial retail districts and shopping centers play a pivotal role in facilitating the usage of parking spaces to enhance the customer experience and maximize business for their tenants. Parking facility operations are established by the owner/operator of each parking facility and are designed to address the unique parking needs of their parking lots to ensure efficient turnover, particularly in high-demand areas. These operational efforts can include establishing maximum parking hours, providing for metered parking, providing security to monitor parking lots, and enforcement of towing of vehicles. The ability of parking facility operators to enforce the operational parking management strategies by charging for parking violations will be enabled by this ordinance. This ordinance would encourage parking turnover to increase parking availability for greater economic activity within the commercial retail and shopping districts in the City of Oxnard.

Parking Requirements

Under this proposed ordinance, the number of Oxnard City Code required off-street parking spaces and the layout of the parking facilities would not change.

Proposed Private Parking Ordinance

The proposed Private Parking Ordinance will provide the structure and tools for larger private commercial parking facilities in major shopping centers, citywide, to address unauthorized vehicles on private property by allowing private property owners to issue parking tickets when a vehicle is parked beyond the specified regulation. Locations that could potentially benefit from this ordinance include: The Collection, Shopping at the Rose, The Esplanade Shopping Center, The Centerpoint Mall, and Seabridge Marketplace. The proposed ordinance would align with State Law (AB 451), while adding other requirements specific to the City of Oxnard.

Registration and Plan

In order for private property owners and parking management operators to start issuing parking tickets, known as Notice of a Parking Charge in the proposed ordinance, they would be required to register with the City of Oxnard Community Development Department. The registration consists of an application from the Community Development Department with the following items:

1. The selected private parking operator with contact information,
2. The dispute resolution process established by the private parking operator, and
3. A parking and signage installation plan.

When all items are provided and correctly completed, a registration and a city business tax certificate are issued, which would then allow the private parking owner/operator to begin issuing parking tickets for parking violations. The registration is a one-time application unless there is a change in one of the above items that would require updating the registration.

The requirements of the parking and signage installation plan includes a site plan of the parking facility, the location of signage indicating parking regulations will be enforced by ticketing, and if meters are used, the location and details of the meters. Posted signs are required at each entrance with a minimum dimension of 11 by 22 inches per state law. The Community Development Department would review the documents and plans to make sure all items meet the full criteria listed in the ordinance in order to receive a registration.

Mail-In Parking Charges

The parking violation results in a notice of a parking charge (i.e. parking ticket) for unauthorized parking in an off-street private parking facility that would not exceed the fine for stopping in a red zone City of Oxnard

parking citation, which is currently \$65. The notice of parking charge would indicate “Invoice” followed by “Parking Fee Imposed by (name of parking operator).” The notices would clearly state that the notice of parking charge is “Not issued by the City of Oxnard” and would not be permitted to resemble a City of Oxnard parking violation notice. Mail-in parking charges would be paid to the private parking owner/operator.

Dispute Process

After the issuance of a notice of a parking charge, a customer will have the right to dispute the notice with the private parking operator. The ordinance describes the general outline of the dispute procedure for contested parking charges. A specific dispute procedure, not involving the City of Oxnard, will be developed in detail by each parking enforcement operator as part of the registration package reviewed by the city. If the customer is dissatisfied with that result, an administrative hearing held by an appointed qualified third-party examiner can review the disputed charge. After the administrative hearing, the decision is final. The appeal process, including the administrative hearing, would be managed by the private party parking enforcement operator and their qualified third party hearing officer. The City of Oxnard would not be involved in any part of the dispute process, including any appeals process or administrative hearings.

Revocation

The ability of private property owners to utilize the Private Parking Ordinance would be permitted for specific properties that register with the city, as described above, and that remain in compliance with the ordinance. The Community Development Director would have the ability to issue warnings and revoke a property owner's right to utilize the ordinance should they receive complaints or fail to comply with the requirements of the ordinance.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There are no financial impacts associated with this agenda item. The City would collect funds from the applicants utilizing Council approved hourly fee rates to cover the cost of reviewing the registration. The City would not collect any private parking ticket charges.

Prepared by: Jamie Peltier, Planning Supervisor

ATTACHMENTS

1. Private Parking Ordinance
2. Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the State of California signed Assembly Bill (AB) 451 into law on January 1, 2016; and

WHEREAS, AB 451 allows cities or counties to authorize, via ordinance or resolution, operators of privately owned off-street parking facilities to regulate unauthorized parking in their facilities; and

WHEREAS, the City requests to establish by ordinance the procedures for the private parking facilities to privately enforce off-street parking and to codify the private parking regulations by modifying Chapter 8 of the Oxnard City Code (OCC); and

WHEREAS, on April 22, 2025, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted (INSERT) of the private parking ordinance; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ordinance is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance, as set forth below, which modify Chapter 8 of the City Code.

Section 3. Division 3 is hereby added to Article IV of Chapter 8 of the Oxnard City Code to read as follows:

“DIVISION 3. PRIVATE PARKING

- 8-61.1. Purpose and Intent
- 8-61.2. Definitions
- 8-61.3. Compliance with Article
- 8-61.4. Mail-in Parking Charges
- 8-61.5. Registration
- 8-61.6. Maximum Amount of Mail-in Parking Charges
- 8-61.7. Form and Content of Parking Charge Notices
- 8-61.8. Dispute Resolution Procedure for Contested Parking Charges
- 8-61.9. Prohibited Business Practices
- 8-61.10. Areas of applicability
- 8-61.11. Revocation

SEC. 8-61.1. PURPOSE AND INTENT.

The city council finds and declares that the owners of privately owned off-street parking lots are authorized to regulate unauthorized parking in such facilities in accordance with the provisions of this article.

The city council further finds and declares that the provisions of the California Vehicle Code Sections 22350, 23103 and 23109, provisions of Division 16.5 (commencing with Section 38000) of the California Vehicle Code, and Section 22507.8 (Designated Disabled Parking) of the California Vehicle Code shall apply to the privately owned and maintained off-street parking facilities.

SEC. 8-61.2. DEFINITIONS.

BUSINESS HOURS - the period from one hour before the business is open for customers until the time the businesses close for customers. For parking spaces designated for users of automated teller machines, employee, tenant, or other non-customer reserved parking, business hours means 24 hours a day unless otherwise specified by signage in the off-street parking facility.

DIRECTOR - The Community Development Director for the City of Oxnard, or his/her designee.

MAIL-IN PARKING FEE OR MAIL-IN PARKING CHARGE - a charge for unauthorized parking in an off-street parking lot.

NOTICE OF A PARKING CHARGE - a written document affixed to a vehicle which notifies the vehicle driver of a mail-in parking fee that is due as a result of an unauthorized parking in an off-street parking lot.

OFF-STREET PARKING FACILITY - privately owned property that is generally held open to the public for commercial purposes with contiguous lots, or a discernible portion thereof, containing a minimum of 200 spaces for the parking of vehicles, including but not limited to surface lots, parking structures above ground and subterranean, and/or curb parking.

PARK - to leave a vehicle standing while the driver or owner of that vehicle has left the vehicle or has exited the off-street parking facility.

PARKING METER - any device which, when the recording dial thereof is set in motion by the deposit of any coin, or equivalent thereof, or by the operation of any actuating device, registers the length of time that any vehicle is parked adjacent to or in the immediate vicinity of the parking meter and displays a flag, sign, or receipt to be displayed, signal, or other electronic means indicating that the permitted or paid time has expired. Parking meters may be multi-space or single-space meters, and may require vehicle operators to display a receipt or enter vehicle identification information to permit parking adjacent to or in the immediate vicinity of the parking meter.

PERSON - any natural person, firm, company, corporation, partnership, governing body, institution or association.

PRIVATE PARKING OPERATOR - any person who owns or controls, or person who acts on behalf of or at the behest of a person who owns or controls, an off-street parking lot.

SIGN OR SIGNAGE - a public display and conveyance of information posted for viewing.

UNAUTHORIZED PARKING OR PARKING WITHOUT AUTHORIZATION - shall include: (i) parking in an off-street parking lot in violation of parking restrictions established by a private parking operator and indicated by signs at the off-street parking lot; (ii) failing to pay (or properly display proof of payment) for parking at any pay and park off-street parking lot; (iii) leaving a vehicle parked over-time at an off-street parking lot for a period of time in excess of the amount paid for or permitted (as determined by the private parking operator); (iv) parking in a "no parking," red zone, yellow zone, loading zone, fire lane, or non-designated parking space of an off-street parking lot; or (v) parking in a manner that has the effect of blocking, impeding, or restricting another vehicles ability of egress or ingress or otherwise obstructing the orderly flow of traffic.

VEHICLE - any automobile, motorcycle, trailer coach, park trailer, or any human-powered device that moves people, also defined in the California Vehicle Code.

SEC. 8-61.3. COMPLIANCE WITH THIS ARTICLE.

- A. It shall be unlawful and an unfair business practice within the meaning of Business and Professions Code §17200 for any person to charge a mail-in parking fee, or to issue or cause to be issued a notice of parking charge, that is not in compliance with this article. Any notice of parking charge that is not in compliance with this article shall be invalid.

SEC. 8-61.4. MAIL-IN PARKING CHARGES.

- A. A private parking operator may charge a mail-in parking fee to owners of vehicles parked without authorization in an Off Street Parking Facility only after obtaining approval of their parking and installation plan, and a dispute resolution policy, by the Director.
- B. Where a private parking operator of an Off Street Parking Facility of a closed business utilizes parking meters, lock-box, or other device requiring payment for parking, a private parking operator may charge a mail-in parking fee to owners of vehicles parked at the parking facility without authorization outside of normal business hours.
- C. Where a vehicle is parked in a “no parking,” red zone, yellow zone, loading zone, or non-designated parking space of an Off Street Parking Facility of a closed business, a private parking operator may charge a mail-in parking fee to the owner of the vehicle outside of normal business hours.

SEC. 8-61.5. REGISTRATION.

- A. Every private parking operator who issues notices of parking charges shall first register and receive an approved parking and installation plan, including a dispute resolution policy, and they shall obtain a valid City of Oxnard Business Tax Certificate before doing business in the city. The fee for registering, reviewing, inspecting, and amending the registration and parking and installation plan shall be an hourly charge for the city staff time required at the applicable rates set forth by City Council resolution.
- B. The parking and installation plan submitted for review shall include the following:
 - a. A site plan identifying the parking facility area where parking charges will be enforced and issued, including the following details:
 - i. Parking areas showing dimensions, and striping/markings for parking spaces, painted arrows, loading areas, drive aisles, and driveway throats.
 - ii. A table showing the number of parking spaces provided (by type), including standard, handicap, bicycle and motorcycle parking spaces.
 - iii. Location of standard, motorcycle, and handicap parking spaces.
 - iv. Type of proposed parking restriction by area.;
 - b. Signage types;
 - c. Signage locations;
 - d. Signage language and size; and
 - e. Number of signs used.
- C. When mail-in parking charges will be used in conjunction with parking meters and/or payment devices installed on private property, the parking and installation plan shall include the following, in addition to Section 8-61.4(B):
 - a. Location of the meters;
 - b. How the spaces will be identified and defined,
 - c. How the meters will indicate the time periods that they are in use.

- D. The Director shall have the right to require alterations to the parking and installation plan, inspections, or impose conditions of approval to ensure public health, safety, and welfare with regard to the operation of the off-street parking facility and surrounding streets.
- E. A private parking facility property owner shall be required to submit to the city any change in the parking and installation plan, meters, or payment devices that occur after the city's original approval within one month of any change. Any changes shall be subject to additional review and approval by the Director.
- F. The registration shall include the name, address, and telephone number of the private parking operator, the names, business addresses, telephone numbers, and email addresses of each person owning ten percent or more of the business, and the Oxnard business tax certificate number of the business.
- G. The registration shall include a dispute resolution process policy as required by Section 8-61.8.
- H. The registration shall include a description of the procedures the private parking operator shall utilize when issuing a notice of parking charge. Before any private parking operator can issue a notice of parking charge within the city, the procedure for issuing these charges shall be approved by the Director.

SEC. 8-61.6. MAXIMUM AMOUNT OF MAIL-IN PARKING CHARGES.

No mail-in parking fee charged pursuant to this division shall exceed the amount of fine for violation of Section 8-54 of this code (stopping in red zones).

Signs indicating restrictions on parking in an off-street parking lot shall be posted as required by this section. No mail-in parking fee shall be required and no notice of parking charge shall be issued unless there are in place signs substantially in the form required by this section and shown on the parking and installation plan approved by the Director.

- A. Signs not less than 17 inches by 22 inches in size with lettering not less than one-inch in height must be posted at each entrance to the off-street parking facility, must identify any applicable parking restrictions, hours in which the parking restrictions are in force, include statements to the effect that the off-street parking lot is subject to public moving vehicle laws, and violators may be subject to a mail-in parking fee or vehicle removal. Where different restrictions apply to parking spaces with common entrances, the restrictions applicable to each space shall be clearly delineated.
- B. The Director is hereby authorized to establish uniform sign sizes, colors, sizes of lettering, and other information that may be required on all signs in order to be in compliance with this division. If the Director establishes such criteria, all signs required by this article shall be brought into compliance within 180 days.

- C. Signs which indicate that a customer may park for no fee shall indicate whether the authorized parking is only for the time the customer is on the premises or whether it is for a limited duration of time. In the absence of such designation, a customer shall not be charged a mail-in parking fee.
- D. Nothing in this division shall be construed as to modify the authority of the city to issue citations.

SEC. 8-61.7. FORM AND CONTENT OF PARKING CHARGE NOTICES.

- A. No person shall place on any vehicle a notice of a parking charge which does not contain at the top of the notice in at least 12-point print the words "INVOICE" followed by "PARKING FEE IMPOSED BY XXX," inserting the name, telephone number and street address of the private parking operator or private parking lot owner where the notice was issued.
- B. Every notice of parking charge shall end with the legend "This parking charge notice is not issued by the City of Oxnard." This provision shall be in at least 12-point print.
- C. No notice of parking charge shall display any feature that resembles a city parking citation, and no image similar to the logo of the City of Oxnard shall be used. The notice of parking charge shall be a color distinctive from a city parking citation.
- D. Every notice of parking charge shall state that the private parking operator or private parking facility owner identified in subsection (a) may cancel the mail-in parking charge at any time for any reason.
- E. Every notice of parking charge will indicate the conditions under which a vehicle will be removed (towed).

SEC. 8-61.8. DISPUTE RESOLUTION PROCEDURE FOR CONTESTED PARKING CHARGES.

- A. Every private parking operator issuing notices of parking charges shall establish a written dispute resolution policy for contested parking charges. A copy of the current policy shall first be approved by the Director and included in the registration. Every such policy shall contain the provision that allows the business or property owner who has issued the notice of parking fee, or authorized notices to be issued, to cancel the notice and parking fee at any time for any reason. The availability of this cancellation remedy shall be printed on every notice with phone numbers of the private parking operator or the business/property owner of the private parking facility.
- B. A person may request an initial review of the notice by the private parking operator within a timeframe specified in the dispute resolution procedure. There shall be no charge for this review. If, following the initial review, the private parking operator is satisfied that the violation did not occur, that the registered owner was not responsible for the

violation, or that extenuating circumstances make dismissal of the parking charge appropriate in the interest of justice, the private parking operator shall cancel the notice of parking charge or notice of delinquent parking charge. If following that review, cancellation of the notice does not occur, the private parking operator shall include a reason for that denial, notification of the ability to request an administrative hearing, and notice of the procedure for waiving prepayment of the parking penalty based upon an inability to pay.

- C. If the person is dissatisfied with the result of the initial review, the person may request an administrative hearing of the parking charge in accordance with the approved dispute resolution procedure.
- D. The administrative hearing process shall include the following:
 - 1. The person requesting a hearing shall have the choice of a hearing by mail or in person. An in-person hearing shall be conducted within the boundaries of the City of Oxnard.
 - 2. If the person requesting the hearing is a minor, that person shall be permitted to appear at a hearing or admit responsibility for the parking charge without the necessity of the appointment of a guardian. The processing agency may proceed against the minor in the same manner as against an adult.
 - 3. The administrative hearing shall be conducted in accordance with written procedures established by the private parking operator and as on file with the Director. The hearing shall provide an independent, objective, fair, and impartial review of contested parking violations.
 - 4. (A) The private parking operator's governing body or chief executive officer shall appoint or contract with qualified examiners or administrative hearing providers that employ qualified examiners to conduct the administrative hearings. Examiners shall demonstrate those qualifications, training and objectivity necessary to conduct a fair and impartial review. An examiner shall not be employed, managed, or controlled by a person whose primary duties are parking enforcement or parking citation, collection, or issuance. The examiner shall be separate and independent from the parking charge collection or processing function. An examiner's continued employment, performance evaluation, compensation, and benefits shall not, directly or indirectly, be linked to the amount of parking charges collected by the examiner.

(B) Examiners shall have a minimum of 20 hours of training. Training may be provided through (i) an accredited college or university, (ii) a program conducted by the Commission on Peace Officer Standards and Training, (iii) American Arbitration Association or (iv) any program approved by the Director.
 - 5. The examiner's decision following the administrative hearing shall include a written reason for that denial.

6. The examiner or private parking operator may, at any stage of the initial review or the administrative hearing process, and consistent with the written guidelines established by the private parking operator, allow payment of the parking charge in installments, or the private parking operator may allow for deferred payment, if the person provides evidence satisfactory to the examiner or the private parking operator of an inability to pay the parking penalty in full.

SEC. 8-61.9. PROHIBITED BUSINESS PRACTICES.

- A. No private parking operator shall utilize the Denver Boot or other similar device that is attached to the vehicle and which immobilizes the vehicle.
- B. No person shall report, or threaten to report, an unpaid notice of a parking charge to a credit bureau or a collection agency unless a small claims court or other judicial proceeding has established the debt. No person shall take any action or threaten to take any action to collect or contact with another person who takes or threatens to take any action to collect an unpaid notice of parking charge other than to seek establishment of the debt in a small claims court or other judicial proceeding.
- C. No private parking operator shall pay any employee or independent contractor a salary or fee that is in any way based on the number of notices of private parking charges being issued.
- D. The owner or operator of an Off-Street Parking Facility shall not file with, or transmit to, the Department of Motor Vehicles a parking fee invoice for the purpose of having the Department of Motor Vehicles attempt to collect unpaid parking fees by refusing to issue or renew a license pursuant to California Vehicle Code Section 12808.1 or refusing to renew the registration of a vehicle pursuant to Section 4760.

SEC. 8-61.10. AREAS OF APPLICABILITY.

This article shall apply to all areas within the City of Oxnard meeting the definition of Off Street Parking Facility as per Section 8-61.2

SEC. 8-61.11. REVOCATION.

The Community Development Director shall have the right to conduct periodic inspections and review to determine if an off-street parking facility, owner, and its private parking operator, are in full compliance with this division and/or any other federal, state, or local law. If any violation is found, the Community Development Director shall have the right to issue one (1) warning, and if found out of compliance within 60 days, the right to off-street parking facility's ability to issue notice of parking charges and mail-in parking fees in their respective lots shall be revoked."

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason

held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and certified copy of the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

Section 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Gov. Code Section 36933. Ordinance No. ____ was first read on _____, 2025, and finally adopted on _____, 2025 to become effective thirty days thereafter.

PASSED AND ADOPTED this ____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FROM:

Lourdes A. López, City Clerk

APPROVED AS TO FROM:

Stephen M. Fischer, City Attorney

Private Parking Ordinance

Community Services, Public Safety, Housing and Development Committee
By: Jamie Peltier, Planning Supervisor

May 13, 2025

Background

- AB 451 amended California Vehicle Code Section 21107.8 for cities or counties to allow privately owned parking facilities options to regulate unauthorized parked vehicles.
- The basics of the law include:
 - The City must pass an ordinance
 - A private property owner maintains and operates the private parking facility
 - A private property owner can use a qualified vendor to issue parking tickets for unauthorized parking
 - A private property owner is not permitted to file with or transmit to the DMV a parking fee invoice in attempt to collect.
 - Requires a dispute policy
 - Requires onsite signage
 - Specifies parking ticket language requirements

Analysis

- Purpose/Benefits for shopping centers and the City of Oxnard
 - Allows a higher turnover of parking spaces
 - Towing is the only option without this ordinance
 - More options to enforce parking regulations
 - Affords increased availability of high demand parking spaces
 - Tailored parking requirements for individual shopping centers
 - Does not require parking enforcement by the city

Proposed Ordinance

- Amending the Oxnard City Code
 - Chapter 8 - Vehicles and Traffic
 - Article IV - Parking
 - ***Division 3 - Private Parking (New)***
- This proposed ordinance would allow private property owners/operators of commercial retail district and shopping center parking facilities with greater than 200 parking spaces to enforce their private parking management strategies by issuing parking tickets, subject to obtaining a city registration and business tax certificate.
- Property owners/operators elect to utilize the ordinance.
- Authorizes a third party regulator to charge parking fees (tickets) on private property.
- Example shopping centers in Oxnard: The Collections, Shopping at the Rose, The Esplanade.
- There would be no impact to code required off-street parking requirements.

Registration

- Requirements of shopping centers that elect to participate in the program:
 - Registration
 - Private parking operator contact information
 - Dispute resolution process policy
 - Parking Plan
 - Site plan showing subject parking area
 - Number of parking spaces
 - Number of spaces where enforcement will occur
 - Driveways, entries
 - ADA, motorcycle
 - Signage
 - Type
 - Location
 - Language
 - Size
 - Number
 - Business Tax Certificate

Mail-in Parking Charges

- After private property owner/operator receives registration with accepted parking plan:
 - Private parking owners/operators can charge mail-in parking fees (i.e. tickets) for unauthorized parking
 - Parking tickets would have printed INVOICE on the face followed by “PARKING FEE IMPOSED BY XX”
 - Parking tickets would clearly indicate “not issued by the City of Oxnard”
 - Parking tickets can not resemble a City of Oxnard citation
 - Maximum amount charged not to exceed amount for ‘stopping in a red zone’ (currently \$65)
 - Parking tickets must provide parking operator contact information

Dispute Process

- Dispute policy is established by the parking operator and submitted to the city with registration to outline the process for the customers. The process to include:
 - Parking operator may dismiss the parking charge after the customer contacts the information from the parking invoice.
 - If customer is unsatisfied with outcome of the determination, they may proceed with an administrative hearing.
 - Third party qualified examiners are separate from the parking operator and certified by a program
 - The decision is final after administrative hearing.
- The City of Oxnard is not involved in the dispute resolution process.

Revocation

- The Community Development Director has the ability to issue warnings and revoke the registration for the parking operator, if not in compliance with the ordinance.

Recommendation

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council adopt a Private Parking Ordinance that would add Division 3 to Article IV, Chapter 8 of the Oxnard City Code (Oxnard City Code Sections 8-61.1 to 8-91.11)

End of Presentation



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: May 13, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Acquisition of Unimproved Real Property located at 5230 Cypress Road and 5208 Cypress Road. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend the City Council:

1. Approve a Purchase and Sale Agreement (A-8585) for the acquisition of unimproved real property located at 5230 Cypress Road and 5208 Cypress Road for zero dollars (\$0), and authorize the Housing Director or designee to execute any and all documents necessary to complete the acquisition; and
2. Authorize a budget appropriation in the amount of \$30,000 from the Affordable Housing In-Lieu Fees Fund to pay for transaction fees, due diligence studies, and related costs necessary to complete the purchase.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4yHfFU62Csl>

BACKGROUND

In 2009, Habitat for Humanity (Habitat) purchased unimproved real property located at 5230 Cypress Road and 5208 Cypress Road ("property") using two loans ("Loan Agreements") totaling \$1,060,000 from the former Oxnard Community Development Commission (CDC). The Loan Agreements are secured by promissory notes and deeds of trust recorded against the property. The Loan Agreements required that Habitat develop between 7 to 12 single family homes for low-income households on the property; however, Habitat never fulfilled this requirement.

As part of the 2012 dissolution of the Oxnard Community Development Commission, as required under Assembly Bill 26 and 1484, the Loan Agreements were subsequently assigned to the City of Oxnard.

In 2019, Housing Staff approved Habitat's request to amend their scope of development and instead develop 28 affordable rental units on the property. Habitat had made progress in the design and entitlement of the proposed development, but it was never completed. In-lieu of a foreclosure with the intent of developing the site as affordable housing, on February 6, 2024 Council authorized real estate negotiations for City acquisition of the property from Habitat.

The City's Real Estate Broker, Coldwell Banker Richard Ellis (CBRE), estimates the properties are valued between \$2,332,610 and \$2,999,070.

DISCUSSION

Habitat has not fulfilled their obligation to develop affordable housing. Based on Council direction, in an effort to expeditiously develop the property with affordable housing, Housing Staff negotiated the subject Purchase and Sales Agreement to convey the properties to the City.

The terms of the proposed Purchase and Sales Agreement between the City and Habitat are as follows:

1. The City acquires the property for a purchase price of zero dollars (\$0) and forgives Habitat's loans for a combined amount of \$1,060,000.
2. The City will pay all costs necessary to close on the transaction and conduct due diligence studies, estimated at \$30,000.
3. The City will have the option of terminating the agreement based on the results of the due diligence studies or if City disapproves of any exception appearing on title. Escrow to be opened after receiving a mutually-executed copy of the agreement and shall close within 90 days.

If the recommended action is approved and the transaction successfully closes escrow, Housing Staff will pursue options to develop the site, which will require subsequent Council approvals.

Environmental Analysis

On April 4, 2024 the Planning Commission adopted Resolution Number 2024-07 which determined that the acquisition of the properties located at 5230 and 5208 Cypress Road is consistent with the Oxnard 2030 General Plan and is not a "Project" for purposes of California Environmental Quality Act (CEQA) Guidelines, since the determination does not result in either a direct or physical change to the environment, or a reasonably foreseeable indirect physical change to the environment (CEQA Guidelines Section 158061(b)(3) and Section 15378(b)(5)).

STRATEGIC PRIORITIES

This agenda item supports the Quality-of-Life strategy. The purpose of the Quality-of-Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Approval of the recommended action will authorize a budget appropriation of \$30,000 from the Housing-In-Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance. If approved, the FY2024-25 projected ending fund balance will be \$1,874,571.

For Finance Use Only:

Housing In-Lieu Fees Fund (Fund 360 Org. 70508105 Obj. 53200)

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - Purchase and Sale Agreement
2. Attachment 2 - Grant Deed
3. Attachment 3 - PowerPoint

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of _____, 2025, is entered into by and between Habitat for Humanity, Ventura County, Inc., a California nonprofit public benefit corporation (the “**Seller**”), and the City of Oxnard, a municipal corporation of the State of California (the “**Purchaser**”). The Seller and the Purchaser are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. The Seller owns certain real property in the City of Oxnard, State of California, located at 5208 & 5230 Cypress Road, Oxnard, CA 93033, designated with Ventura County Assessor’s Parcel Numbers 222-0-042-110 & 222-0-042-120, respectively (collectively, the “**Property**”).

B. The Purchaser’s predecessor-in-interest made two loans to the Seller: (i) a loan in the initial principal amount of \$760,000 made pursuant to that certain Affordable Housing Loan Agreement dated September 25, 2007, and (ii) a loan in the initial principal amount of \$300,000 made pursuant to that certain Affordable Housing Loan Agreement dated July 28, 2009 (collectively, the “**Loans**”).

C. The Loans are secured by certain deeds of trust recorded against the Property: (i) that certain Deed of Trust With Assignment of Rents dated October 2, 2007 and recorded in the Official Records of Ventura County on October 9, 2007 as Instrument No. 20071009-0191174, and (ii) that certain Deed of Trust With Assignment of Rents dated August 11, 2009 and recorded in the Official Records of Ventura County on September 17, 2009 as Instrument No. 20090917-00155117 (collectively, the “**Deeds of Trust**”).

D. In addition, the Deeds of Trust secure the Seller’s performance of certain affordable housing obligations upon the Property, which obligations were unable to be timely performed, entitling the Purchaser to pursue its remedies thereunder, including obtaining immediate repayment of the Loans and possession of the Property.

E. *In lieu* of the Purchaser pursuing repayment of the Loans and non-judicial foreclosure of the Property, the Parties agree that the Seller shall convey the Property to the Purchaser in exchange for the Purchaser’s forgiveness of the Loans.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Incorporation of Recitals

The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the Parties are bound thereby.

II. Purchase and Sale

The Purchaser's purchase price for the Property shall be Zero Dollars (\$0.00), pursuant to Recital E above. The Seller shall sell the Property to the Purchaser, and the Purchaser shall purchase the Property from the Seller, on the terms and conditions stated in this Agreement.

III. Purchase Price

In full consideration of the purchase price to be paid by the Purchaser to the Seller for the Purchaser's acquisition of the Property, the Purchaser shall forgive the Loans.

IV. Escrow and Title Company

This transaction shall be completed through an escrow established with Lawyers Title Company, or other escrow holder (the "**Escrow Holder**") and title company (the "**Title Company**") agreed to by the Parties. Each Party shall promptly deposit all funds and documents as required by the Escrow Holder in order to complete this transaction.

V. Opening of Escrow

The Escrow Holder is instructed to open an escrow (the "**Escrow**") after receiving a mutually-executed copy of this Agreement. The Escrow Holder is requested to prepare its customary instructions based upon this Agreement.

VI. Close of Escrow

The Escrow shall close (the "**Close of Escrow**") on or before 90 days from the date this Agreement is executed, subject to the conditions listed in Section VII below.

VII. Conditions to Close of Escrow

The following are conditions precedent to the Close of Escrow:

1. The Parties have executed and delivered to the Escrow Holder their respective counterparts of the grant deed, in the form attached hereto as Exhibit A and incorporated herein by this reference.
2. The Purchaser has deposited with the Escrow Holder all funds necessary for the Close of Escrow.

3. The Purchaser has approved a *pro forma* owner's policy of title insurance for the Property.

4. The Purchaser has executed and delivered to the Escrow Holder a Substitution of Trustee and Full Reconveyance for the Deeds of Trust, in recordable form.

Possession of the Property shall be surrendered to the Purchaser at the Close of Escrow.

VIII. Closing Costs

The Purchaser shall pay all closing costs, including the following:

1. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the Seller's conveyance of the Property;

2. The base escrow fee, plus any additional requested or customary costs;

3. The premium for the owner's policy of title insurance for the Property;
and

4. *Ad valorem* taxes, if any, upon the Property, and *ad valorem* taxes, if any, upon this Agreement, or any rights thereunder.

IX. Public Agencies

The Purchaser is a public agency exempt from paying real property taxes or special assessments.

The Seller acknowledges and agrees that the Purchaser is a public entity with a responsibility and, in many cases, a legal obligation, to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Seller with respect to the Property or the other Purchaser may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

X. Financing

There is no financing contingency for the Purchaser.

XI. Title

The Seller shall convey title to the Property subject only to real estate taxes not yet due, and covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the Property.

The Seller shall cause the Purchaser to be furnished with a current preliminary report of title for the Property (the "**Preliminary Report**") within seven days after the opening of Escrow.

The Purchaser shall notify the Seller in writing within 30 days after receipt of the Preliminary Report of the Purchaser's disapproval of any exception therein. The Seller shall have 30 days after such notice to advise the Purchaser of any disapproved exceptions which will not be removed by the Seller prior to the Close of Escrow. If the Seller indicates that it will not cause to be removed any of the disapproved exceptions, then the Purchaser may elect to:

1. terminate this Agreement without liability on the part of either Party; or
2. consummate the purchase of the Property subject to such exceptions.

Title in the form of a California Land Title Association or American Land Title Association policy of title insurance shall be issued by the Title Company.

XII. Nondiscrimination

The Purchaser shall refrain from restricting the rental, sale or lease of the Property or the Project, or any portion thereof, on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

3. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

XIII. Condition of Property

The Seller expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property including, without limitation, the physical and environmental condition of the Property.

Immediately upon the Parties’ entry into this Agreement, the Purchaser shall have a 45-day due diligence period in order to conduct at the Purchaser’s expense any commercially reasonable inspections of the Property (e.g., Phase I analysis, ALTA survey). The Purchaser shall have the right, but not the obligation, to terminate this Agreement in writing before the end of such due diligence period based upon the result of such inspection, in the Purchaser’s sole, absolute, and unfettered discretion (the “**Due Diligence Termination Right**”).

If the Purchaser’s does not exercise its Due Diligence Termination Right, then the Parties acknowledge and agree that the Property is to be conveyed to, and accepted by, the Purchaser in its present condition, “AS IS”, and the Purchaser hereby assumes the risk of adverse physical

characteristics and conditions, including, without limitation, the presence of hazardous materials. After taking title to the Property, the Purchaser shall be solely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination of the Property.

Upon the Close of Escrow, the physical and environmental condition, possession or title of the Property is and shall be delivered from the Seller to the Purchaser in an "as-is" condition, with no warranty expressed or implied by the Seller, including without limitation, the presence of hazardous materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the development purposes intended hereunder.

The Purchaser hereby waives, releases and discharges forever the Seller and its representatives from all present and future losses and liabilities, present and future, arising out of or in any way connected with the Seller's or the Purchaser's use, maintenance, ownership or operation of the Property.

The Purchaser acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Purchaser hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code with respect to the matters described in this Section XIII.

XIV. No Brokers

The Parties represent and warrant to each other that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions.

XV. No Further Encumbrances

During the period after the execution date of this Agreement and through the Close of Escrow, the Seller shall not further encumber or voluntarily lien the Property without first obtaining the Purchaser's written consent, which consent may be granted or withheld in the Purchaser's sole and absolute discretion.

XVI. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings are for purposes of convenience only and will not be construed to limit or extend the meaning of this Agreement.

XVII. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the Parties.

XVIII. Counterparts

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

XIX. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns.

XX. Attorneys' Fees

If any legal action or other proceeding is brought involving a dispute between the Parties or arising out of the execution of this Agreement or the sale of the Property, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

XXI. Agreement to Perform Necessary Acts

In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed and/or delivered under this Agreement, each Party agrees to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at the Close of Escrow or after the Close of Escrow, all further acts, fees, and assurances reasonably necessary to consummate the transaction contemplated hereby.

XXII. Notices

Formal notices, demands, and communications between the Parties must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that

provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Seller: Habitat for Humanity, Ventura County, Inc.
Attn: Mr. Darcy Taylor, Chief Executive Officer
1850 Eastman Avenue
Oxnard, CA 93030
Telephone: (805) 981-2268

Purchaser: City of Oxnard
Attn: Ms. Elsa Brown, Development Manager
435 South D Street
Oxnard, CA 93030
Telephone: (805) 385-7404

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this Section.

XXIII. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

XXIV. Survival of Representations and Warranties

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

XXV. Time of Essence

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

XXVI. Saturdays, Sundays, and Holidays

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

XXVII. Waiver

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

“SELLER”

HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation’s Chief Executive Officer, President or Vice-President, on the one hand, and the Corporation’s Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

“PURCHASER”

CITY OF OXNARD,
a municipal corporation of the State of California

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Exhibit A

Form of Grant Deed

[behind this page]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO AND SEND
TAX STATEMENTS TO:

City of Oxnard
Attn: Ms. Elsa Brown, Affordable Housing Manager
435 South D Street
Oxnard, CA 93030

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s): 222-0-042-110 and 222-0-042-120

OFFICIAL BUSINESS

Document Entitled to Free Recording
Per California Government Code §27383

Exempt from Payment of Documentary Transfer Tax per California Revenue and Taxation Code
Section 11922 (Governmental agency acquiring title)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Habitat for Humanity, Ventura County, Inc., a California nonprofit public benefit corporation, herein called the “**Grantor**”, hereby grants to the City of Oxnard, a municipal corporation of the State of California, herein called the “**Grantee**”, the real property described in Attachment 1 attached hereto (collectively, the “**Property**”) and incorporated herein by this reference, subject to the existing easements, restrictions, and covenants of record described therein.

The Grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age, or any other protected classification in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale, or lease of the Property on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age, or any other protected classification of any person. All such

deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

B. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens.

Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

C. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

These covenants against discrimination shall remain in effect in perpetuity.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized as of _____, 2025.

“GRANTOR”

HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Dated: _____, 2025

By: _____
Name: _____
Its: _____
Dated: _____, 2025

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation’s Chief Executive Officer, President or Vice-President, on the one hand, and the Corporation’s Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

The Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

“GRANTEE”

CITY OF OXNARD,
a municipal corporation of the State of California

By: _____
Name: _____
Its: _____
Dated: _____, 2025

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Todd C. Mooney
Principal Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ATTACHMENT 1
LEGAL DESCRIPTION
[behind this page]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: [APN: 222-0-042-110](#)

THAT PORTION OF LOT 15, GARDEN CITY ACRES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN [BOOK 11, PAGE 104](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 15, DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 53' EAST 292.29 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 15; THENCE CONTINUING ALONG SAID NORTHERLY LINE.

1ST: NORTH 89° 53' EAST 332.30 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15;
THENCE ALONG THE EASTERLY LINE OF SAID LOT 15;

2ND: SOUTH 0° 01' EAST 69.63 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 15;

3RD: SOUTH 89° 53' WEST 332.30 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH THE EASTERLY LINE OF SAID LOT 15, AND PASSES THROUGH SAID POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE,

4TH: NORTH 0° 01' WEST 69.63 FEET TO THE POINT OF BEGINNING.
EXCEPT ALL WATER PIPES, GATES AND VALVES AND ALL OTHER PROPERTY WHICH BELONG TO OR COMPRISE PORTIONS OF THE IRRIGATION OR WATER SYSTEM USED IN CONNECTION WITH SAID LAND.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT, FOR MOTOR VEHICLE DRIVEWAY PURPOSES, OVER THE NORTHERLY 12 FEET OF LOT 15, GARDEN CITY ACRES, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN [BOOK 11, PAGE 104](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THAT PORTION THEREOF LYING WITHIN THE HEREINBEFORE DESCRIBED PARCEL 1.

PARCEL 3: [APN: 222-0-042-120](#)

THE SOUTH 69.63 FEET OF THE NORTH 139.26 FEET OF LOT 15, GARDEN CITY ACRES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN [BOOK 11, PAGES 104](#) AND 105 OF MAPS. TOGETHER WITH AN UNDIVIDED ONE-SIXTIETH (1/60TH) INTEREST IN AND TO THE WELL AND WATER SYSTEM NOW INSTALLED IN SAID TRACT WITH THE RIGHT TO GO UPON THE LANDS UPON WHICH SAID WELL AND WATER SYSTEM ARE LOCATED FOR THE PURPOSE OF OPERATING SAME AND TAKING WATER THEREFROM.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2025, from HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California nonprofit public benefit corporation, to the CITY OF OXNARD, a municipal corporation of the State of California (the “**Grantee**”), is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. _____ adopted on _____, 2025, and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

CITY OF OXNARD,

a municipal corporation of the State of California

By: _____

Name: _____

Its: _____

Dated: _____, 2025

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

City Special Counsel

By: _____

Todd C. Mooney
Principal Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Acquisition of Unimproved Real Property located at 5230 Cypress Road and 5208 Cypress Road

Brenda Lopez, Interim Housing Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
May 13, 2025

1. In 2009, Habitat for Humanity (Habitat) purchased unimproved real property located at 5230 Cypress Road and 5208 Cypress Road using two loans (Loan Agreements) totaling \$1,060,000 from the former Oxnard Community Development Commission (CDC).
2. The Loan Agreements required Habitat develop between 7 to 12 single family homes for low-income households on the property.
3. Habitat did not fulfill the requirement to build single family homes on the property.
4. As part of the dissolution of the CDC in 2012, as required under Assembly Bill 26 and 1484, the Loan Agreements were subsequently assigned to the City of Oxnard.

5. In 2019, Housing Staff approved Habitat's request to amend their scope of development and instead develop 28 affordable rental units on the property.
6. Habitat had made progress in the design and entitlement of the proposed development, but it was never completed.
7. In-lieu of a foreclosure with intent of developing it as affordable housing, on February 6, 2024 Council authorized real estate negotiations for City acquisition of the property from Habitat.
8. The City's Real Estate Broker, Coldwell Banker Richard Ellis estimates the properties are valued between \$2,332,610 and \$2,999,070.

PROPOSED ACQUISITION PROPERTY LOCATION

4



1. Habitat has not fulfilled their obligation to develop affordable housing. Based on Council direction, in an effort to expeditiously develop the property with affordable housing, Housing Staff negotiated a Purchase and Sales Agreement to convey the properties to the City.
2. The terms of the proposed Purchase and Sales Agreement between the City and Habitat are as follows:
 - a. The City acquires the property for a purchase price of Zero dollars (\$0) and forgives Habitat's loans for a combined amount of \$1,060,000.
 - b. The City will pay all costs necessary to close on the transaction and conduct due diligence studies, estimated at \$30,000.
 - c. The City will have the option of terminating the agreement based on the results of the due diligence studies or if City disapproves of any exception appearing on title. Escrow to be opened after receiving a mutually-executed copy of the agreement and shall close within 90 days.
3. If the recommended action is approved and the transaction successfully closes escrow, Housing Staff will pursue options to develop the site, which will require subsequent Council approvals.

On April 4, 2024 the Planning Commission adopted Resolution Number 2024-07 which determined that the acquisition of the properties located at 5230 and 5208 Cypress Road is consistent with the Oxnard 2030 General Plan and is not a “Project” for purposes of California Environmental Quality Act (CEQA) Guidelines, since the determination does not result in either a direct or physical change to the environment, or a reasonably foreseeable indirect physical change to the environment (CEQA Guidelines Section 158061(b)(3) and Section 15378(b)(5).

That the Community Services, Public Safety, Housing & Development Committee recommend the City Council:

1. Approve a Purchase and Sale Agreement for the acquisition of unimproved real property located at 5230 Cypress Road and 5208 Cypress Road for zero dollars (\$0), and authorize the Housing Director or designee to execute any and all documents necessary to complete the acquisition; and
2. Authorize a budget appropriation in the amount of \$30,000 from the Affordable Housing In-Lieu Fees Fund to pay for transaction fees, due diligence studies, and related costs necessary to complete the purchase.



End of Presentation



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: May 13, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Hueneme After School Education Safety Agreement. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute the Partnership Agreement (A-8589) and Memorandum of Understanding (A-8590) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$7,408,328 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 25-26, FY 26-27 and FY 27-28.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/E9glV-u0Pss>

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. Afterschool and summer learning programs are locally-designed school and community solutions that provide a safe place for students and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, afterschool programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

In 2008, a partnership began between the Recreation and Community Services Division, City Corps and Hueneme School District (HESD). Today, the City of Oxnard, City Corps and HESD Hueneme ASES (also known as SHINE) have developed a full partnership by focusing on the strength of each organization – classroom learning by the District, and enrichment learning by the City through City Corps and Recreation. The most notable outcome of this deep schools-city partnership is the effective access by Hueneme ASES/SHINE youth to the many activities that introduce them to the world of work and service. Younger students are introduced to service and its connection to work and the discernment of work likes and dislikes. Since City Corps has staffed the program, there have been numerous City Corps participants who have entered the workforce as credentialed teachers. On a daily basis, the HESD program serves about 2,700 students at ten (10) school sites and provides employment training to approximately 50 individuals between the ages of 18-24. Additionally, in FY 22-23, through the Expanded Learning Program Opportunities (ELOP) funding, 11 full-

time Program Specialists positions were added. Each Program Specialist is assigned to 1 of 10 school sites, with the 11th Program Specialist focused on offering sport enrichment opportunities. ELOP funding has also allowed the addition of a Hueneme ASES/SHINE Program Supervisor.

The program model incorporates the following three (3) elements, which integrates the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on student needs and interest.

3. Homework Center Element: On a daily basis, the program serves over 2,700 students throughout 10 school sites. After eating a nutritious snack, the students participate in Homework Assistance, Math, Arts, Reading and Recreational Sports Programming.

The program has received outstanding reviews by the Ventura County Office of Education (VCOE). This collaboration is often cited as operating one of the best ASES programs in the region.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

If approved, the City's proposed annual budget will include the following amounts for the Hueneme Elementary School District program in the State & Local Grant Fund (210-5511):

FY 25-26 \$2,351,425

FY 26-27 \$2,465,388

FY 27-28 \$2,591,515

The school district requests that the City assist with the grant funding match portion by providing \$54,000 of in-kind services per fiscal year. This annual requested match is met through the General Fund (101-5511) by providing office space for the Hueneme ASES/SHINE program, phone, administrative support, staff support for the end of the year "SHINE Fest" and student participation in other various established City Corps / Recreation programs, such as the Young Authors Fair, Meet Up Clean Ups, beach clean-ups, the Oxnard Holiday Parade and other like programs.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. HESD-SHINE Agreement 2025 - 2028
2. HESD-SHINE MOU City Corps 2025 - 2028

3. HESD ASES Presentation 2025 - 2028

Hueneme Elementary School District
Agreement for Services
SHINE Expanded Learning Day Program

This AGREEMENT is approved and entered into as of July 1, 2025 (“Effective Date”) through June 30, 2028, between the HUENEME ELEMENTARY SCHOOL DISTRICT (herein referred to as the “District”), a public school district duly operating under the laws of the state of California, and The CITY OF OXNARD and the Recreation and Community Services City Corps, a service provider (hereinafter referred to as "Provider") for the purpose of providing specific services pursuant to the SHINE Program for ASES Grant eligible District schools and students.

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, the Provider is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, the SHINE Program contains the following requirements:

- a. Requires the District to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;
- b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;
- c. Contains a provision for the termination of the agreement if the Provider or District wishes to terminate;
- d. Contains provisions with respect to making payment to the Provider by the District;
- e. Contains provisions outlining staffing, effectiveness, evaluation, and sustainability, as well as other program aspects;

WHEREAS, Provider is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, Provider is willing to provide services to the District, it's SHINE Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Grant Agreements

Services will be offered and delivered as stated in the SHINE Program using the ASES Grant and in the Memorandum of Understanding between HUENEME ELEMENTARY SCHOOL DISTRICT AND THE CITY OF OXNARD.

Parents/guardians shall not be charged for any services rendered under the ASES Grant unless such services and charges are clearly identified in writing and agreed upon in advance by the District, the involved school administrator, and the parents/guardians. In no event shall the agreed upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

1. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by the District.

2. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by Provider with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District's student. Provider shall not provide access or forward to any other person other than parents/guardians or the District any student record without the written consent of the parent/guardian or the District.

3. Access by HUENEME ELEMENTARY SCHOOL DISTRICT

Provider shall provide services at the location(s) agreed upon in the Memorandum of Understanding. The District's representatives shall have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview Provider, and review each student's progress.

4. Fingerprints

In accordance with Education Code § 45125.1, Provider shall conduct a criminal background check of its employees and/or subcontractors prior to any student contact and, upon receipt of those checks, certify to the District that no employee and/or subcontractors of Provider working with students of the school district has been convicted of a violent or serious felony as defined by statutes. Provider shall supply to the District a list of names of those employees and/or subcontractors who are cleared to work with students of the District. A fingerprint certification will be submitted with monthly invoices and attendance registers.

5. Transportation

The District is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. Provider will not transport any students in private vehicles without complying with the District Governing Board Policy 6153 and have permission of parent/guardian.

6. Accident/Incident Report

Provider agrees to submit a written accident report to the District, within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

7. Child Abuse Reporting

Provider assures to the District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile, email and mail, within twenty-four (24) hours an incident report to District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under Provider's supervision.

8. Supplies, Equipment and Facilities

Provider shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If Provider desires to use District

facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

9. Continuity of Personnel

Provider shall make every reasonable effort to maintain the stability and continuity of Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

9a. Provider shall ensure that District has a current list of all personnel and sub-contractors providing Services under this Agreement, which Provider shall update monthly

9b. Provider shall notify District of any changes in Provider'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.

9c. Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

10. Independent Contractor Status

Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the District.

10a. The personnel performing the Services under this Agreement on behalf of the Provider shall at all times be under Provider's exclusive direction and control. The Provider, its agents or employees shall not at any time or in any manner represent that Provider or any of Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of the District. Neither Provider, nor any of Provider'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 the District's employees. Provider will be responsible for payment of all Provider'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.

10b. If Provider becomes aware that any person employed by or volunteering with Provider in connection with the Services has been arrested or convicted of a violent or

serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify the District. The District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

10c. Provider shall have no authority to bind the District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the District, whether by contract or otherwise, unless such authority is expressly conferred in writing by the District, or under this Agreement.

11. Conflict of Interest; Disclosure of Interest:

Provider assures that neither it, nor any of its officers or employees, 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 Provider's performance of Services under this Agreement. Provider further assures 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.

11a. Provider agrees to at all times avoid any actual, potential or the appearance of any conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with the District, including its schools.

11b. This Agreement is subject to Board Policy 9270 governing conflicts of interest. Provider agrees to furnish to District (upon request) a valid copy of the most recently adopted partnership or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in governance occur.

11c. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures.

11d. Provider agrees to notify the District, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

12. Non-Discrimination

Provider 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.

13. Inspection and Audit

Provider shall provide access to records or reports, or other matter relating to the Agreement, upon request by District. Fiscal records shall be maintained by Provider for seven (7) years and shall be available for audit.

14. Indemnification

14a. Provider's Indemnity Obligation.

To the fullest extent permitted by California law, Provider shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Provider or by any individual or entity for which Provider is legally liable, including but not limited to officers, agents, employees or sub contractors of Provider. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Provider be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

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

14b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend

and hold harmless the Provider and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Provider, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Provider as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

15. Insurance

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

Provider shall provide the following scope and limits of insurance:

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) in the 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.

Not later than the effective date of this agreement, Provider shall provide the District with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with Provider to modify the terms of this agreement.

16. Monthly Invoices

Provider shall submit to District monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. District shall process payments to Provider within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

17. Right to Withhold

The District may withhold payment to Provider, on ten (10) working days written notice of such withholding, when in the opinion of the District:

- 17a. Provider's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.
- 17b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- 17c. Provider has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, Provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

18. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of Provider and District. No change in this Contract or Memorandum of Understanding shall result in a District financial obligation to Provider in excess of the SHINE Program and Memorandum of Understanding reimbursement rate to the District.

19. Disputes

Disputes between District and Provider concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of the District. The determination of the Superintendent shall be made in writing and shall be binding on both parties

20. Assignment and Subcontracting

The expertise and experience of Provider are material considerations for this Agreement. The District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon the Provider under this Agreement. In recognition of that interest, Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees 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.

Notwithstanding the above, Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Such approval shall be attached and made part of this Agreement. Provider shall be as fully responsible to the District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly. Any sub-contractor shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be Provider's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

21. Termination

- 21a. The partners are committed to the long-term operations and sustained functioning of the SHINE Program.
- 21b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- 21c. Either party can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of Provider, District shall pay, without duplication, for all services satisfactorily performed to date of termination.
- 21d. In consideration of this payment, Provider waives all rights to any further payment or damage. Upon termination, Provider shall turn over to District all student records in its possession generated as a result of services rendered under this Agreement, possessed by Provider or under its control at the time of

termination.

22. Default

Failure of Provider to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Provider 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 written notice shall include the timeframe in which Provider may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Provider is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Provider does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Provider'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. Notwithstanding the foregoing, Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

23. Compliance with Laws

In connection with the Services and its operations, Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Provider 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, Provider shall comply with the provisions of the State SHINE Program grant requirements.

24. Entire Agreement

This Agreement and the Memorandum of Understanding incorporated herein constitute the entire agreement and understanding between the District and Provider in connection with the matters covered herein and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. 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.

26. Severability Clause

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).

27. Notices

Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

For the District:

Christine Walker, Superintendent
Hueneme Elementary School District
205 North Ventura Road
Port Hueneme, CA 93041

For Provider:

Araceli Espinosa, Management Analyst
701 South "G" Street
Oxnard, CA 93030

28. Authority to Execute

The person or persons executing this Agreement certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

29. Binding Effect

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. The Funding for the SHINE Program and this entire Agreement is contingent upon the district receiving state funding each fiscal year.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

For City of Oxnard:

Luis Mc Arthur
Mayor

Date

ATTEST:

Luly Lopez
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District:

Christine Walker
Superintendent

Date

**Memorandum of Understanding between the Hueneme Elementary School District
(HESD), fiscal agency of the SHINE Expanded Learning Day Program, and the City of
Oxnard**

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) SHINE Expanded Learning Day Program. SHINE is the extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m. and for 30 days of a nine hour intersession on days when the regular school year is not in session.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC collaborate to meet the ELOP Program Plan for the 2025-2028 school years at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide (1) Program Supervisor, (1) Program Coordinator, and (1) Sports Specialist and (10) Site Program Specialists to instruct and support 50 OCC staff and oversee implementation of items 2-12 below.
2.
 - a. Oversight of implementation of the unified SHINE Schedule of approved activities for all programs by all City Corps. Staff.
 - b. Inform the District Site Coordinator of supplies and materials needed each month.
 - c. Ensure all staff explain to parents and assist parents to sign students out daily to meet grant requirements.
 - d. Meet daily with the staff to celebrate successes and address concerns based on the prior day program.
 - e. Supervise and support the staff towards meeting the SHINE Program Essential Standards and responsibilities communicated to all employees during all professional learning.
 - f. Supervision of students daily at arrival, during and at dismissal of the program.
 - g. Ensure snacks, supplies and materials are organized, prepared and available daily.
 - h. Work with the District Site Coordinator to collect data for assessment and evaluation purposes.
 - i. Ensure staff apply appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems. All staff employ the District approach, CHAMPS/MAC/STOIC strategies, to teach students expectations for appropriate behavior for all scheduled activities and transitions in the program.
 - j. Plan activities using appropriate instructional strategies and materials provided at professional learning.
 - k. Collaborate with all enrichment providers to provide daily enrichment to student groups
3. Provide contracted staff daily to serve the required student to staff ratio of 20:1 for all sites.
4. Ensure all employees attend all scheduled professional learning and use planning time to

prepare lessons and activities to implement instructional strategies taught at the training sessions.

5. Provide all staff with planning time daily prior to the start of the program as outlined in the Staff Work Schedule for each school.

6. All personnel must pass the District Para-educator Test prior to employment. Upon hire, employees will be required to complete training in the following areas: CPR/First Aid (and provide a copy of the certification), Mandated Reporting, and Sexual Harassment Prevention. Additionally, all personnel must have TB test clearance dated within the last four years and must pass fingerprint clearance prior to being offered employment.

7. Ensure all employees meet with the Site Coordinator at each school site prior to the first day of school and attend all Summer Professional Learning.

8. Provide an in-kind matching grant to help meet the 33% ASES matching grant requirement.

9. Ensure all SHINE staff attend and participate in collaborative planning and meetings.

10. Ensure all employees maintain confidentiality of student records per the Contract with HESD.

11. Maintain all materials provided for the staff by having staff return items at the end of each day.

12. Use training and training supply budget to provide all supplies and equipment for sports and intramural games.

13. Program Specialists work all 30 Days of Intersession Programs and attend all professional learning days to prepare for intersessions. Coordinator and Supervisor are available to support Program Specialists during intersessions as needed.

14. Program Specialists prepare and provide their site team with lesson plans, organize materials to implement the daily schedule and coordinate with SHINE administrators what additional support is needed at the school site to successfully implement the ELOP Program Plan goals.

15. Supervisor, Coordinator and Program Specialists collaborate with guidance from HESD to create 30 day intersessions.

16. Supervisor, Coordinator and Program Specialists provide professional learning during the summer to the SHINE Staff prior to the program start date each school year.

A three-year budget for the amount listed below for each school year is provided to sustain program staffing from year to year for the SHINE Expanded Learning Day Program. A monthly invoice itemizing payroll and expenditures is required to reflect actual staff provided each month as requested in the MOU. If staffing requirements are not met, the monthly invoice shall reflect actual staffing for the program.

2025-2026 - \$2,351,425

2026-2027 - \$2,465,388

2027-2028 - \$2,591,515

HESD agrees to:

1. Manage the program budget, including collaboration with OCC to ensure the 2025-2028 ELOP Program Plan goals are met and for proper payment for services.

2. Provide professional learning and follow-up coaching support to the SHINE Staff.

3. Provide supplies and materials for use in the SHINE Program.
4. Visit sites to ensure grant compliance on point of service and programmatic levels.
5. Coordinate with agencies to ensure proper implementation and modification, as needed.
6. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise.
7. Collaborate with Oxnard City Recreation and Community Services Project Manager annually to monitor overall program progress and achievement of goals.

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the SHINE Program as follows:

1. Coordinate with OCC Site Program Specialists to order supplies and materials unique to each site.
2. Recruit and enroll eligible program participants from each site.
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, behavior plans, etc...
4. Work with teachers to communicate student needs and student progress.
5. Serve as a liaison between the expanded learning day staff and the regular day staff.
7. Work with teachers, parents and students to ensure appropriate placement.
8. Coordinate with SHINE Staff to provide arrival/intake and snack services.
9. Monitor implementation of weekly schedule for program in coordination with the Site Program Specialists and the site administrator.
10. Meet with Site/District administration to ensure the meeting of program goals.
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the SHINE and regular day staff and the principal.
12. Represent their program at District-level After School Site Coordinator meetings.

This agreement shall begin on July 1, 2025 and continue to be implemented until June 30, 2028. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30- day notice. Funding for the SHINE Program is contingent each year upon state funding for both ASES (After School Education and Safety) and ELOP (Expanded Learning Opportunity Program). If ELOP funds are reduced or eliminated, HESD will ask for a reduction in staffing based on the ASES allocation from the state and the terms of this MOU will become null and void.

For City of Oxnard:

Luis A. Mc Arthur
Mayor

Date

ATTEST:

Luly Lopez
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District (Fiscal Agency):

Christine Walker
Superintendent

Date

After School Education & Safety



Community Services Committee – May 13, 2025

City Council – May 20, 2025

By: Esteban Melchor, Recreation Supervisor

Overview

- Serving over 2,700 Oxnard students
- Employing over 50 individuals between the ages 18-25
- Employing a Supervisor, an Analyst and 11 full-time Program Specialists,
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 2,000-2,500 parents and other family members.



Educational and Literacy Element



- Homework Assistance
- English Language Development
- ST Math
- Letter A Week
- Leader in Me
- Literacy & Reading Comprehension

Enrichment Opportunities



- Visual and Performing Arts
- Dance
- Physical Activity/Recreation
- Health/Nutrition/Cooking
- Live Theater
- Community Service-Learning Opportunities

Community Involvement and Service Learning



Coastal Cleanup **Meet Up Clean Up** Downtown Christmas Parade
Young Authors Fair Kiwanis Track Meet **SHINE Fest**

Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during non-school hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a 3-year agreement valued at \$7,408,328.48

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute a three-year agreement (A-8589) and Memorandum of Understanding (A-8590) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount not to exceed \$7,408,382.48 to operate the After-School Education and Safety (ASES) program at ten (10) schools with a City match of \$54,000 of in-kind services.



END OF PRESENTATION



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: May 13, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Oxnard After School Education Safety Agreement. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a one-year agreement (A-8586) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,470,000 to operate the After-School Education and Safety Program with a City match of \$130,000 of in-kind services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/yF3dOtJgYAw>

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the Governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. After-school and summer learning programs are locally-designed school and community solutions that provide a safe place for kids and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, after-school programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school-day attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

The Oxnard School District ("OSD") contracts with the City's Recreation Division to operate the ASES program to provide after-school programming (Hours of Operation 1:30 p.m. - 6:00 p.m.) to over 2,200 Oxnard children on twenty school campuses. The proposed contract with OSD is for one year at \$4,470,000. The OSD utilizes City of Oxnard ("City") employees as site coordinators and recreation staff to operate the entire program. The City has partnered with the OSD for more than 20 years and, for the past eleven years, the City has been the main contractor for the ASES program. In summary, the contract provides for:

- Employing 100 city employees between the ages of 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by the School District
- Over 1,000 Community Service Hours

- The OSD worked in partnership with the City to design a staffing model that works best for the ASES program.

The following two elements integrate the school's curriculum; instruction and learning support activities:

Educational and Literacy Element - This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

Educational Enrichment Element - This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation, community service-learning and other youth development activities based on the student's needs and interests.

Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in after-school programming. The Oxnard Scholars Program and its employees have received recognitions such as the California Expanded Learning Emerging Leadership Award from the California Department of Education, as well as the Leaders in Eating and Activity Practices (LEAP) Award from Ventura County Public Health. The City has employed multiple individuals for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The OSD total grant award not to exceed \$4,470,000 will be included in the proposed FY 2025-26 budget in the State Grant Fund (210). Primary services, including reimbursement for actual expenses, shall not exceed four million four hundred and seventy thousand dollars (\$4,470,000);

The OSD requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through the General Fund (101) by providing office space for ASES program, phone, copier, administrative and management staff time and will also be included in the recommended FY2025-26 budget. Student participation in various established recreation programs such as youth sports programs, educational field trips, and volunteer support also contribute to the in-kind match.

For Finance Use Only: State & Local Grants Fund (Org. 2105502), General Fund-Match (Org. 1015501)

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. ASES Agreement #25-21 between Oxnard School District and City of Oxnard (Rec Svcs)
2. Presentation for Operations Agreement for Oxnard ASES25-26

OXNARD SCHOOL DISTRICT

AGREEMENT

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: _____
Service Provider: _____
Address: _____
Authorized Representative: _____
Representative’s Email: _____
Type of Service: _____ Lead Agency
_____ Enrichment Agency

RECITALS

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21st Century Community Learning Centers (“21st CCLC”) Program for academic school year _____ commencing _____ and ending _____ (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

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:

OPERATIVE PROVISIONS

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. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

2. Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from _____ to and including _____ (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

3. Performance of the Services; Time for Performance. Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

4. Compensation and Method of Payment.

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by _____, Service Provider 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 subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. 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 c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

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

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

5. Quarterly Review and Adjustment of Scope of Work. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

6. Termination. This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider'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. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to immediately suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

8. Service Provider's Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

9. Ownership of Documents; Use of Documents by District. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the 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 Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

10. Service Provider's Books and Records.

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

- i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;
- ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);
- iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;
- iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July). Service Provider shall provide copies of all Records for). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records 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 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 Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

11. Independent Contractor. Service Provider 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 Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider'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. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, 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. Service Provider 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. Penal Code sections 667.5 and 1192.7. If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

13. Standards of Performance. Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

14. Confidential Information, Generally. All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider 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 District, except as may be required by law.

a. Service Provider 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 Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

15. Student Privacy Laws.

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

16. Conflict of Interest; Disclosure of Interest. Service Provider covenants that neither it, nor any of its officers or employees, 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 Service Provider’s performance of Services under this Agreement. Service Provider 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. Service Provider 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. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

_____ (Initials)

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

_____ (Initials)

17. Compliance with Applicable Laws. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, 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 Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

18. Undocumented Workers. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider 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, Service Provider 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.

19. Non-Discrimination. Service Provider 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.

20. Assignment. The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of 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.

21. Subcontracting. Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

22. Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider'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: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) 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; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. Service Provider’s Indemnification of District.

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

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

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.

_____ (Initials)

25. District's Indemnification of Lead Agency.

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

26. Enrichment Agency's Indemnification of Lead Agency. To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

27. Limitation of Liability. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

28. False Claims. Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

29. Insurance. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

30. 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
1501 South A Street
Oxnard, CA 93030 Attention:
Dr. Ginger Shea Phone:
805-385-1501 ext. 2324 Email:
gshea@oxnardsd.org

To Service Provider: [NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]
Attention: [NAME]
Phone: [PHONE]
Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

31. Excusable Delays. Service Provider 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 Service Provider. 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, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

33. Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

34. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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

36. Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. 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 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 Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

40. 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).

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

“District”

Oxnard School District,
a California public school district

By: _____
Melissa Reyes, Director of Purchasing

“Service Provider”

_____,

By: _____

EXHIBIT A-0 SCOPE OF SERVICES

PART I: LEAD AGENCY

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
 - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
 - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
 - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
 - 2. Five-Day Week and Enrichment Burst Program Attendance.**
 - a. For daily five-day week program, elementary students should participate every day the program operates.
 - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
 - c. For enrichment bursts, students should participate according to the schedule for the activity.
 - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
 - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

3. Assurances. The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 - April 9, 2026 (No Fridays)

5. Trainings.

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded learning
 - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
 - iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

- a. Lead Agency – Management Only:
 - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
 - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

PART II: ENRICHMENT AGENCY

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

- B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

- 3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 - April 9, 2026 (No Fridays)

5. Trainings.

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

- i. Mandated reporting
- ii. Anti-harassment
- iii. Sexual misconduct prevention
- iv. Bullying prevention
- v. Discrimination prevention
- vi. Suicide awareness and reporting
- vii. Classroom management
- viii. Social and emotional supports
- ix. Quality standards for expanded learning
- x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:

- i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
- ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- ☐ None.
- ☐ See attached list.

PART X: AMENDMENTS

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, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
 - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2

SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider’s Program Coaches.

a. Satisfaction of Program staff requirements. Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

2. General Requirements for Student Eligibility in Program Sports.

a. Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

b. Adherence to recommendations. Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions.

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student may have sustained concussion.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion.

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA").

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event.

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

b. Preventative measures. Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches – preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. **Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

a. **Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

b. **Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. **Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. **Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student’s parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

e. **Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

8. Event Emergency Guidelines.

a. Adoption of policy. Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial review. If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen).

a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

EXHIBIT B COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
 - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
 - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
 - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
 - E. Line items for:
 - 1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
 - 2. All supplies properly charged to the Services;
 - 3. All travel properly charged to the Services;
 - 4. All equipment properly charged to the Services;
 - 5. All materials properly charged to the Services;
 - 6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - F. Calculation of matching funds.

☐ Not Project Related

☐ Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

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

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers’ Liability insurance coverage of \$1,000,000 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

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

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District:
 1. General Liability: CG 20 26 10 01
 2. Primary, Non-Contributory: CG 20 01 04 13
 3. Waiver of Subrogation: CG 24 04 05 09
 4. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
 1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. 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: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate the Contract.

END OF EXHIBIT C

☐ Not Project Related

☐ Project #

EXHIBIT D CONFLICT OF INTEREST CHECK

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

Independent contractors are required to file disclosures when, pursuant to a contract with the District, the independent contractor 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 Service Provider under the Agreement to which this Exhibit D is attached ☐ constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, ☐ is **[X]** is not subject to disclosure obligations.

Date: _____

By: _____
Lisa Franz, Director of Purchasing



Extracurricular Event or Activity Assumption of Risk Form

Student name (Please print)

Birth date

Parent or legal guardian (Please print)

Student address

School/Local Educational Agency

Event or Activity Advisor (Staff)

Voluntary Extracurricular Event or Activity

- ☐ school-related athletics
- ☐ school-related club activities
- ☐ school-related cultural activities
- ☐ school-related performing arts activities
- ☐ school-related social activities
- ☐ School-related community activities
- ☐ Other: _____

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- | | |
|--|-------------------------------------|
| 1. Sprains and strains | 7. Loss of eyesight |
| 2. Fractured bones | 8. Head injuries or concussion |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness |
| 4. Unconsciousness | 10. Sudden cardiac arrest |
| 5. Paralysis | 11. Death |
| 6. Disfigurement | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

Signature (Student)

Date

Signature (Parent or legal guardian)

Date

Primary telephone

Alternate telephone



Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

Evento o actividad extracurricular voluntaria

- ☐ Atletismo relacionado con la escuela
- ☐ Actividades del club relacionadas con la escuela
- ☐ Actividades culturales relacionadas con la escuela
- ☐ Actividades de artes escénicas relacionadas con la escuela
- ☐ Actividades sociales relacionadas con la escuela
- ☐ Actividades comunitarias relacionadas con la escuela
- ☐ Otro: _____

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- | | |
|--|---|
| 1. Esguinces y distensiones | 7. Pérdida de la vista |
| 2. Quebraduras | 8. Lesiones en la cabeza o conmoción cerebral |
| 3. Laceraciones, abrasiones y avulsiones | 9. Enfermedades causadas por el calor |
| 4. Inconsciencia | 10. Paro cardíaco repentino |
| 5. Parálisis | 11. Muerte |
| 6. Desfiguración | 12. Exposición a enfermedades infecciosas |

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

Firma (Estudiante)

Fecha

Firma (Padre o Tutor Legal)

Fecha

Teléfono principal

Teléfono alternativo

Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> Headaches “Pressure in head” Nausea or vomiting Neck pain Balance problems or dizziness Blurred, double, or fuzzy vision Sensitivity to light or noise Feeling sluggish or slowed down Feeling foggy or groggy Drowsiness Change in sleep patterns | <ul style="list-style-type: none"> Amnesia “Don’t feel right” Fatigue or low energy Sadness Nervousness or anxiety Irritability More emotional Confusion Concentration or memory problems (forgetting game plays) Repeating the same question/comment |
|--|---|

Signs observed by teammates, parents and coaches include:

- | |
|--|
| <ul style="list-style-type: none"> Appears dazed Vacant facial expression Confused about assignment Forgets plays Is unsure of game, score, or opponent Moves clumsily or displays incoordination Answers questions slowly Slurred speech Shows behavior or personality changes Can’t recall events prior to hit Can’t recall events after hit Seizures or convulsions Any change in typical behavior or personality Loses consciousness |
|--|

What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Legal References:

California Education Code section 49475,

California Interscholastic Federation Bylaw 313

Oxnard School District

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Dolor de cabeza • “Presión en la cabeza” • Náusea o vómito • Dolor de cuello • Problemas de equilibrio o mareos • Visión borrosa o visión doble • Sensibilidad a la luz o ruido • Decaído • Adormecido • Mareado • Cambios en los hábitos de dormir | <ul style="list-style-type: none"> • Amnesia • “No se siente bien” • Fatiga o energía baja • Tristeza • Nervios o ansiedad • Irritabilidad • Más sensible • Confundido • Problemas con concentración o memoria (por ejemplo: olvidar las jugadas) • Repetir la misma pregunta o comentario |
|---|--|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- | |
|---|
| <ul style="list-style-type: none"> • Parece desorientado • Tiene una expresión facial vacía • Está confundido acerca de la tarea o actividad • Se olvida de las jugadas • Está confundido sobre el juego, los puntos o el oponente • Se mueve torpemente o muestra una falta de coordinación • Contesta las preguntas lentamente • Arrastra las palabras • Muestra cambios de comportamiento o personalidad • No puede recordar los eventos que sucedieron antes de la colisión • No puede recordar los eventos que sucedieron después de la colisión • Ataques o convulsiones • Cualquier cambio en el comportamiento típico o personalidad • Pérdida de la conciencia |
|---|

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

☐ In-state

(Minor)

☐ Out-of-state

Completion of this form is required for all field trips / excursions.

Name of Student

Date of Birth (for emergency purposes)

Student Address

Name of School

Class/ Program

Teacher

Date(s) of Field Trip/Excursion

Location of Field Trip/Excursion

Transportation Provider

1. **I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
2. **Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?
☐ No ☐ Yes. Please explain _____
3. **Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?
☐ No ☐ Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).
4. **If you have health insurance, please list:**

Health Insurance Company

Policy Number

Group Number

5. **Please list additional emergency contacts, should the parent/guardian be unavailable:**

Emergency Contact

Telephone

Emergency Contact

Telephone

6. **Conduct:** I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.
7. **Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:
"All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."
In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.
I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.
8. **In the event of illness or injury,** I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).
9. **I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

Signature of Parent/Guardian

Date

Home telephone

Work telephone

Mobile telephone or pager

White – Field Trip Supervisor
SFA 2010, Rev. 6/17/2014

Yellow – School/Facility

Pink – Parent/Guardian

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

☐ Dentro del Estado

(Menor de Edad)

☐ Fuera Del Estado

Es un requisito completen esta forma para todos los paseos educativos o excursiones.

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?
☐ No ☐ Si Explique por favor, _____
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?
☐ No ☐ Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/Guardián



OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

PREVENTION: There are several steps which can be taken to prevent heat illness from occurring:

ADEQUATE HYDRATION: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

GRADUAL ACCLIMATIZATION: Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

HEAT EXHAUSTION: Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

• Dizziness, lightheadedness, weakness	• Profuse sweating
• Headache	• Cool, clammy skin
• Nausea	• Hyperventilation
• Diarrhea, urge to defecate	• Decreased urine output
• Pallor, chills	

TREATMENT: Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

HEAT STROKE: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

WARNING SYMPTOMS:

This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

Signs observed by teammates, parents and coaches include:	
• Dizziness	• Weakness
• Drowsiness, loss of consciousness	• Hot and wet or dry skin
• Seizures	• Rapid heartbeat, low blood pressure
• Staggering, disorientation	• Hyperventilation
• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)	• Vomiting, diarrhea

Final Thoughts for Parents and Guardians:

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

Student-Athlete Name - Printed

Student-Athlete - Signature

Date

Parent Or Legal Guardian Name - Printed

Parent or Legal Guardian - Signature

Date



Hoja de información CIF para padres/estudiantes referente a la insolación

¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1° de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

PREVENCIÓN: Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

LA HIDRATACIÓN APROPIADA: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

LA ACLIMATACIÓN GRADUAL: La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

EL AGOTAMIENTO DEBIDO AL CALOR: Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

TRATAMIENTO: Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

INFARTO DEBIDO AL CALOR: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

SÍNTOMAS DE ALARMA:

Los siguientes síntomas representan una **EMERGENCIA MÉDICA**. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

Consejos finales para los padres y tutores legales:

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el fútbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

Nombre del estudiante/atleta – *Letra de molde*

Firma del estudiante/atleta

Fecha

Nombre de padre/madre/tutor legal - *Letra de molde*

Firma de padre/madre/tutor legal

Fecha



OXNARD SCHOOL DISTRICT

Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

Side effects may include one or more of the following:

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

Risks are greater with the following:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
 - Work together to create a plan on how to manage your pain.
 - Talk about ways to help manage your pain that don't involve prescription opioids.
 - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
 - Never sell or share prescription opioids.
 - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:
www.fda.gov/Drugs/ResourcesForYou
- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date**Legal References:**

California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association



DISTRITO ESCOLAR DE OXNARD

Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

Los efectos secundarios pueden incluir uno o más de los siguientes:

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

Los riesgos son mayores con lo siguiente:

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

SEPA CUÁLES SON SUS OPCIONES

Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
 - Establezcan juntos un plan para tratar el dolor.
 - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
 - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
 - Nunca venda ni comparta opioides recetados.
 - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite www.cdc.gov/drugoverdose para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmele a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Nombre del Estudiante Deportista

Firma del Estudiante Deportista

Fecha

Nombre del Padre o Tutor Legal

Firma del Padre o Tutor Legal

Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

OXNARD SCHOOL DISTRICT
Parent/Student CIF Steroid Information Sheet and Acknowledgement



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

Student-Athlete Name - *Printed*

Student-Athlete - *Signature*

Date

Parent or Legal Guardian Name - *Printed*

Parent or Legal Guardian - *Signature*

Date



DISTRITO ESCOLAR DE OXNARD

Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

Nombre del estudiante/atleta – *Letra de molde*

Firma del estudiante/atleta

Fecha

Nombre de padre/madre/tutor legal - *Letra de molde*

Firma de padre/madre/tutor legal

Fecha

Oxnard School District
Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- ☐ Fainting or seizure, especially during or right after exercise;
- ☐ Fainting repeatedly or with excitement or startle;
- ☐ Excessive shortness of breath during exercise;
- ☐ Racing or fluttering heart palpitations or irregular heartbeat;
- ☐ Repeated dizziness or lightheadedness;
- ☐ Chest pain or discomfort with exercise;
- ☐ Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- ☐ Known structural heart abnormality, repaired or unrepaired;
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- ☐ Family history of known heart abnormalities or sudden death before age 50;
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- ☐ Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

Acknowledgment

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Legal References:

California Interscholastic Federation Bylaw 503

Oxnard School District

Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- ☐ Colapso o convulsiones, especialmente justo después de ejercitarse;
- ☐ Colapso frecuente, o por emoción o susto;
- ☐ Falta excesiva de aliento durante el ejercicio;
- ☐ Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- ☐ Mareo o aturdimiento frecuente;
- ☐ Dolor o malestar en el pecho al ejercitarse;
- ☐ Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- ☐ La presencia de una anomalía estructural del corazón, reparada o no reparada;
- ☐ Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- ☐ Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- ☐ Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- ☐ El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

¿Qué tan común es el PCR en los Estados Unidos?

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

Nombre Del Atleta Adolescente

Firma Del Atleta Adolescente

Fecha

Nombre Del Padre/ Tutor

Firma Del Padre/ Tutor

Fecha

Referencia legal:

Federación Interescolar de California Por Ley 503

PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.

☐ Medicines

☐ Pollens

☐ Food

☐ Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
BONE AND JOINT QUESTIONS	Yes	No	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			FEMALES ONLY		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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HE0503

9-2681/0410

■ PREPARTICIPATION PHYSICAL EVALUATION

THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	Yes	No
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	☐ Male ☐ Female	
BP	/ (/)	Pulse	Vision R 20/ L 20/ Corrected ☐ Y ☐ N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat - Pupils equal - Hearing			
Lymph nodes			
Heart ^a - Murmurs (auscultation standing, supine, +/- Valsalva) - Location of point of maximal impulse (PMI)			
Pulses Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) ^b			
Skin HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic ^c			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional Duck-walk, single leg hop			

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- ☐ Not cleared
- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

PREPARTICIPACIÓN EVALUACIÓN FÍSICA

FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico _____ Fecha de Nacimiento _____
Nombre _____
Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

Medicinas y Alergias: Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias? ☐ Sí ☐ No Si tienes alergias, indica la alergia
☐ Medicinas ☐ Polen ☐ Comidas ☐ Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: ☐ Asma ☐ Anemia ☐ Diabetes ☐ Infecciones ☐ Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
Preguntas de la salud de tu corazón	Sí	No	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: ☐ Alta presión sanguínea ☐ soplo cardíaco ☐ Colesterol alto ☐ Infección del corazón ☐ Enfermedad de Kawasaki ☐ Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
Preguntas de la salud de los corazones de tu familia	Sí	No	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrófica, síndrome de Marfan, la miocardiopatía arritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incautaciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
Preguntas de huesos y articulaciones	Sí	No	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			Sólo mujeres	Sí	No
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "sí" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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PREPARTICIPACIÓN EVALUACIÓN FÍSICA

EL ATLETA CON NECESIDADES ESPECIALES:

FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	☐ Male ☐ Female	
BP	/	(/)	Pulse Vision R 20/ L 20/ Corrected ☐ Y ☐ N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat - Pupils equal - Hearing			
Lymph nodes			
Heart* - Murmurs (auscultation standing, supine, +/- Valsalva) - Location of point of maximal impulse (PMI)			
Pulses Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) ^b			
Skin HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic ^c			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional Duck-walk, single leg hop			

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- ☐ Not cleared
- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____



School Athletics Physical Contact Acknowledgement

Student name

Birth date

Parent or legal guardian (Please print)

Student address

School

Sport/Activity

Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

Signature (Student)

Date

Signature (Parent or legal guardian)

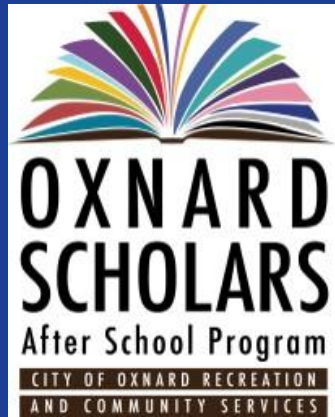
Date

Home telephone

Work telephone

Mobile telephone or pager

Agreement with the Oxnard School District for the Operations of the After School Education and Safety Grant



Community Services Committee – May 13, 2025
City Council – May 20, 2025
By: Danaly Perez, Recreation Supervisor

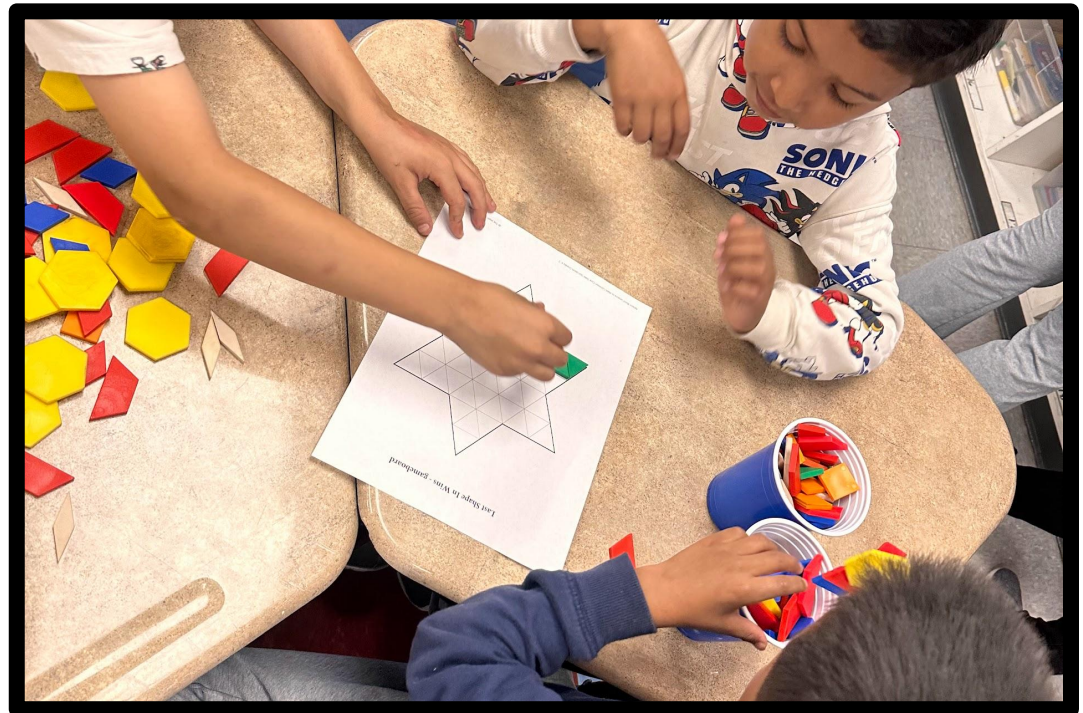
Overview

- Serving over 2,200 Oxnard students
- Employing 100 individuals between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 1,500-2,000 parents and other family members.



Educational and Literacy Element

- Homework Assistance
- English Language Development
- Math Fluency
- Reading Fluency/High Frequency Words

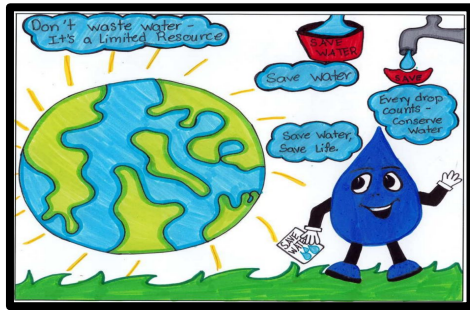


Enrichment Opportunities

- Visual and Performing Arts
- Music
- Physical Activity/Recreation
- Health/Nutrition
- Technology
- Science



Enrichment Opportunities: Highlights



- In partnership with the City's Water Division, after school program students had the opportunity to participate in the Water Wise Art Contest.



- The Cultural Arts Academy was introduced at 7 school sites offering art programming to 140 6th-8th grade students.

Community Outreach and Service Learning

- Downtown Christmas Parade
- Cultivating Scholars (Parent Nights)
- Cultural Arts Academy
- Meet-Up Clean-Up
- Rockin' 2 Sports
- Fun Fest
- Insect Festival
- Recreation Youth Sports Leagues



Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during nonschool hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a contract valued at \$4,470,000

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8586) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,470,000 to operate the After-School Education and Safety Program with a City match of \$130,000 of in-kind services.



END OF PRESENTATION



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: May 13, 2025

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Proposed Ordinance Revising the Cultural Arts Commission Powers & Duties. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council adopt an ordinance revising Section 2-131 of the Oxnard City Code related to the Cultural Arts Commission.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/hWnUN-Bg6XI>

BACKGROUND

The Cultural Arts Commission (CAC) is one of the six Citizen Advisory Groups (CAGs) in the City of Oxnard, serving in an advisory capacity to the City Council. Each CAG is assigned specific powers and duties that define its focus for the legislative body. The CAC's primary role is to advise the City Council on all matters pertaining to cultural arts, including supporting public art projects through the Public Art Fund.

Below is a brief timeline of how this advisory body has changed over the past forty years and the reason why the powers and duties need to be updated today.

Cultural and Fine Arts Commission

From 1980 to 1996, the City was served by a "Cultural and Fine Arts Commission," which was dissolved by formal Council action due to inactivity after failing to meet for a full calendar year.

Cultural Arts Committee

On February 1, 2011, the City Council took formal action to establish a Cultural Arts Committee, appointing councilmembers Pinkard and Ramirez to serve. The purpose of the committee was to direct the implementation of the City Cultural Master Plan adopted in 2009 and to make recommendations to the City Council. Between 2011 and 2014, the committee was served by two councilmembers, supported by City staff, and received participation from community members with an interest in the arts. This committee also made recommendations on the public art fund grants. Around 2013-2014, the committee advocated for the formation of the Cultural Arts Commission (CAC), believing that a CAG structure would better serve the needs of Oxnard's residents relating to the arts. Although the CAC was established, in 2017 the committee was responsible for recommending the public art fund grant awards as there were conflict of interest concerns with the CAC membership.

Cultural Arts Commission

The ordinance establishing the Cultural Arts Commission (CAC) was adopted by City Council on November 8, 2014, as a nine-member body which would serve similar functions to the Cultural Arts Committee, including managing the Cultural Arts Grants process. At the time, the CAC was established as a nine-member body. Members were appointed beginning in 2015. Today, the CAC exists as a seven-member commission, with six district-based Council appointments and one appointed at-large. The powers and duties have not been reviewed or updated since its creation in 2014.

DISCUSSION

Since its establishment as a CAG in 2014, the powers and duties of the CAC have not changed, causing confusion among members as the current language implies decision-making authority beyond the commission's advisory role to the City Council. This issue likely stems from the many functions that were carried over from its time as a Council committee into its current powers and duties as an advisory group.

The challenges the commission faces include:

- **Unclear Advisory Role:** Current powers and duties carried over responsibilities from a prior Council committee and did not clarify the advisory role of the commission.
- **Impact of Development Impact Fee Changes:** Updates to guidelines restricted the Public Art Fee to be used only for physical art such as murals, mosaics, and sculptures. As a result, the CAC could no longer issue grants from the Public Arts Fund, which had been a key function.
- **Decline in Membership and Participation:** The loss of grant-issuing authority and concerns over conflicts-of-interest relating to commissioners' relationships with potential grantees caused membership or participation in the CAC to decline, with some former members citing this as a reason for their resignation. While many of these conflict-of-interest issues have gone away as a result of this change, membership and the commission's purpose remain a concern.

Currently, there are four members on the CAC, three of which are relatively new. However, many meetings have been canceled since their time on the commission due to lack of quorum and lack of agenda items.

Creation of an Ad-Hoc Committee

In Fall 2024, the CAC established an ad hoc committee to review and discuss modifications to the existing powers & duties. The goal of this ad hoc committee was to:

- Review the powers and duties,
- Discuss the role of the Commission and what they aim to accomplish, and
- Recommend modifications to streamline and provide clarity and direction for the current and future CAC members.

The ad hoc committee, comprised of two commissioners and staff from the Cultural Arts Division of the Cultural and Community Services Department and the City Manager's Office, was formed to enhance the CAG efficiency and effectiveness by providing clear and transparent powers and duties for commissioners. The committee met three times between October 2024 and January 2025 to accomplish this task. In January 2025, the committee agreed upon the streamlined powers and duties and presented them to the CAC on February 5, 2025. If the ordinance is adopted, the CAG would have the following powers and duties (Attachment #1):

- Advise the city council on all matters pertaining to the cultural arts in the community;

- Advise and make recommendations on the quality, quantity, scope, and style of public arts projects administered by the City; nominate members to serve on selection panels and review and recommend funding for these projects;
- Recommend to the city council the distribution of revenues collected through fund-raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;
- Participate in the development of the strategic public art plan and longer-ranged strategic public art plans;
- Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council; and
- Prepare and submit an annual report of activities to the city council and make such other reports and recommendations from time to time as the cultural arts commission may determine necessary to support cultural arts in the community.

On February 5, the CAC recommended that City Council adopt the proposed streamlined powers and duties. A comparison of the existing powers and duties with the proposed powers and duties is included as Attachment #2.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. Draft Ordinance_CAC Powers and Duties
2. Cultural Arts Commission Powers and Duties - Red Line Copy
3. Streamlining the Cultural Arts Commission Powers and Duties

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
AMENDING SECTION 2-131 TO THE OXNARD CITY CODE

WHEREAS, the City of Oxnard established the Cultural Arts Commission (“CAC”) as a Citizen Advisory Group in 2014; and

WHEREAS, the powers and duties of the CAC were carried over from the former Cultural Arts Committee composed of two City Councilmembers and appointed volunteers; and

WHEREAS, the powers and duties have not been reviewed since the CAC’s establishment in 2014 and

WHEREAS, the powers and duties cause confusion among members as they imply decision-making authority for this advisory board;

WHEREAS, the CAC has struggled with membership retention in recent years due to this confusion, resulting in meeting cancellations and project delays; and

WHEREAS, the CAC has reviewed the existing powers and duties and recommended modifications to streamline their functions; and

WHEREAS, the CAC approved these modifications on February 3, 2025; and

WHEREAS, the City Council desires to amend the existing ordinance related to the CAC’s powers and duties to reflect the changes proposed by the CAC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Section 2-131 of the Oxnard City Code is hereby amended to read as follows:

“Sec 2-131. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

- (A) Advise the city council on all matters pertaining to the cultural arts in the community;
- (B) Advise and make recommendations on the quality, quantity, scope, and style of public arts projects administered by the City; nominate members to serve on selection panels and review and recommend funding for these projects;
- (C) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;

- (D) Participate in the development of the strategic public art plan and longer-ranged strategic public art plans;
- (E) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council.
- (F) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations from time to time as the cultural arts commission may determine necessary to support cultural arts in the community.”

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Part 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. was first read on _____, 2025, and finally adopted on _____, 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT #2: Powers & Duties Comparison

Cultural Arts Commission

Sec 2-130. ESTABLISHED; QUALIFICATIONS.

- (A) There is hereby established a cultural arts commission composed of seven members.
- (B) A member shall serve without compensation, shall reside in the city, shall be at least 18 years of age, and shall have a special knowledge or interest in the arts.

Sec 2-134. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

- (A) Advise the city council on all matters pertaining to the cultural arts in the community;
- ~~(B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and/or related art projects and proposals;~~
- ~~(C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;~~
- ~~(D) Provide a local, state and national network of support and supporters of the local arts;~~
- ~~(E)(B) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of request for proposals matches skills assessed by evaluators in the review process;~~
- ~~(F)(C) Advise and make recommendations on the quality, quantity, scope, and style of public arts projects administered by the City; that include developing written materials for soliciting participation, Nominate members to serve on appointing and training selection panels, and reviewing and recommending funding for these projects to ensure integrity of such processes;~~
- ~~(G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;~~
- ~~(H)(D) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;~~
- ~~(I)(E) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;~~
- ~~(J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and~~
- ~~(F) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council.~~
- ~~(K)(G) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations from time as the cultural arts commission may determine necessary to support cultural arts in the community.~~

Streamlining the Cultural Arts Commission Powers & Duties

Community Services, Public Safety, Housing and Development Committee

May 13, 2025

Julie Estrada, Cultural Arts Manager

That the Community Services, Public Safety, Housing and Development Committee recommend that the City Council adopt an ordinance revising Section 2-131 of the Oxnard City Code related to the CAC.

- ❖ The Cultural Arts Commission (CAC) is one of six Citizen Advisory Groups in the City serving in an advisory capacity to the City Council.
 - The CAC's primary role is to advise the City Council on matters pertaining to cultural arts, including supporting public art projects through the *Public Art Fund*
- ❖ Over the past 40 years, the City has been served by various commissions and committees related to cultural arts
 - *Cultural and Fine Arts Commission* was dissolved in 1996 due to inactivity
 - *Cultural Arts Committee* was established in 2011 as a Council committee primarily focused on implementing the Cultural Arts Plan and recommending public art fund grants
 - *Cultural Arts Commission* was established in 2014 and is the City's current CAG focused on the arts.

- ❖ Since its creation in 2014, the powers and duties of the CAC have not changed, causing confusion among members.
- ❖ Challenges facing the commission include:
 - Unclear advisory role: current powers and duties carry over responsibilities from the prior Council committee and did not clarify the advisory role of the CAC
 - Impact of Development Impact Fee Changes: updates to guidelines restricted the Public Art Fee to physical art, therefore the CAC could no longer issue grants, which was a key function.
 - Decline in Membership and Participation: the loss of grant-issuing authority and concerns over conflict-of-interests resulted in a decline in membership
- ❖ As of March 2025, there are four members on the CAC and many meetings have been cancelled due to a lack of quorum and lack of agenda items.

- ❖ In Fall 2024, the CAC established a “powers and duties” ad hoc committee with a goal to:
 - Review the powers and duties;
 - Discuss the role of the Commission and what they aim to accomplish; and
 - Recommend modifications to streamline the powers and duties to provide clarity and direction for current and future members
- ❖ Committee was comprised of two CAC members and city staff
- ❖ Met three times between October 2024 and January 2025
- ❖ Recommended streamlined powers and duties were presented to the CAC on February 5, 2025. The CAC recommended that City Council adopt these recommendations.
 - Proposed powers and duties are included in the staff report



THE END