

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 & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
May 14, 2024
Regular Meeting - 6:45 to 8:15 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 867 3997 3736
3. Passcode: 979019

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 April 23, 2024 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Cultural & Community Services Department

SUBJECT: Agreement with the Hueneme School District for the Operations of the After-School Education and Safety Grant. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute a one-year agreement (A-8551) and Memorandum of Understanding (A-8552) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount not to exceed \$2,225,621.70 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.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/QJQA7mHD8F4>

Contact: Terrel Harrison, (805) 385-7994

2. Cultural & Community Services Department

SUBJECT: Agreement with the Oxnard School District for the Operations of the After-School

Education and Safety Grant. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommends that City Council approve and authorize the Mayor to execute a one-year agreement (A-8550) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,590,000 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/tHMuGbJTnbo>

Contact: Terrel Harrison, (805) 385-7994

3. City Attorney Department

SUBJECT: Presentation of Options regarding Tobacco Retailer Licenses. (10 minutes)

RECOMMENDATION: That the Committee conduct a study session, and direct staff to present the City Council with the following options regarding tobacco retailer licenses:

1. Establish a cap on the number of tobacco retailer licenses issued in the City without exceptions;
2. Establish a cap on the number of tobacco retailer licenses issued in the City with certain exceptions; or
3. Do not establish a cap on the number of tobacco retailer licenses issued in the City.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DdIOhhvpQP8>

Contact: Stephen Fischer, (805) 385-7483

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 14, 2024

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

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the April 23, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 04 23 2024 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
April 23, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald 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 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bryan A. MacDonald, Member Oscar Madrigal, and Member John C. Zaragoza were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None 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 12, 2024 regular meeting as presented.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Housing Department

SUBJECT: Adoption of the Fiscal Year 2024-2025 Annual Action Plan, the amended Regional Consolidated Plan and the amended Citizen Participation Plan.

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

1. Conduct a U.S. Department of Housing and Urban Development public hearing regarding the fiscal year 2024-2025 Annual Action Plan, with funding recommendations, the amended 2020-2024 Regional Consolidated Plan and the amended Citizen Participation Plan;

2. Approve the fiscal year 2024-2025 Annual Action Plan;
3. Approve the updated changes in the amended Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;
4. Authorize the City Manager, and his designees, to incorporate any recommended changes resulting from the public input to the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;
5. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2024-2025 Annual Action Plan, and authorize the budget appropriations to fund the administration and activities, including the ability to increase or decrease activities funding up to ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;
6. Authorize the City Manager, and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; and
7. Authorize the City Manager, and his designees, to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements.

Emilio Ramirez, Housing Director presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza 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 Bryan A. MacDonald adjourned the meeting at 6:53 p.m.

ROSE CHAPARRO
City Clerk

BRYAN A. MACDONALD
Chair



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

REPORTS AGENDA ITEM NO. D.1

DATE: May 14, 2024

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

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

SUBJECT: Agreement with the Hueneme School District for the Operations of the After-School Education and Safety Grant. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute a one-year agreement (A-8551) and Memorandum of Understanding (A-8552) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount not to exceed \$2,225,621.70 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.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/QJQA7mHD8F4>

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, 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 school-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 1,900 students at ten (10) school sites and provides employment training to approximately 60 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 1,900 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

The Proposed FY 24-25 budget will include \$2,225,621.70 in the State & Local Grant fund (210-5511) for the Hueneme Elementary School District program.

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 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 Kiwanis Track Meet, Community Roots Garden field trips, beach clean-ups, the Oxnard Holiday Parade and other like programs.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. Agreement A-8551 with the Hueneme Elementary School District
2. Agreement A-8552 for the HESD SHINE MOU
3. Presentation

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

This AGREEMENT is approved and entered into as of July 1, 2024 (“Effective Date”) through June 30, 2025, 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 by and through 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 Expanded Learning Day 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, 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, its SHINE Program schools, and its students.

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

Incorporation of Recitals

The above recitals are a material part of this Agreement and are incorporated herein by this reference.

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, attached hereto and incorporated herein by this reference.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

b. 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.

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

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.

a. 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.

b. 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.

c. 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.

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.

a. 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.

b. 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.

c. 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.

d. 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.

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.

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.

Indemnification

a. 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.

b. 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.

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.

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.

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:

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

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.

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.

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.

Termination

- a. The partners are committed to the long-term operations and sustained functioning of the SHINE Program.
- b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- c. 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.

- d. 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.

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.

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.

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.

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.

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).

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:

Patricia Marshall, Chief Business Official
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

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.

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.

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

For City of Oxnard:

John C. Zaragoza
Mayor

Date

ATTEST:

Rose Chaparro
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District:

Patricia Marshall
Chief Business Official

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.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC will work together toward meeting the SHINE Program Plan goals for the 2024-2025 school year 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 (11) Site Program Specialists to instruct and support 60 OCC staff and oversee the implementation of items 2-12 below.
2.
 - a. Oversight of implementation of the unified SHINE Schedule each week by all OCC staff.
 - b. Inform the District Site Coordinator of supplies and materials needed each month.
 - c. Ensure all staff explain to parents how 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 essential responsibilities to work in the SHINE Program
 - 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 that the staff apply appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; All staff use the CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions.
 - j. Plan activities using appropriate instructional strategies and materials provided at professional learning days.
3. Provide 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 District Para-educator Test and receive training in the following areas: CPR/First Aid and provide copy of certificate, Mandated Reporting, Sexual Harassment and 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 that they attend all Summer Professional Learning days.
8. Provide an in-kind matching grant of a minimum of \$54,000 to help meet the 33% 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 SHINE staff by having staff return items at the end of each day.
12. Provide budgetary information to HESD as required.
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.

OCC will be provided with an annual total of \$2,225,621 paid in 10 monthly installments of \$222,562 in the 2024-2025 school year.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2024-2027 SHINE Program Plan goals are being met and for proper payment for services.
2. Provide professional learning and follow-up coaching support to SHINE staff.
3. Provide supplies and materials for use in the SHINE Program.
4. Visit sites to ensure grant compliance on 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, etc...
4. Work with teachers to communicate student needs and student progress.
5. Serve as liaison between Expanded Learning Day and 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.
- d9. 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, 2024 and continue to be implemented until June 30, 2025. 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.

For City of Oxnard:

John C. Zaragoza
Mayor

Date

ATTEST:

Rose Chaparro
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District (Fiscal Agency):

Christine Walker, Ed.D.
Superintendent

Date

After School Education & Safety



Community Services Committee – May 14, 2024

City Council – June 4, 2024

By: Esteban Melchor, Recreation Supervisor

Overview



- Serving over 1,900 Oxnard students
- Employing over 60 individuals between the ages 18-25
- Employing 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 1,500-2,000 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
- June Jamboree

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 outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a 1 year agreement valued at \$2,225,621.70

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute a one-year agreement (A-8551) and Memorandum of Understanding (A-8552) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount not to exceed \$2,225,621.70 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.2

DATE: May 14, 2024

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

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

SUBJECT: Agreement with the Oxnard School District for the Operations of the After-School Education and Safety Grant. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends that City Council approve and authorize the Mayor to execute a one-year agreement (A-8550) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,590,000 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/tHMuGbJTnbo>

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 \$4,590,000. 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 Volunteer 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. In 2016, a former Oxnard Scholars Program employee received the California Expanded Learning Emerging Leadership Award from the California Department of Education. There have been multiple individuals employed by the City for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

If approved by the Committee, minor edits may be made to the agreement prior to the City Council's consideration of this item. Staff will update the Council on any changes that have been made to the agreement prior to Council consideration of the agreement.

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 \$4,590,000 will be included in the Proposed FY 2024-25 budget in the State Grant Fund (210). Primary services, including reimbursement for actual expenses, shall not exceed four million five hundred and ninety thousand dollars (\$4,590,000);

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 Proposed FY2024-25 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. Agreement

2. Scholars ASP Presentation 24-25

OXNARD SCHOOL DISTRICT

AGREEMENT #24-12

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:	<u>July 1, 2024 – June 30, 2025</u>
Service Provider:	<u>City of Oxnard School District</u>
Address:	<u>305 West Third Street, 1st Floor West Wing, Oxnard, CA 93030</u>
	<u>Authorized Representative: Terrel Harrison</u>
	<u>Representative’s Email: terrel.harrison@oxnard.org</u>
Type of Service:	<u>X</u> Lead Agency
	<u> </u> 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 2024-2025, commencing July 1, 2024 and ending June 30, 2025 (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 July 1, 2024 to and including June 30, 2025 (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:

Four Million Four Hundred Twenty Thousand Dollars and Zero Cents (\$4,420,000.00)

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:

One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00)

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:

Fifty Dollars and Zero Cents (\$50.00) 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 the 20th, 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 15, 2025, provide copies of all Records for July 1, 2024 to June 30, 2025). 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: City of Oxnard (Rec. Svcs.)
305 West Third Street
1st Floor West Wing
Oxnard, CA 93030
Attention: Terrel Harrison
Phone: 805-385-7995
Email: terrel.harrison@oxnard.org

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: _____
Lisa A. Franz, Director, Purchasing

“Service Provider”

CITY OF OXNARD

☐ John C. Zaragoza, Mayor¹

☐ Jennifer Yates, Purchasing Manager²

Date

ATTEST:

Rose Chaparro, CITY Clerk
(only if Mayor authorizes)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, CITY
Attorney (always required)

Date

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

**Re: Proposal: Oxnard School District Expanded Learning Opportunity Program Proposal
FOR 2024-2025**

Please accept this proposal from the City of Oxnard's Recreation & Community Services Division (RCSD) for the Oxnard School District Expanded Learning Opportunity Program. The RCSD is determined to expand its trajectory of success in being a dependable, consistent, and active partner in helping to close the achievement gap and maintaining strong relationships with families, educational institutions, and scholars. Grounded in the celebration and capitalization of the value inherent in the cultural capital that every student possesses, an appreciation for the unique learning styles of every student, and community-based partnerships, the RCSD will continue to intentionally foster holistic student development and growth, academic excellence, and ultimately seek to realize the potential of every well-rounded scholar.

Through our Oxnard Scholars After School Program (OSASP), in alignment with existing best practices as outlined by the Oxnard School District (OSD), and in collaboration with the unique needs of every school, the RCSD ambitiously seeks to help provide every student the additional support necessary to successfully compete academically. This will be achieved through seamless and educationally enriching experiences that challenge and support the stimulation of critical thought, and self-efficacy, provide a safe and supportive environment, and meet every scholar's social and emotional needs. Through our partnership, we can continue to bridge the connection between our scholars' personal and academic lives.

The RCSD looks forward to continuing working collaboratively with the Oxnard School District and its stakeholders to give every scholar an excellent program that meets each school's

particular academic and social needs. chance to achieve their personal and academic success. Thank you kindly for your consideration of this request to continue to be integral partners in closing the achievement gap.

AGENCY ORGANIZATION

Agency Description

The Recreation & Community Services Division has a successful history of working in network partnerships with local businesses, governmental agencies, and community-based organizations to facilitate and “create community” through effective programming and services. Our comprehensive network will leverage direct resources as well as provide a significant amount of in-kind contributions from the RCSD and a number of its service providers. The RCSD has significant experience and a professional history of providing excellent services to families in Oxnard. Maintaining an excellent reputation in providing highly effective services, fulfilling contractual responsibilities, and efficiently and objectively achieving or exceeding benchmarks or goals are points of pride for the RCSD. Furthermore, the RCSD’s successful history of program administration and management of multiple collaborations, and successful evaluation and oversight has resulted in consistently meeting or exceeding program goals. Recently, our Oxnard Scholars After School Program (OSASP) received the inaugural Leaders in Eating and Activity Practices (LEAP) Award at 4 after school sites through our partnership with Ventura County Public Health.

PROJECT TEAM

Oxnard Scholars is managed and administered by a team of youth development practitioners

with extensive experience in successful after-school program design, implementation, monitoring, and tracking. Below you will find an outline of the project team including the project manager, administration, site-level staff, and additional support.

Program Manager

Cultural & Recreation Services Supervisor, who possesses administrative, management, and programming development experience in the RCSD, will be the Program Manager and serve as the primary contact with the District throughout the project year.

Administration

3 Cultural & Recreation Services Analysts will serve as the project administration team and supervise the site-level program staff. These individuals will manage the RCSD's after school program obligations and community programs targeting youth and their families, providing educational and recreational support to Site Specialists, assist with program development, implementation, supervision, evaluation, and fiduciary oversight.

Site Level Staff (Per Site)

All current and future site-level staff directly supervising students will meet the minimum qualifications, hiring requirements, and procedures for a Para-Educator in the OSD. Every program will maintain a pupil-to-staff ratio of no more than 20 to 1. Each school will include the following site level staff:

Recreation Specialist (Site Coordinator): The site specialist works in a full-time capacity and will be responsible for the day-to-day operations of the program including tracking attendance, direct supervision of program instructors, providing onsite staff coaching, planning meetings with

the academic liaisons and principals, scheduling parent and teacher sessions to celebrate the accomplishments of students and generate ideas to improve the academic needs of students.

Program Instructors (Math, Literacy, Engineering, Art and Recreation): With fidelity, the program instructors will lead lessons/activities, serve as role models, engage students, and support a culture and climate within the program that is conducive to an academically rich, motivating, safe environment for the students to learn.

Recreation Aides In partnership with the Oxnard Union High School District, we will hire high school juniors and seniors with an interest in youth development and education. These students will be partnered with an After School Program Instructor at all times and will assist in the implementation of daily activities. This portion of the program will also serve as a developmental and training opportunity for future hiring of instructors upon graduation from high school.

Sports

The Oxnard Scholars After School Program (OSASP) includes the school athletics program as part of the daily after school activities at all 20 school sites. The OSASP will support 3rd-8th grade teams by providing coaches when needed.

- **Staffing**
 - Athletics Coordinator
 - Coaches
 - Volunteers/Assistants

Anyone interested in participating in the OSASP Athletics Program as a staff member will be required to complete and fill out a City of Oxnard employee application and will undergo all the

processes and procedures of becoming a City of Oxnard employee as stipulated by the City of Oxnard Human Resources (HR) Department. The City of Oxnard HR Department will have the final determination as far as who becomes an OSASP employee.

All volunteers will also be required to fill out a volunteer form and will undergo the City of Oxnard Volunteer Clearance process to participate in any athletic events as well as complete all required prerequisites as a paid employee.

Once cleared and approved by the City of Oxnard as an employee or volunteer, staff will be able to commence and participate in the OSASP Athletics Program and will follow all staff expectations as stated below.

- **Staff Expectations**

All approved OSASP Athletics Program Staff are required to abide by their approved schedule and will be responsible for signing in and out daily with the OSASP Site Coordinator in the site's sign in log. Staff will also complete and be responsible for submitting their own timesheet and any other requested paperwork on time. All staff are invited to participate in all OSASP activities including special events and presentations.

- Athletics Coordinator: will coordinate and be responsible for all teams that will participate in after school athletics including coordination of coaches, team registrations, transportation needs, inventory of equipment and uniforms, hosting tryouts, and communicating with parents in any issues that may arise with student athletes. Athletics Coordinators will conduct coach meetings to follow up with all coaches and to ensure all expectations are being met by students, coaches, and volunteers. In addition, the Athletics Coordinator will communicate

with the OSASP Site Coordinator regarding attendance, behavior issues/discipline, incidents, and needs of the teams and will ensure that students will abide by the requirements of the after school program.

- Coaches: will be responsible for checking in daily with the OSASP Site Coordinator and will pick up their team from the designated after school program sign-in area. At the end of the program, coaches will walk their entire team back to the sign out area. During program hours, coaches will be responsible for all students on their team including behavior and discipline while dressing out and practicing. Coaches are invited to help with homework hour if scheduled ahead of time. During games, coaches will be responsible for all students and will ride on the bus or city vans to and from game locations. Coaches will be responsible for signing out of students and for respecting all property during games. Coaches may also refer to the City of Oxnard Youth Sports Supplemental Rulebook for detailed expectations of coaches. Violations of these expectations can result in removal from the position.

- **Compensation**

- Athletic Coordinators – will be hourly employees working an average of 20 hours per week the entire school year. Additional hours worked will need prior approval from OSASP Management. The bi-weekly payroll schedule will be followed. Athletic Coordinators will be required to keep an hourly time log and will also complete their timesheet on a bi-weekly basis.

- Coaches - will be hourly employees and will work a maximum of 9-15 hours per week for the entirety of the season. Additional time will be allowed for games outside of normal scheduled working hours. Coaches will follow the bi-weekly payroll schedule. Prior approval of the work schedule will be required. Coaches will provide a weekly schedule to the OSASP Site Coordinator, Athletics Coordinator, and OSASP management if the schedule varies from week to week.

City Corps Community Service Learning Team: The City Corps Team will provide teams for the community service-learning component via the Jr. City Corps program at all 6th-8th grade serving school sites.

Police Activities League: The Police Activities League Team will provide ongoing services as part of the youth development strategies via the Youth Directors Council (YDC) at all 6th-8th grade serving school sites.

Plan to Hire, Maintain, and Substitute Staff

Although current internal candidates will be considered for promotion to expeditiously capitalize on our department's strengths and foster professional development, the RCSD has a proposed plan and timeline for hiring staff.

Plan to Hire Staff

The RCSD will continue to actively recruit and hire After School Program Instructors for the Oxnard Scholars After School Program. Below you will find an outline of the ongoing recruitment process consisting of social media posts, job fairs, and flyering at local colleges as well as frequently attended locations to post on announcement boards such as Starbucks and Blenders. Interviews are scheduled biweekly to have a steady flow of applicants. As employees are hired, positions are filled at sites for the core subject areas such as Math, Literacy, Art, Engineering, and Recreation. In addition, a Jr. Recreation instructor will be placed at each school site to increase the site staff support and function as a substitute when other instructors are out, as well as filling in as a sports coach as needed.

Job Posting/Outreach

- **Social Media**
 - Facebook
 - Instagram
 - X
- **Job Fairs**
 - Ventura Chamber of Commerce
 - California State University Channel Islands
 - Local Community Colleges
- **Recruitment Partnerships**

- Oxnard Union High School District
 - Pacifica High School- TECA
 - Hueneme High School- YES Academy
- **Job Search Websites**
 - City of Oxnard
 - Indeed
 - Government Jobs
 - Ventura County Community College District
 - Jobsearcher.com
 - ZipRecruiter.com
 - Job flyer shared with district staff for distribution through the Oxnard School District

Hiring Overview

- Assess existing staff to fill needs and potential advancement/promotion
- Begin rigorous search/marketing of available positions
- Conduct interviews for After School Program Instructors, Recreation Aides, and Substitutes
- Inform applicants of the hiring status
- If chosen for the position, applicants will complete program prerequisites
- Submit the completed City Personnel Action Form (PAF) to the City's HR department
- Conduct background screenings, including DOJ clearance, and drug test
- Inform approved applicants of the status
- Develop school site teams

- Total anticipated length of time

Hiring Process

- Interviews will be held every other Monday and alternating Wednesdays within the timeframe of 1:00 pm-5:00 pm.
- Email candidates moving forward with the next steps by the close of business.
 - The email will request proof of a completed college degree or completion of 48 college units and negative TB test results.
- Candidates who do not meet the minimum education requirement of successful completion of 48 college units will be scheduled to take a ParaPro exam. 2.5 hours will be allotted.
- Personnel Action Forms (PAF) will be created and sent to HR for candidates moving forward in the hiring process.
- Background checks and Livescan paperwork will be provided by HR to candidates who have completed the program's hiring prerequisites.
- HR will set up an orientation for candidates every 2 weeks at the beginning of the City's pay period cycle.
- Once HR orientation is complete, the employee will attend program orientation that clearly outlines program policies, procedures, rules and expectations, etc.

Plan to Maintain Staff

The RCSD will align with the OSD's professional development plan as follows:

- Professional Development for All Staff
 - Fall Training Topics will include: Mandated reporting, CPR/First Aid, policies and procedures, behavior management, classroom discipline, conflict resolution, ethical responsibilities of youth leadership, anti-bullying strategies, positive reinforcement, English Learner strategies, and other topics to align the after school program with the regular day (6-8 hours)
 - Ongoing all-staff professional development will be held every quarter. This will include youth development workshops in areas of: including students in program planning, leadership development, character building, project based activities, and building relationships with youth (4-6 hours)
- Participate in the OSD's literacy and math training offerings.
 - Participate in two full trainings before the start of the school year (4-6 hours) and monthly trainings to receive lesson plans and materials for the upcoming month (2 hours)
 - Homework staff (in partnership with Academic Liaison)
 - Participate in monthly trainings to introduce pacing guides, grade level standards, hands on learning activities, homework forms, incentive programs, and centers (2 hours)

- Enrichment Instructor
 - Participate in monthly training to introduce project based, hands on lessons in areas of science, technology, visual arts, career development, community service learning, music, and other culturally enriching activities based on student's needs and interests (2 hours)
- Recreation Instructor
 - Participate in ongoing bi-monthly meetings (1 hour) and ongoing training in topics such as California P.E. Standards and Administration of:
 - SPARK (Sports, Play Active, Recreation, for Kids), Health, Fitness & Nutrition Education from Children's Power Play! Campaign- Ventura County Public Health, and Nutrition and Physical Activity Tool Box Community Educators Training (Ventura County Public Health) (3-4 hours per month)
- Site Coordinators
 - Attend ongoing bi-monthly meetings (1 hour)
 - All staff will also be required to complete professional development via online training and will be able to participate in any other OSD/Region 8 Training
 - Attend Boost Conference

- California Afterschool Network (CAN) training opportunities
 - Site Coordinator Symposium
 - Continuous Quality Improvement (CQI)

Staff Coverage Plan

The RCSD will have substitute instructors available for coverage when regular staff is absent.

Special Strengths – Understanding our Community

Partnerships

In relation to professional development, the RCSD has also partnered with the Ventura County Public Health, Champions for Change Network for a Healthy California, to provide staff with training opportunities in health, fitness, and nutrition education. The City has also used a variety of agencies and resources to provide ongoing training throughout the year including the California Afterschool Network (CAN), Sports, Play and Active Recreation for Kids (SPARK), and California Parks and Recreation Society (CPRS). Program Administration also attends the Best Out of School Time (BOOST) Conference annually.

During the 2021-2022 academic year, the Oxnard Scholars After School Program began a partnership with our City's water division to include after school program students in the Water Wise art competition. Oxnard Scholars After School Program students shared their creative water-saving ideas through the art contest. Many talented students participated in the contest and it is a partnership that continues to this day. First place artwork is displayed on five of the City's recycling trucks until the end of each contest year. The Oxnard Public Library — Main Library

also features a display of the winning artwork each May in recognition of Water Awareness Month.

In addition to the Water Wise art contest, students in the program participate in the City's annual Fall Festival and Insect Festival art contest where their art is displayed for festival attendees to vote on the best artwork. Art programs and special projects are not to replace Literacy or Math curriculums.

Meeting Grant Assurances, District, and Site Goals

To meet grant assurances and district and site goals, the RCSD will ascribe to the recommended approaches as stated by California Department of Education Expanded Learning Division.

Specifically, the pillar of accountability will include compliance with outcome reporting requirements, categorical program monitoring, certified grant assurances, and fiscal audits. All programs will be

research-based, linked to the instructional day, and will provide quality opportunities for active student engagement and holistic development. Furthermore, the collaboration pillar will include the development of collaborative Professional Learning Communities that will focus on fostering a learning and collaborative culture, be outcome driven, engage in action experimentation, and collective inquiry.

Employee Evaluation Process

To exercise accountability for ensuring quality control and accountability, the RCSD will implement the employee evaluation process as denoted briefly below:

- Site visits conducted by program management
 - Conduct conversations with staff
 - Observe all staff and all program components
 - Implement site visit goals

- Make personal connections with personnel at the site, and encourage reflection, provide feedback, collect snapshots of data, support accountability and planning, and identify issues critical to the site during the visit to allow local personnel to address them
- ASP Quality Self-Assessment Tool
 - Utilize formative assessment observation form to conduct an assessment
- Site Specialists will conduct daily class visits to ensure quality control and efficiency, and ensure that assurances are being met
 - Use of Employee evaluation form and provide technical assistance in areas needed
- Continuous Quality Improvement - Quality Standards for Expanding Learning in California

Statement of Independence

The RCSD agrees with the OSD's Agreement for Consulting Services, Section 11 which references the RCSD shall always remain a wholly independent contractor and not an officer, employee, or agent of the District.

RCSD's PROGRAM DESCRIPTION

Vision Statement

We create community through people, parks, and programs.

Mission Statement

To provide affordable recreational, physical, and cultural opportunities for all Oxnard residents

with a focus on families, youth development, and building healthy communities. The programs and services offered by the department will provide excellent value, and quality, and emphasize the equitable distribution of resources throughout the RCSD. The RCSD offers these programs in safe, attractive, and well-maintained facilities that will reflect the public needs and interests.

The implementation of the program in Oxnard School District will seek to align with the Oxnard School District Strategic Plan and Student Profile.

Program Design and Delivery for Oxnard Scholars

The RCSD will consist of two elements, as outlined by the OSD below, in collaboration with institutional principals and staff to ensure that they are integrated with the site's curriculum, instruction, and learning support activities.

- An **educational and literacy element** will provide 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. A broad range of activities may be implemented based on local student needs and interests.
- The **educational enrichment element** must offer 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 might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.

Program Operations Delivery

Per legislative expectations, all elementary school participants will participate in the full day of

the after school program daily. To allow for a student-centered program that meets the needs and interests of students and program goals, middle schools will implement a flexible schedule. Specifically, students may have three days within nine hours. The program will remain operational five days per week and three hours per day on every regular school day. The program will begin after the regular school day and will end no earlier than 6:00 p.m.

- The K-5 programs will serve approximately 100 students daily while the K-8 and middle school programs will serve 120
- The K-5 programs will enroll approximately 120 students and the K-8 and middle school programs will enroll 140 to ensure the average daily attendance
- The program will provide a waiver/release of liability outlining expectations to parents and will require parent signatures for participation, photo, video, physical activity, treatment, and permission for the RCSD to receive and use information from the OSD
- The program will leave the space provided for use in the same or better condition than found at the start of the program hours
- The program will lead the distribution of a super snack that conforms to nutrition standards as established by the district's Child Nutrition Services
- The program will provide a safe physical and emotional environment and opportunities for relationship-building and promote active student engagement
- The program will provide opportunities for community engagement through events and activities through the City of Oxnard such as Fun Fest, RockN2Sports, and other seasonal events.
- The program will provide a 9 hour day on 30 non-School Days.
- The program will work with enrichment agencies to deliver a the program to students.

Program Schedule

4 Rotation Schedule (sample that may be adjusted to meet the needs of the program)

210		Monday	Tuesday	Thursday	Friday
Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5
15	2:30-2:45 pm	Snack			
40	2:50-3:30pm	(Group 2) Rec	(Group 1) Rec	(Group 3) Rec	(Group 4) Rec
		(Group 3) Art	(Group 3) Art	(Group 2) Art	(Group 3) Art
		(Group 4) Literacy	(Group 4) Literacy - Homework	(Group 1) Literacy - Homework	(Group 1) Literacy
		(Group 5) Math - Homework	(Group 5) Math	(Group 5) Math	(Group 2) Math
40	3:35-4:15 pm	(Group 3) Rec	(Group 3) Rec	(Group 2) Rec	(Group 2) Rec
		(Group 4) Art	(Group 4) Art	(Group 3) Art	(Group 4) Art
		(Group 5) Literacy	(Group 5) Literacy - Homework	(Group 5) Literacy - Homework	(Group 3) Literacy
		(Group 2) Math - Homework	(Group 2) Math	(Group 1) Math	(Group 1) Math
	4:15	Early Release Window			
40	4:20-5:00pm	(Group 4) Rec	(Group 4) Rec	(Group 5) Rec	(Group 3) Rec
		(Group 5) Art	(Group 5) Art	(Group 1) Art	(Group 1) Art
		(Group 2) Literacy	(Group 1) Literacy - Homework	(Group 3) Literacy - Homework	(Group 2) Literacy
		(Group 3) Math - Homework	(Group 3) Math/Literacy (Scholars)	(Group 2) Math - Homework	(Group 4) Math/Literacy (Scholars)
40	5:05 -5:45 pm	(Group 5) Rec	(Group 5) Rec	(Group 1) Rec	(Group 1) Rec
		(Group 2) Art	(Group 1) Art	(Group 5) Art	(Group 2) Art
		(Group 3) Literacy	(Group 3) Literacy - Homework	(Group 2) Literacy - Homework	(Group 4) Literacy
		(Group 4) Math - Homework	(Group 4) Math	(Group 3) Math	(Group 3) Math
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

Block Schedule for Engineering

Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5
15	2:30-2:45 pm	Snack			
40	2:50-3:30pm	Homework	Homework	Homework	Homework
40	3:35-4:15 pm	Recreation	Recreation	Recreation	Recreation
	4:15	Early Release Window			
40	4:20-5:00pm	Engineering	Engineering	Engineering	Engineering
40	5:05 -5:45 pm				
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

Block Schedule for 6th-8th grade instruction at K-8 Schools

Minutes	Time	6th-8th Grade Block Schedule			
15	2:34-2:50 pm	Snack			
40	2:55-3:35pm	Homework	Homework	Homework	Homework
40	3:35-4:15 pm	Recreation	Recreation	Recreation	Recreation
	4:15	Early Release Window			
40	4:20-5:00pm	YDC	Engineering	Engineering	YDC
40	5:05 -5:45 pm	Art	Art	Art	Art
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

EXAMPLES OF RELEVANT PROJECTS

2011-Present Students and Schools Served

For the past 12+ years, RCSD has provided after school programs through the Oxnard Scholars After School Program for 17 elementary and 3 middle schools serving students in grades 1st-8th. Additionally, the program has developed and coordinated the athletic program at the 3 middle schools as an after school program that has increased attendance and this year has expanded to all 20 school sites, serving grades 3-8. Overall, the RCSD supports the enrichment and development of approximately 2,200 students daily.

2011-2024 Schools Served

School	Address	Principal	Telephone
Brekke	1400 Martin Luther King Jr Drive Oxnard, CA 93030	Cheri Scriptor	805-385-1521
Cesar Chavez	301 North Marquita Street Oxnard, CA 93030	Bertha Anguiano	805-385-1524
Curren	1101 North F Street Oxnard, CA 93030	Pablo Ordaz	805-385-1527
Driffill	910 South E Street Oxnard, CA 93030	Javier Tapia	805-385-1530
Elm	450 East Elm Street Oxnard, CA 93033	Christina Fernandez	805-385-1533
Frank	701 North Juanita Avenue Oxnard, CA 93030	Tyler Higa	805-385-1536
Fremont	1130 North M Street Oxnard, CA 93030	David De Los Santos	805-385-1539
Harrington	451 E.Olive Street Oxnard, CA, 93033	Rosaura Castellanos	805-385-1542
Kamala	634 West Kamala Street Oxnard, CA 93033	Brian Blevins	805-385-1548
Lemonwood	2001 San Mateo Place Oxnard, CA 93033	Allison Cordes	805-385-1551
Dr. Manuel M. Lopez	647 West Hill Street Oxnard, CA 93033	Genaro Magana	805-385-1545
Marina West	2501 Carob Street Oxnard, CA 93035	Elva Gonzales-Nares	805-385-1554
Marshall	2900 Thurgood Marshall Drive Oxnard, CA 93036	Chantal Anderson-Witherspoon	805-385-1557
McAuliffe	3300 West Via Marina Avenue Oxnard, CA 93035	Lynn Eborá	805-385-1560
McKinna	1600 South N. Street Oxnard, CA 93033	Erika Ragan	805-385-1563

Ramona	804 Cooper Road Oxnard, CA 93030	Christina Huizar	805-385-1569
Ritchen	2200 Cabrillo Way Oxnard, CA 93030	Nauman Zaidi	805-385-1572
Rose Avenue	220 S. Driskill Street Oxnard, CA 93030	Diana Perez	805-385-1575
Sierra Linda	2201 Jasmine Street Oxnard, CA 93036	Jorge Mares	805-385-1581
Juan Soria	3101 Dunkirk Drive Oxnard, CA 93035	Amanda Kemp	805-385-1584

Program Administration

- Danaly Perez, Cultural and Recreation Services Supervisor (17 years experience)
- Olga Zavala, Cultural and Recreation Services Analyst (15 years experience)
- Ana Marquez, Cultural and Recreation Services Analyst (8 years experience)
- Candidate #3, Cultural and Recreation Services Analyst (years

INSURANCE INFORMATION

The RCSD is self-insured under the provisions of California Law.

EQUAL OPPORTUNITY

Equal Opportunity Employer

The RCSD upholds the equal employer expectations as stated by the Human Resources department for the City of Oxnard. The RCSD is an Equal Opportunity Employer and welcomes applications from all qualified applicants. Oxnard does not discriminate based on race, color, religion, sex, national origin, age, marital status, medical condition, disability, or sexual orientation. Oxnard makes reasonable accommodations for the disabled. If you require special arrangements to participate in the recruitment process, you must inform the Human Resources Department in writing no later than the final filing deadline. Applicants requesting such accommodation must document their request by explaining the type and extent of accommodation required.

Estimated Cost to Deliver Programming:

Temp Labor Staff	\$1,522,199.00	
Permanent Staff	\$ 2,280,000.00	
Sports Program	\$ 520,000.00	
Fixed Cost	\$ 82,801.00	
Operating	<u>\$ 185,000.00</u>	
	\$4,590,000.00	

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. 2024-2025 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
 - ii. Winter Break: January 6-10, 2025
 - iii. Spring Break: April 7-18, 2025

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. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
 - 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. 2024-2025 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
 - ii. Winter Break: January 6-10, 2025
 - iii. Spring Break: April 7-18, 2025

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. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
- 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

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 ☒ 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 ☒ is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz, Director, 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 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, diagnóstico 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 1º 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, infórmeselo 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
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
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: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
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)?		
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?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
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)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
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 _____

©2010 American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopaedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine. Permission is granted to reprint for noncommercial, educational purposes with acknowledgment.

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 _____

© 2010 American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopaedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine. Permission is granted to reprint for noncommercial, educational purposes with acknowledgment.

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 _____

© 2010 Academia Americana de Médicos de Familia, Academia Americana de Pediatría, el Colegio Americano de Medicina del Deporte, Sociedad Médica Estadounidense de Medicina Deportiva, la Sociedad Americana Ortopédica de Medicina Deportiva y Americana de Osteopatía de la Academia de Medicina del Deporte. Se concede permiso para reproducir para fines no comerciales, educativos con acuse de recibo.

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 _____

© 2010 Academia Americana de Médicos de Familia, Academia Americana de Pediatría, el Colegio Americano de Medicina del Deporte, Sociedad Médica Estadounidense de Medicina Deportiva, la Sociedad Americana Ortopédica de Medicina Deportiva y Americana de Osteopatía de la Academia de Medicina del Deporte. Se concede permiso para reproducir para fines no comerciales, educativos con acuse de recibo.

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)

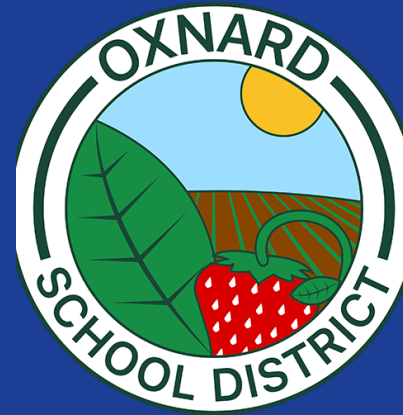
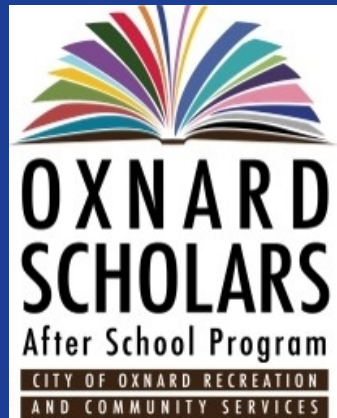
Date

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 14, 2024
City Council – June 4, 2024
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 have the opportunity to participate in the Water Wise Art Contest.



- The Art Gala was held April 18, 2024 with participation from all 20 school sites.

Community Outreach and Service Learning

- Cultivating Scholars (Parent Nights)
- Youth Directors Council
- Meet-Up Clean-Up
- Rockin' 2 Sports
- Fall Fest
- 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 \$4,590,000

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8318) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,590,000 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.3

DATE: May 14, 2024

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

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Presentation of Options regarding Tobacco Retailer Licenses. (10 minutes)

RECOMMENDATION

That the Committee conduct a study session, and direct staff to present the City Council with the following options regarding tobacco retailer licenses:

1. Establish a cap on the number of tobacco retailer licenses issued in the City without exceptions;
2. Establish a cap on the number of tobacco retailer licenses issued in the City with certain exceptions; or
3. Do not establish a cap on the number of tobacco retailer licenses issued in the City.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DdlOhhvpQP8>

BACKGROUND

There are 154 Tobacco Retailer licenses issued in the City (population of 202,063.) Within Ventura County, Ventura (population of 110,763), Thousand Oaks (population of 126,966) and Simi Valley (population of 126,356) have the most similar populations to that of Oxnard. In comparison to the existing 154 Tobacco Retailers in the City, Ventura has 113 Tobacco Retailers, Thousand Oaks has 66 Tobacco Retailers and Simi Valley has 99 Tobacco Retailers.

Staff is seeking direction on whether the City Council desires to retain the existing number of tobacco retailer licenses issued, establish a cap on the number of tobacco retailer licenses to be issued throughout the City, or establish a cap with certain exceptions.

DISCUSSION

Tobacco is the leading cause of preventable death in the United States and kills nearly 8 million people each year globally (World Health Organization 2019). According to the Centers for Disease Control and Prevention (CDC), more than 480,000 deaths in the United States each year are attributable to tobacco use, including one-third of all cancer deaths. In addition to the obvious adverse health impact, tobacco-related death and disease have an adverse economic impact. The CDC reports that tobacco use costs the United States billions of dollars each year. State law prohibits the sale or furnishing of cigarettes, tobacco products, and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors. (California Penal Code section 308.) State law also prohibits public school students from smoking or using tobacco products while on campus, attending school-sponsored activities, or under the supervision or control of school district employees.

(California Education Code section 48901(a).) In addition, state law prohibits smoking in enclosed places of employment (California Labor Code section 6404.5). Despite these restrictions, minors continue to obtain cigarettes and other Tobacco Products at alarming rates. 13.7% of California youth have smoked an entire cigarette by 8th grade according to a 2022 survey conducted by the California Department of Public Health. The former United States Surgeon General Regina Benjamin at a February 2014 summit emphasized that the key factor in the fight against tobacco is preventing minors from becoming smokers. She noted, "for every smoker who dies, there are two so-called replacement smokers trying a cigarette for the first time and getting hooked."

There are 154 Tobacco Retailer licenses issued in the City. The City has a substantial interest in promoting compliance with State laws prohibiting sales of cigarettes and Tobacco Products to minors, in promoting compliance with laws intended to discourage the purchase of Tobacco Products by minors, and in protecting our children from illegally obtained tobacco.

The City Attorney's Office reviewed the San Francisco Density Cap Ordinance (see attachment 1 below) and based on that review, suggests the following three options.

Option 1: Establish a cap on the number of tobacco retailer licenses issued in the City without exceptions

If this option is selected, the City Council may cap the number of tobacco retailer licenses issued by the City. The Council may choose to cap the number of licenses at 154 (the current number) or may choose a lower number. If the Council elects to cap the number of retailers at 154, no new tobacco retailer licenses will be issued unless and until an existing licensed operator ceases operations. If the Council elects to cap the number of retailers at a lower amount, no new licenses will be issued until the number of licensed retailers falls below that cap (i.e. if the cap is 100, no new licenses will be issued until the number of licensed retailers reaches 99).

Option 2: Establish a cap on the number of tobacco retailer licenses issued in the City with certain exceptions

The Council may elect to establish a cap on the number of licensed retailers with certain exceptions. Below is a list of exceptions for the Council to consider:

The adult child of a tobacco retailer permit holder may apply for, and the Director may issue, a tobacco retailer permit to the adult child at the same location without impacting the cap.

A tobacco retailer who must relocate due to a City order may do so and be issued a tobacco retailer permit without impacting the cap.

A spouse or domestic partner may acquire ownership of the tobacco retailer establishment through death of, or divorce from the permit holder, and be issued a tobacco retailer permit.

Option 3: Do not establish a cap on the number of tobacco retailer licenses issued in the City

Do not establish a cap on the number of tobacco retailer licenses issued in the City, therefore the 154 tobacco retailers operating in the City could continue to operate, and more tobacco retailer licenses could be issued.

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.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. san_francisco-ca-2
2. Tobacco Ordinance Presentation

ARTICLE 19H:

PERMITS FOR THE SALE OF TOBACCO

Sec. 19H.1.	Findings.
Sec. 19H.2.	Definitions.
Sec. 19H.3.	Requirement for Tobacco Sales Permit.
Sec. 19H.4.	Application Procedure: Inspection of Premises; Issuance and Display of Permit.
Sec. 19H.5.	Density Cap.
Sec. 19H.6.	Exceptions for Certain New Permits.
Sec. 19H.7.	Permit and Annual License Fees.
Sec. 19H.8.	Permit may not be Transferred to New Persons or Locations.
Sec. 19H.9.	Enforcement and Inspection.
Sec. 19H.10.	Conduct Violating Health Code Article 19D (Regulating Cigarette Vending Machines).
Sec. 19H.11.	Conduct Violating Police Code Section 4600.3 (Regulating the Self-Service Merchandising of Tobacco Products).
Sec. 19H.12.	Conduct Violating Health Code Article 19F (Prohibiting Smoking in Enclosed Areas and Sports Stadiums).
Sec. 19H.13.	Conduct Violating Tobacco Control Laws.
Sec. 19H.14.	Conduct Violating California Penal Code Section 308 (Prohibiting the Sale of Tobacco to Minors).
Sec. 19H.14-1.	Conduct Violating Health Code Article 19P (Prohibiting the Sale of Tobacco Products to Persons Aged 18, 19, or 20).
Sec. 19H.14-2.	Conduct Violating Health Code Article 19Q (Prohibiting the Sale of Flavored Tobacco Products).
Sec. 19H.14-3.	Conduct Violating Health Code Article 19R (Prohibiting the Sale or Distribution of Electronic Cigarettes Lacking Food and Drug Administration Premarket Order of Approval).
Sec. 19H.15.	Conduct Violating California Labor Code Section 6404.5 (Prohibiting Smoking in Enclosed Places of Employment).
Sec. 19H.16.	Fraudulent Permit Applications.
Sec. 19H.17.	Selling Tobacco without a Permit.
Sec. 19H.18.	Other Enforcement.
Sec. 19H.19.	Time Period of Suspension of Permit.
Sec. 19H.20.	Administrative Penalty.
Sec. 19H.21.	Notice of Correction.
Sec. 19H.22.	Notice of Initial Determination.
Sec. 19H.23.	Payment of Administrative Penalties.
Sec. 19H.24.	Appeals to Board of Appeals.
Sec. 19H.25.	Other Remedies.
Sec. 19H.26.	Authority to Adopt Rules and Regulations.
Sec. 19H.27.	City Undertaking Limited to Promotion of the General Welfare.
Sec. 19H.28.	Preemption.
Sec. 19H.29.	Severability.

SEC. 19H.1. FINDINGS.

The Board of Supervisors of the City and County of San Francisco hereby finds and declares as follows:

(a) Tobacco is the leading cause of preventable death in the United States and kills nearly 6 million people each year globally (World Health Organization 2013). According to the Centers for Disease Control and Prevention (CDC), more than 400,000 deaths in the United States each year are attributable to tobacco use, including one-third of all cancer deaths.

(b) In addition to the obvious adverse health impact, tobacco related death and disease have an adverse economic impact. The CDC reports that tobacco use costs the United States billions of dollars each year.

(c) State law prohibits the sale or furnishing of cigarettes, tobacco products and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors. (California Penal Code section 308.) State law also prohibits public

school students from smoking or using tobacco products while on campus, attending school-sponsored activities, or under the supervision or control of school district employees. (California Education Code section 48901(a).) In addition, state law prohibits smoking in enclosed places of employment (California Labor Code section 6404.5). Moreover, San Francisco has adopted ordinances that ban cigarette vending machines in the City (Health Code Article 19D), prohibit pharmacy sales of Tobacco Products (Health Code Article 19J), prohibit the self-service merchandising of Tobacco Products, except in places to which access by minors is prohibited by law (Police Code Section 4600.3), prohibit smoking in enclosed areas and sports stadiums (Health Code Article 19F) and prohibit the use of electronic cigarettes where smoking is not allowed (Health Code Article 19N).

(d) Despite these state and local restrictions, minors continue to obtain cigarettes and other Tobacco Products at alarming rates. 36.8% of California youth have smoked an entire cigarette by age 14 according to a 2012 survey conducted by the California Department of Public Health. The former United States Surgeon General Regina Benjamin at a February 2014 summit emphasized that the key factor in the fight against tobacco is preventing minors from becoming smokers. She noted, "for every smoker who dies, there are two so-called replacement smokers trying a cigarette for the first time and getting hooked."

(e) Although it is unlawful to sell Tobacco Products and/or tobacco paraphernalia to minors, in a 2013 California youth buying survey, 7.6% of retailers surveyed unlawfully sold Tobacco Products to minors. These percentages are more concerning locally. San Francisco's Tobacco Sales to minors were reported to be 13.4% of retailers in 2012. Notably, sales in the City to minors are well above the 2012 statewide sales rate of 8.7%. More aggressive policies are needed to keep San Francisco's youth from gaining access to Tobacco Products.

(f) There are approximately 1,001 outlets in San Francisco that are licensed to sell tobacco, that is about 1 retailer for every 111 youth in the community compared to California generally where there are approximately 36,700 licensed tobacco retail stores in California – one for every 254 youth.

(g) San Francisco has a substantial interest in promoting compliance with State laws prohibiting sales of cigarettes and Tobacco Products to minors, in promoting compliance with laws intended to discourage the purchase of Tobacco Products by minors, and in protecting our children from illegally obtained tobacco.

(h) Social norms about smoking influence smoking rates, particularly among those not addicted. Studies have found that strong governmental regulation of smoking corresponds with and may contribute to anti-smoking norms. Social unacceptability has been repeatedly shown to be an important influence on both smoking rates and anti-smoking norms. Children and young people are particularly influenced by cues suggesting smoking is acceptable.

(i) Empirical research connects lower densities of retail outlets with lower consumption of tobacco, particularly among youth. Higher tobacco retail density encourages smoking by making cigarettes more accessible and available, by normalizing tobacco use, and through increasing environmental cues to smoke. Research focused on California has found a higher prevalence of current smoking and experimental smoking among students at schools in areas with a higher density of tobacco outlets. Prevalence of smoking was higher among students at schools in neighborhoods with five or more stores that sell tobacco than among students at schools in neighborhoods without any stores that sell tobacco.

(j) California communities in lower socioeconomic areas with a higher concentration of convenience stores have significantly higher rates of smoking. Residents of these neighborhoods are more at risk for tobacco related disease and death. Likewise, San Francisco's most disadvantaged neighborhoods are disproportionately impacted by high tobacco retail density. The six supervisorial districts with the highest proportions of tobacco retail sales by population (Districts 3, 5, 6, 9, 10, and 11) also have the lowest median household incomes in the City. District Six, with a median household income of \$38,610, has 270 tobacco permits while District Two, with a median household income of \$102,457, has only 51 tobacco permits. African American and Latino residents are more likely to live in districts with the highest number of tobacco retail outlets.

(k) As the tobacco related public health crisis affects all supervisorial districts in San Francisco, it is in the City's interest to reduce the disproportionate exposure to tobacco outlets that exists among supervisorial districts and to minimize exposure in all supervisorial districts by limiting the number of new tobacco permits issued. District Seven currently has the lowest number (37) of tobacco permitted retailers in San Francisco. Setting a cap slightly above the District Seven density of permitted tobacco retailers as the maximum for each supervisorial district will begin to address the disparity of exposure to tobacco outlets among supervisorial districts and reduce the density of tobacco vendors overall.

(l) San Franciscans support limiting and reducing the number of permits for the sale of tobacco. In a 2012 representative survey of over 220 San Francisco residents, 88.5% felt that too many stores selling cigarettes is bad for community health; almost 74% would support a law that very gradually reduces the number of stores selling cigarettes and Tobacco Products given that the highest density of these is in low income neighborhoods; and 87% would support a policy that would reduce the amount of Tobacco Products available.

(m) Restaurants, and other non-traditional tobacco retailers in California are more likely to sell tobacco to minors than other retailers. 13.1% percent of restaurants and other nontraditional retailers sold tobacco to minors compared to 8.7% of all other California retailers.

(n) Young adult Bar patrons in one California study reported a current smoking rate of 47 percent, nearly four times the 2010 state rate of smoking prevalence for young adults.

(o) Social environments such as Bars and clubs are important venues for public health efforts to address young adult smoking.

(p) This Article 19H is designed to promote the public interest in ensuring that San Francisco businesses operate in compliance with applicable laws regulating tobacco, including laws prohibiting the sale of tobacco to minors and laws regulating smoking.

■ (Added as Sec. 1009.50 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.2. DEFINITIONS.

The following words and phrases, whenever used in this Article, shall be construed as defined in this section. Words in the singular include the plural and words in the plural include the singular. Words in the present tense include the future.

"Application" means the application submitted under Section 19H.4 for a Tobacco Sales permit allowing the person or business to engage in the sale of tobacco products at an Establishment.

"Bar" means an area, whether a separate, stand-alone business or part of a larger business which is devoted to the serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is incidental to the consumption of such beverages.

"Cap" means the figure set forth in Section 19H.5 and represents the total number of permitted Establishments that may operate in each supervisorial district.

"Change of Ownership" means a change of 50 percent or more of the ownership of the business within a 12-month period; provided, however, that if the Permittee is a corporation, transfer of 25 percent of the stock ownership of the permittee shall be deemed to be a Change of Ownership.

"Density Cap" has the same meaning as "Cap."

"Department" means the Department of Public Health.

"Director" means the Director of Health or his or her designee.

"District Population" means the population reported by the Department of Elections in each of the 11 supervisorial districts as required by Charter Section 13.110.

"Establishment" means any store, stand, booth, concession or any other enterprise that engages in the retail sale of Tobacco Products, including stores engaging in the retail sale of food items.

"Permittee" means a person who has obtained a Tobacco Sales permit for a specific location pursuant to this Article.

"Person" means any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Restaurant" means a business that primarily stores, packages, serves, vends, or otherwise prepares food for human consumption on the premises. "Restaurant" includes, but is not limited to businesses primarily engaged in providing (1) food services to patrons who order and are served while seated on the premises, and pay after eating, and (2) food services where patrons generally order and pay before eating on the premises. "Restaurant" also includes separately owned food facilities that are located in a grocery store but does not include the grocery store.

"School" means a public or private kindergarten, elementary, middle, junior high or high school, or a school combining some or all of the above school grades.

"Tobacco Product" means (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, or sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, bidis or snuff; (2) any device or component, part, or accessory that delivers nicotine alone or combined with other substances to the person using the device including but not limited to electronic cigarettes, cigars, or pipes, whether or not the device or component is sold separately. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for use as a tobacco cessation product where such product is marketed and sold solely for such an approved purpose.

"Tobacco Sales" means sales, or any offer to sell or exchange, for any form of consideration, Tobacco Products to any person by any person who operates an Establishment. "Tobacco Sales" includes any display of Tobacco Products.

"Tobacco Shop" means any tobacco retailer whose principal business is selling Tobacco Products, tobacco paraphernalia, or both, as evidenced by any of the following: 50% or more of floor area and display area is devoted to the sale or exchange of Tobacco Products, tobacco paraphernalia, or both; 70% or more of gross sales receipts are derived from the sale or exchange of Tobacco Products, tobacco paraphernalia, or both; or 50% or more of completed sales transactions include a Tobacco Product or tobacco paraphernalia.

(Added as Sec. 1009.51 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015; amended by Ord. [59-15](#), File No. 150242, App. 5/8/2015, Eff. 6/7/2015, Oper. 1/1/2016; Ord. [31-16](#), File No. 151179, App. 3/11/2016, Eff. 4/10/2016, Oper. 7/1/2016)

SEC. 19H.3. REQUIREMENT FOR TOBACCO SALES PERMIT.

It shall be unlawful for any person to engage in tobacco sales, or to allow tobacco sales, in any establishment without first obtaining and maintaining a valid tobacco sales permit from the Department for each location where tobacco sales are conducted. Nothing in this Article shall be construed to grant any person obtaining and maintaining a tobacco sales permit any status or right other than the right to act as a tobacco retailer at the location identified on the face of the permit. The obtaining of a permit does not in and of itself transform a business into a retail tobacco or wholesale shop within the meaning of California Labor Code section 6404.5. It shall be unlawful for any person to engage in tobacco sales, or to allow tobacco sales, at an establishment for which the Director has suspended the tobacco sales while the period of suspension remains in effect. It shall be unlawful for any person to engage in or allow tobacco sales at an establishment for which the Director has revoked the tobacco sales permit for three years from the date of revocation. Permits are valid

as long as the annual license fees are paid.

■ (Added as Sec. 1009.52 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.4. APPLICATION PROCEDURE: INSPECTION OF PREMISES; ISSUANCE AND DISPLAY OF PERMIT.

(a) **Application.** An Application for a Tobacco Sales permit shall be submitted in the name of the person(s) proposing to engage in the sale of Tobacco Products and shall be signed by each person or an authorized agent thereof. The Application shall be accompanied by the appropriate fees as described in Section 35 of the Business and Tax Regulations Code and such fees shall include any required inspections or other work performed by the Planning Department as required by the referral of the application. A separate Application is required for each location where Tobacco Sales are to be conducted. All Applications shall be submitted on a form supplied by the Department and shall contain the following information:

1. The name, address, e-mail address, and telephone number of the Applicant;
2. The Establishment name, address, e-mail address, and telephone number for each location for which a Tobacco Sales permit is sought;
3. Such other information as the Director deems appropriate, including the Applicant's type of business, and whether the Applicant has previously been issued a permit under this Article that is, or was at any time, suspended or revoked. No permit shall be issued if the Application is incomplete or inaccurate.

(b) **Inspection by Director.** Upon receipt of a completed Application and fees, the Director may inspect the location at which Tobacco Sales are to be permitted. The Director may also ask the Applicant to provide additional information that is reasonably related to the determination whether a permit may issue.

(c) **Referral to the Planning Department.** The Director will then refer Applications requiring inspection as to proximity to Schools and existing Establishments to the Planning Department. The Planning Department upon referral shall analyze the Application against the most recent data provided by the Department to determine whether the Applicant's location will comply with subsections (f)(3) and (f)(4) and whether the location qualifies as a Tobacco Shop.

(d) **Issuance of Permit.** If the Director is satisfied that the Applicant has met the requirements of this Article and that issuance of the permit will not violate any law, the Department shall issue the permit. An Establishment may not sell Tobacco Products until the permit is issued.

(e) **Display of Permit.** Each permittee shall display the permit prominently at each location where Tobacco Sales occur. No permit that has been suspended shall be displayed during the period of suspension. A permit that has been revoked is void and may not be displayed.

(f) **Grounds for Denial.**

- (1) No new permit shall be issued if the Director finds that the Applicant is in violation of Health Code Article 19; Police Code Section 4600.3 (regulating the self-service merchandising of tobacco products), or the California Labor Code.
 - (2) No new permit shall be issued if the Applicant does not have a valid current Tobacco Retail Permit from the State Board of Equalization where the Applicant is required to have the State Board of Equalization permit except for businesses selling only electronic cigarettes.
 - (3) No new permit shall be issued if the Applicant will be within 500 feet of the nearest point of the property line of a School as measured by a straight line from the nearest point of the property line on which a School is located to the nearest point of the property line on which the Applicant's Establishment will be located.
 - (4) No new permit shall be issued if the Applicant will be located within 500 feet of the nearest point of the property line of an existing Establishment as measured by a straight line from the nearest point of the property line on which the Applicant's Establishment will be located to the nearest point of the property line of the existing Establishment.
 - (5) No new permit shall be issued in any supervisorial district that has 45 or more Establishments with Tobacco Sales permits.
 - (6) No new permit shall be issued to any Applicant whose main purpose is offering food or alcoholic beverages for sale for consumption on the premises, including Bars and Restaurants.
 - (7) No new permit shall be issued to any Applicant for operation of a Tobacco Shop.
 - (8) No new permit shall be issued for a location not previously occupied by a permitted Establishment.
- (g) **Pending Applications.** Applications that have been submitted to the Director for approval as of December 9, 2014 shall not be subject to the Section 19H.4(f)(2)-19H.4(f)(8) and Section 19H.5.

■ (Added as Sec. 1009.53 by Ord. 254-03, File No. 030869, App. 11/7/2003; amended by Ord. 194-08, File No. 080594, App. 8/7/2008; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.5. DENSITY CAP.

(a) The Density Cap shall be forty-five (45) permitted Tobacco Sales Establishments in a supervisorial district. The Department shall assess the Density Cap every two years to evaluate whether to recommend to the Board of Supervisors an amendment to this Article to change the number of permitted Establishments as reasonably necessary to advance the public health purposes this Article seeks to achieve. The City may not issue a new permit in any supervisorial district that is at or above the Density Cap at the time of submission of the Application.

(b) Pursuant to its authority under Section 19H.26 to adopt rules, the Department may adopt rules governing the approval process for application submitted in a supervisorial district where the number of permits has fallen below the cap, including rules on the timing for the approval process.

■ (Added by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.6. EXCEPTIONS FOR CERTAIN NEW PERMITS.

Notwithstanding Section 19H.5 and Sections 19H.4(f)(3), (4), (5) and (7):

(a) If an owner of a retail food store establishment as defined in the Planning Code or Tobacco Shop who holds a Tobacco Sales permit and has been in business for five years as of the effective date of this Section 19H.6, submits an affidavit to the Director that attests to ownership of the business at the same location and under the same Tobacco Sales permit for five consecutive years immediately preceding submission of the affidavit and that also states that the owner is in negotiations with a specific buyer for the retail food store establishment or Tobacco Shop at that location, then that buyer ("new buyer") may apply for, and the Director may issue, a Tobacco Sales permit to the new buyer for the retail food store establishment or Tobacco Shop at that location, on a one-time basis.

(b) If the new buyer submits an affidavit to the Director, stating that the new buyer has been in business continuously as a retail food store establishment or Tobacco Shop at that same location under the Tobacco Sales permit obtained in accordance with subsection (a) and also states that the new buyer has held the permit for at least 10 years, then a subsequent buyer of the retail food store establishment or Tobacco Shop at that location ("subsequent buyer") may apply for, and the Director may issue, a Tobacco Sales permit to the subsequent buyer for the retail food store establishment or Tobacco Shop on a one-time basis.

(c) Where the owner of a retail food store establishment or Tobacco Shop that holds a Tobacco Sales permit as of the effective date of this Section 19H.6, a child of the owner may apply for, and the Director may issue, a Tobacco Sales permit to the child for that retail food store establishment or Tobacco Shop at that location.

(d) An owner of a retail food store establishment or Tobacco Shop holding a Tobacco Sales permit as of the effective date of this Section 19H.6, who must relocate under Chapter 34B of the Building Code may apply for, and the Director may issue, a new Tobacco Sales permit for the location of the owner's retail food store establishment or Tobacco Shop.

(e) An owner of a Bar or Tavern (cigar or smoking bar) who qualified for an exemption under Section 1009.23(d) of this Code who holds a Tobacco Sales permit and has been in business for five years as of the effective date of this Section 19H.6, who submits an affidavit to the Director that attests to ownership of the business at the same location and under the same Tobacco Sales permit for five consecutive years immediately preceding submission of the affidavit and that also states that the owner is in negotiations with a specific buyer for the Cigar or Smoking Bar at that location, then that buyer ("new buyer") may apply for, and the Director may issue, a Tobacco Sales permit to the new buyer for the Cigar or Smoking Bar at that location, on a one-time basis.

(f) If the new buyer submits an affidavit to the Director, stating that the new buyer has been in business continuously as a Cigar or Smoking Bar at that same location under the Tobacco Sales permit obtained in accordance with subsection (a) and also states that the new buyer has held the permit for at least 10 years, then a subsequent buyer of the Cigar or Smoking Bar at that location ("subsequent buyer") may apply for, and the Director may issue, a Tobacco Sales permit to the subsequent buyer for the Cigar or Smoking Bar on a one-time basis.

(g) If a spouse or domestic partner acquires the ownership of an Establishment through the death of, or divorce from the owner identified on the permit and submits an affidavit to the Director attesting to the acquisition of the Establishment accompanied by any documentation requested by the Director, the Director may issue a Tobacco Sales permit to the Applicant spouse or domestic partner on a one-time basis.

■ (Added by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.7. PERMIT AND ANNUAL LICENSE FEES.

(a) The Department shall charge every applicant for a tobacco sales permit a non-refundable application fee for the initial inspection and processing of the application and an annual license fee sufficient to cover the costs of annual inspections, as determined by the Director. The application and processing fee shall be \$53 and is otherwise governed by Section 35 of the San Francisco Business and Tax Regulations Code. The annual fee is listed in Section 249.16 of the San Francisco Business and Tax Regulations Code. The Fee shall be due annually on March 31 of each year, pursuant to Section 76.1, Article 2 of the San Francisco Business and Tax Regulations Code.*

(b) Beginning with fiscal year 2008-2009, fees set forth in this Section and referred to in this Section may be adjusted each year, without further action by the Board of Supervisors, as set forth in this Section.

Not later than April 1, the Director shall report to the Controller the revenues generated by the fees for the prior fiscal year and the prior fiscal year's costs of operation, as well as any other information that the Controller determines appropriate to the performance of

the duties set forth in this Section.

Not later than May 15, the Controller shall determine whether the current fees have produced or are projected to produce revenues sufficient to support the costs of providing the services for which the fees are assessed and that the fees will not produce revenue which is significantly more than the costs of providing the services for which the fees¹ are assessed.

The Controller shall, if necessary, adjust the fees upward or downward for the upcoming fiscal year as appropriate to ensure that the program recovers the costs of operation without producing revenue which is significantly more than such costs. The adjusted rates shall become operative on July 1.

(Added as Sec. 1009.54 by Ord. 254-03, File No. 030869, App. 11/7/2003; amended by Ord. 149-08, File No. 080744, App. 7/30/2008; Ord. [238-11](#), File No. 111101, App. 12/15/2011; Eff. 1/14/2012; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

CODIFICATION NOTE

- 1. So in Ord. [238-11](#) and previously.

SEC. 19H.8. PERMIT MAY NOT BE TRANSFERRED TO NEW PERSONS OR LOCATIONS.

As described in Section 77 of the San Francisco Business and Tax Regulations Code, tobacco permits may not be transferred or assigned.

- (Added as Sec. 1009.55 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.9. ENFORCEMENT AND INSPECTION.

The Director may enforce all provisions of this Article. Specific grounds for enforcement are set forth in Sections 19H.10 through 19H.18. Upon presentation of proper credentials, the Director may enter and inspect at any time during regular business hours any Establishment that is engaging in Tobacco Sales, or is suspected by the Director of engaging in such sales.

- (Added as Sec. 1009.56 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.10. CONDUCT VIOLATING HEALTH CODE ARTICLE 19D (REGULATING CIGARETTE VENDING MACHINES).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Health Code Article 19D (regulating cigarette vending machines), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19, impose administrative penalties as set forth in Section 19H.20, or both suspend the permit and impose administrative penalties.

(b) The Director shall commence enforcement of this section by serving either a notice of correction under Section 19H.21 of this Article or a notice of initial determination under Section 19H.22 of this Article.

- (Added as Sec. 1009.57 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015; amended by Ord. [6-17](#), File No. 161081, App. 1/20/2017, Eff. 2/19/2017)

SEC. 19H.11. CONDUCT VIOLATING POLICE CODE SECTION 4600.3 (REGULATING THE SELF-SERVICE MERCHANDISING OF TOBACCO PRODUCTS).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Police Code Section 4600.3 (regulating the self-service merchandising of tobacco products), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19, impose administrative penalties as set forth in Section 19H.20, or both suspend the permit and impose administrative penalties.

(b) The Director shall commence enforcement of this section by serving either a notice of correction under Section 19H.21 of this Article or a notice of initial determination under Section 19H.22 of this Article.

- (Added as Sec. 1009.58 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.12. CONDUCT VIOLATING HEALTH CODE ARTICLE 19F (PROHIBITING SMOKING IN ENCLOSED AREAS AND SPORTS STADIUMS).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Health Code Article 19F (prohibiting smoking in enclosed areas and sports stadiums), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19, impose administrative penalties as set forth in Section 19H.20, or both suspend the permit and impose administrative penalties.

- (b) The Director shall commence enforcement of this section by serving either a notice of correction under Section 19H.21 of this

Article or a notice of initial determination under Section 19H.22 of this Article.

■ (Added as Sec. 1009.59 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.13. CONDUCT VIOLATING TOBACCO CONTROL LAWS.

(a) If the Director decides that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates local, state, or federal law applicable to Tobacco Products or Tobacco Sales, including Administrative Code Chapter 105 (imposing Cigarette Litter Abatement Fee), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19, impose administrative penalties as set forth in Section 19H.20, or both suspend the permit and impose administrative penalties.

(b) The Director shall commence enforcement of this section by serving either a notice of correction under Section 19H.21 of this Article or a notice of initial determination under Section 19H.22 of this Article.

(Added as Sec. 1009.60 by Ord. 194-08, File No. 080594, App. 8/7/2008; amended by Ord. 173-09, File No. 090724, App. 7/21/2009; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.14. CONDUCT VIOLATING CALIFORNIA PENAL CODE SECTION 308 (PROHIBITING THE SALE OF TOBACCO TO MINORS).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates California Penal Code section 308 (prohibiting the sale of tobacco to minors), the Director may suspend a tobacco sales permit as set forth in Section 19H.19.

(b) The Director shall commence enforcement of this section by serving a notice of initial determination in accordance with Section 19H.22 of this Article.

■ (Added as Sec. 1009.61 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.14-1. CONDUCT VIOLATING HEALTH CODE ARTICLE 19P (PROHIBITING THE SALE OF TOBACCO PRODUCTS TO PERSONS AGED 18, 19, OR 20).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Health Code Section 19P.3 (Sale or Distribution of Tobacco Products to Persons Aged 18, 19, or 20 Prohibited), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19.

(b) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Health Code Section 19P.4 (Signage), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19, impose administrative penalties as set forth in Section 19H.20, or both suspend the permit and impose administrative penalties.

(c) The Director shall commence enforcement of this Section 19H.14-1 by serving either a notice of correction under Section 19H.21 or a notice of initial determination under Section 19H.22 of this Article 19H; provided, however, that for a first violation during the period July 1, 2016 through June 30, 2017, the Director may serve only a notice of correction and may not serve a notice of initial determination or impose a permit suspension or administrative penalty. For a second violation occurring within the first twelve months, or a first violation occurring after the first twelve months, the Director may serve either a notice of correction under Section 19H.21 or a notice of initial determination under Section 19H.22, and may impose a permit suspension or administrative penalty in accordance with subsections (a) and (b), above.

■ (Added by Ord. [31-16](#), File No. 151179, App. 3/11/2016, Eff. 4/10/2016, Oper. 7/1/2016)

SEC. 19H.14-2. CONDUCT VIOLATING HEALTH CODE ARTICLE 19Q (PROHIBITING THE SALE OF FLAVORED TOBACCO PRODUCTS).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Health Code Section 19Q.3 (Sale or Distribution of Flavored Tobacco Products Prohibited), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19.

(b) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Health Code Section 19Q.4 (Sale or Distribution of Flavored Cigarettes Prohibited), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19.

(c) The Director shall commence enforcement under this Section 19H.14-2 by serving either a notice of correction under Section 19H.21 or a notice of initial determination under Section 19H.22 of this Article 19H.

(Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

Editor's Note:

This Section was added by Ord. [140-17](#), approved July 7, 2017, then suspended by the filing of a referendum petition. As part of [Proposition E](#), it was adopted by the voters at the June 5, 2018 election, and became effective 30 days after the election results were declared.

SEC. 19H.14-3. CONDUCT VIOLATING HEALTH CODE ARTICLE 19R (PROHIBITING THE SALE OR DISTRIBUTION OF ELECTRONIC CIGARETTES LACKING FOOD AND DRUG ADMINISTRATION PREMARKET ORDER OF APPROVAL).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates Health Code Section 19R.2 (Sale or Distribution of Electronic Cigarettes Lacking Food and Drug Administration Premarket Order of Approval Prohibited), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19.

(b) The Director shall commence enforcement under this Section 19H.14-3 by serving either a notice of correction under Section 19H.21 or a notice of initial determination under Section 19H.22.

■ (Added by Ord. [122-19](#), File No. 190312, App. 6/28/2019, Eff. 7/29/2019, Oper. 1/29/2020)

SEC. 19H.15. CONDUCT VIOLATING CALIFORNIA LABOR CODE SECTION 6404.5 (PROHIBITING SMOKING IN ENCLOSED PLACES OF EMPLOYMENT).

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has engaged in any conduct that violates California Labor Code section 6404.5 (prohibiting smoking in enclosed places of employment), the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19.

(b) The Director shall commence enforcement of this section by serving a notice of initial determination in accordance with Section 19H.22 of this Article.

(Added as Sec. 1009.62 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015; amended by Ord. [6-17](#), File No. 161081, App. 1/20/2017, Eff. 2/19/2017)

SEC. 19H.16. FRAUDULENT PERMIT APPLICATIONS.

(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee has obtained a Tobacco Sales permit from the Department by fraudulent or willful misrepresentation, the Director may suspend a Tobacco Sales permit as set forth in Section 19H.19.

(b) Upon a final decision by the Director that the Permittee or the Permittee's agent or employee has obtained a Tobacco Sales permit from the Department by fraudulent or willful misrepresentation, the Director may impose administrative penalties as set forth in Section 19H.20.

(c) Upon a final decision by the Director that the Permittee or the Permittee's agent or employee has obtained a Tobacco Sales permit from the Department by fraudulent or willful misrepresentation, the Director may revoke a Tobacco Sales permit.

(d) Upon a final decision by the Director that the Permittee or the Permittee's agent or employee has obtained a Tobacco Sales permit from the Department by fraudulent or willful misrepresentation, the Director may impose administrative penalties in addition to either suspending or revoking the Tobacco Sales permit.

(e) The Director shall commence enforcement of this section by serving a notice of initial determination in accordance with Section 19H.22 of this Article.

(f) Any person who obtained a permit by fraud or misrepresentation may be prosecuted for either an infraction or a misdemeanor punishable by a fine not to exceed one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for a second violation within one year, and five hundred dollars (\$500) for a third and for each subsequent violation within one year.

(Added as Sec. 1009.63 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015; amended by Ord. [6-17](#), File No. 161081, App. 1/20/2017, Eff. 2/19/2017)

SEC. 19H.17. SELLING TOBACCO WITHOUT A PERMIT.

(a) Upon a final decision by the Director that any person has engaged in the sale of tobacco at any Establishment without a permit, the Director may impose administrative penalties as set forth in Section 19H.20. Persons with a permit application pending under Section 1009.53¹ may sell tobacco without violating Section 1009.64¹ until and unless their permit application is rejected by the Director.

(b) The Director shall commence enforcement of this section by serving a notice of initial determination in accordance with Section 19H.22 of this Article. This Notice of Initial Determination may require that all tobacco sales cease and may impose an administrative penalty.

(c) The City Attorney may maintain an action for injunction to restrain any person from selling tobacco without a valid tobacco sales permit. In any such action, the City Attorney may seek civil penalties and may seek a judicial determination that a person must pay any administrative penalties. The person against whom an injunction issues also shall be liable for the costs and attorney's fees incurred by the City and County of San Francisco in bringing a civil action to enforce the provisions of this section.

(d) Any person who engages in tobacco sales without the required permit may be prosecuted for either an infraction or a misdemeanor punishable by a fine not to exceed one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for a second violation within one year, and five hundred dollars (\$500) for a third and for each subsequent violation within one year.

(Added as Sec. 1009.64 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

CODIFICATION NOTE

- 1. The sections referenced in the last sentence of division (a) were redesignated as Sec. 19H.4 and this Sec. 19H.17, respectively, by Ord. [259-14](#).

SEC. 19H.18. OTHER ENFORCEMENT.

(a) Violations of this Article are hereby declared to be public nuisances and may be enforced as set forth in Section 596 of the San Francisco Health Code.

(b) Violations of this Article are hereby declared to be unfair business practices and are presumed to damage each and every resident of the community in which the business operates.

(c) In addition to other remedies provided by this Article or by other law, any violation of this ordinance may be remedied by a civil action brought by the City Attorney, including, for example, administrative or judicial abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief. The person against whom a successful civil action is brought shall be liable for the costs and attorney's fees incurred by the City and County of San Francisco.

■ (Added as Sec. 1009.65 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.19. TIME PERIOD OF SUSPENSION OF PERMIT.

When this Article allows the Director to suspend a permit, the following sanctions may be imposed:

(a) The Director may suspend the permit for a maximum of 90 days for the first violation.

(b) If a second violation occurs within twelve months of the first violation, the Director may suspend the permit for a maximum of six months.

(c) Upon the third violation, if within twelve months of the prior violation, the Director may suspend the permit for a maximum of one year.

(d) Each suspension is an independent sanction and is served consecutively.

■ (Added as Sec. 1009.66 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.20. ADMINISTRATIVE PENALTY.

When this Article allows the Director to impose an administrative penalty, the Director may assess an administrative penalty not exceeding one hundred dollars (\$100) for a first violation; not exceeding two hundred dollars (\$200) for a second violation; and not exceeding five hundred dollars (\$500) for the third and each subsequent violation. For purposes of administrative penalties, each day that tobacco sales occur without a permit shall constitute a separate violation.

■ (Added as Sec. 1009.67 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.21. NOTICE OF CORRECTION.

When the Director commences an enforcement action with a notice of correction, the Director shall serve the notice on the Permittee or the Permittee's agent. The notice shall state that the Department has determined that a violation may have occurred and that reasonable grounds exist to support this determination. The notice may require corrective action immediately or upon a schedule required by the Director. The Director may require the Permittee to post the notice of correction at the location where the Department alleges that violations have occurred. If the Permittee fails to obey a notice of correction, the Director may serve a notice of initial determination in accordance with Section 19H.22 of this Article.

■ (Added as Sec. 1009.68 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.22. NOTICE OF INITIAL DETERMINATION.

When the Director sends a notice of initial determination, the Director shall serve the notice on the permittee or the permittee's agent. The Notice of Initial Determination may require that all tobacco sales cease. The notice shall state the basis for the Department's initial determination, including the alleged acts or failures to act that constitute a basis for suspension, revocation, and/or an administrative penalty as provided in this Article. After affording the permittee an opportunity to provide information contesting the initial determination, the Director shall issue a decision, including an order imposing an administrative penalty, if any. Copies of this decision and related order(s) shall be served upon the party served with the notice of initial determination. If no notice of appeal of the Director's decision is filed within the appropriate period, the decision shall be deemed final and shall be effective 15 days after it was issued.

SEC. 19H.23. PAYMENT OF ADMINISTRATIVE PENALTIES.

Unless a timely notice of appeal of the Department's final decision is filed, the Department may require payment of any administrative penalty within 30 days of the Director's decision. The Department shall make a written demand for payment by personal delivery or certified mailed notice to the person sanctioned. Any administrative penalty assessed and received in an action brought under this Article shall be paid to the Treasurer of the City and County of San Francisco. The person against whom an administrative penalty is imposed also shall be liable for the costs and attorney's fees incurred by the City and County of San Francisco in bringing any civil action to enforce the provisions of this section, including obtaining a court order requiring payment of the administrative penalty.

■ (Added as Sec. 1009.71 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.24. APPEALS TO BOARD OF APPEALS.

(a) **Right of Appeal.** The final decision of the Director to deny, suspend, or revoke a permit, or to impose administrative sanctions, as provided in this Article, may be appealed to the Board of Appeals in the manner prescribed in Article I of the San Francisco Business and Tax Regulations Code. An appeal shall stay the action of the Director.

(b) **Hearing.** The procedure and requirements governing an appeal to the Board of Appeals shall be as specified in Article I of the San Francisco Business and Tax Regulations Code.

■ (Added as Sec. 1009.72 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.25. OTHER REMEDIES.

Nothing in this Article shall affect any other remedies which are available to the City and County under any law, including (1) Health Code Article 19D (regulating cigarette vending machines); (2) Police Code Section 4600.3 (regulating the self-service merchandising of tobacco products); (3) Health Code Article 19F (prohibiting smoking in enclosed areas and sports stadiums); (4) California Penal Code section 308 (regulating sales of tobacco products to minors); and (5) California Labor Code section 6404.5 (prohibiting smoking in enclosed places of employment).

■ (Added as Sec. 1009.73 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.26. AUTHORITY TO ADOPT RULES AND REGULATIONS.

The Director may issue and amend rules, regulations, standards, guidelines, or conditions to implement and enforce this Article.

■ (Added as Sec. 1009.74 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.27. CITY UNDERTAKING LIMITED TO PROMOTION OF THE GENERAL WELFARE.

In undertaking the enforcement of this ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

■ (Added as Sec. 1009.75 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.28. PREEMPTION.

In adopting this Article, the Board of Supervisors does not intend to regulate or affect the rights or authority of the State to do those things that are required, directed or expressly authorized by federal or state law. Further, in adopting this Article, the Board of Supervisors does not intend to prohibit that which is prohibited by federal or state law.

■ (Added as Sec. 1009.76 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 19H.29. SEVERABILITY.

In the event that a court or agency of competent jurisdiction holds that federal or state law, rule or regulation invalidates any clause, sentence, paragraph or section of this Article or the application thereof to any person or circumstances, it is the intent of the Board of Supervisors that the court or agency sever such clause, sentence, paragraph or section so that the remainder of this Article shall remain in effect.

(Added as Sec. 1009.77 by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.50. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.1 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.51. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.2 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.52. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.3 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.53. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; amended by Ord. 194-08, File No. 080594, App. 8/7/2008; redesignated as Sec. 19H.4 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.54. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; amended by Ord. 149-08, File No. 080744, App. 7/30/2008; Ord. [238-11](#), File No. 111101, App. 12/15/2011; Eff. 1/14/2012; redesignated as Sec. 19H.7 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.55. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.8 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.56. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.9 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.57. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.10 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.58. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.11 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.59. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.12 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.60. [REDESIGNATED.]

- (Added by Ord. 194-08, File No. 080594, App. 8/7/2008; amended by Ord. 173-09, File No. 090724, App. 7/21/2009; redesignated as Sec. 19H.13 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.61. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.14 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.62. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.15 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.63. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.16 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.64. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.17 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.65. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.18 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.66. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.19 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.67. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.20 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.68. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.21 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.69. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.22 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.71. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.23 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.72. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.24 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.73. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.25 and amended by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.74. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.26 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.75. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.27 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.76. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.28 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

SEC. 1009.77. [REDESIGNATED.]

- (Added by Ord. 254-03, File No. 030869, App. 11/7/2003; redesignated as Sec. 19H.29 by Ord. [259-14](#), File No. 141098, App. 12/19/2014, Eff. 1/18/2015)

**Community Services, Public
Safety, Housing & Economic
Development Committee
May 14, 2024**

**Presentation of options regarding
tobacco retailer licenses**

Andrew Gonzalez, Deputy City Attorney

Recommendation

That the Committee conduct a study session, and direct staff to present the City Council with the following options regarding tobacco retailer licenses:

1. Establish a cap on the number of tobacco retailer licenses issued in the City without exceptions;
2. Establish a cap on the number of tobacco retailer licenses issued in the City with certain exceptions; or
3. Do not establish a cap on the number of tobacco retailer licenses issued in the City.

Background

There are 154 Tobacco Retailer licenses issued in the City (population of 202,063.) Within Ventura County, Ventura (population of 110,763), Thousand Oaks (population of 126,966) and Simi Valley (population of 126,356) have the most similar populations to that of Oxnard. In comparison to the existing 154 Tobacco Retailers in the City, Ventura has 113 Tobacco Retailers, Thousand Oaks has 66 Tobacco Retailers and Simi Valley has 99 Tobacco Retailers. Other cities within Ventura County, with similar populations to that of Oxnard, have fewer Tobacco Retailers compared to Oxnard. As such, the Committee should select one of the three options listed above to address the amount of Tobacco Retailers in the City of Oxnard.

Background

Staff is seeking direction on whether the City Council desires to retain the existing number of tobacco retailer licenses issued, establish a cap on the number of tobacco retailer licenses to be issued throughout the City, or establish a cap with certain exceptions.

Discussion

Tobacco is the leading cause of preventable death in the United States and kills nearly 8 million people each year globally (World Health Organization 2019). According to the Centers for Disease Control and Prevention (CDC), more than 480,000 deaths in the United States each year are attributable to tobacco use, including one-third of all cancer deaths. In addition to the obvious adverse health impact, tobacco-related death and disease have an adverse economic impact. The CDC reports that tobacco use costs the United States billions of dollars each year.

Discussion

State law prohibits the sale or furnishing of cigarettes, tobacco products, and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors. (California Penal Code section 308.) State law also prohibits public school students from smoking or using tobacco products while on campus, attending school-sponsored activities, or under the supervision or control of school district employees. (California Education Code section 48901(a).) In addition, state law prohibits smoking in enclosed places of employment (California Labor Code section 6404.5).

Discussion

Despite these restrictions, minors continue to obtain cigarettes and other Tobacco Products at alarming rates. 36.8% of California youth have smoked an entire cigarette by age 14 according to a 2012 survey conducted by the California Department of Public Health. The former United States Surgeon General Regina Benjamin at a February 2014 summit emphasized that the key factor in the fight against tobacco is preventing minors from becoming smokers. She noted, "for every smoker who dies, there are two so-called replacement smokers trying a cigarette for the first time and getting hooked."

Discussion

There are 154 Tobacco Retailer licenses issued in the City. The City has a substantial interest in promoting compliance with State laws prohibiting sales of cigarettes and Tobacco Products to minors, in promoting compliance with laws intended to discourage the purchase of Tobacco Products by minors, and in protecting our children from illegally obtained tobacco.

Option 1

If this option is selected, the City Council may cap the number of tobacco retailer licenses issued by the City. The Council may choose to cap the number of licenses at 154 (the current number) or may choose a lower number. If the Council elects to cap the number of retailers at 154, no new tobacco retailer licenses will be issued unless and until an existing licensed operator ceases operations. If the Council elects to cap the number of retailers at a lower amount, no new licenses will be issued until the number of licensed retailers falls below that cap (i.e. if the cap is 100, no new licenses will be issued until the number of licensed retailers reaches 99).

Option 2

The Council may elect to establish a cap on the number of licensed retailers with certain exceptions. Below is a list of exceptions for the Council to consider:

1. The adult child of a tobacco retailer permit holder may apply for, and the Director may issue, a tobacco retailer permit to the adult child at the same location without impacting the cap.
2. A tobacco retailer who must relocate due to a City order may do so and be issued a tobacco retailer permit without impacting the cap.
3. A spouse or domestic partner may acquire ownership of the tobacco retailer establishment through death of, or divorce from the permit holder, and be issued a tobacco retailer permit.

Option 3

Do not establish a cap on the number of tobacco retailer licenses issued in the City, therefore the 154 tobacco retailers operating in the City could continue to operate, and more tobacco retailer licenses could be issued.

Questions?