



Request for Proposals

Enrichment Agency After-School Program Services 2025-2026 Academic School Year

Date Issued:	October 4, 2024
Pre-Bid Meeting:	October 15, 2024 at 1:00 p.m. PT
Last Day For Questions:	November 13, 2024 at 1:00 p.m. PT
Proposals Due:	December 6, 2024 at 1:00 p.m. PT
Deliver Proposals To:	Oxnard School District 1051 South A Street Oxnard, CA 93030 Attn.: Dr. Ginger Shea, Director, Enrichment & Specialized Programs gshea@oxnardsd.org

TABLE OF CONTENTS

PART I – OVERVIEW..... 2

- 1. Introduction..... 2
- 2. Brief Description of OSD 2
- 3. Brief Description of Requested Services and RFP Process 2
- 4. Overview of RFP Timeline..... 3

PART II – INSTRUCTIONS..... 4

- 1. Review of Entire RFP 4
- 2. Use of OSD Forms Mandatory 4
- 3. Contents of Response..... 4
- 4. Pre-Contractual and Pre-Service Expenses..... 5
- 5. Signatures..... 6
- 6. Complete, Responsive Proposals 6
- 7. Errors in Proposal 6
- 8. Pre-Bid Meeting..... 6
- 9. Submittal of RFP Response 6
- 10. RFP Response Deadline..... 7
- 11. No Reliance on Prior Submittals..... 7
- 12. Modification of RFP Response..... 7
- 13. Withdrawal of RFP Response..... 7
- 14. Interviews..... 8
- 15. Review of Proposals 8
- 16. Award of Contract(s) 8
- 17. Notice of Intent to Award 8
- 18. Protests..... 9
- 19. Post-Award Obligations; Execution of Contracts..... 10
- 20. Ongoing Duty to Provide Accurate, Complete Information..... 10
- 21. OSD’s Further Investigation and/or Request for Further Information 11
- 22. Public Records 11
- 23. No Improper Influence of OSD Board or Staff, or References 12
- 24. No Unauthorized Solicitations..... 12

25.	Reservation of Rights.....	12
26.	No Guarantee	12
27.	Addenda	12
28.	Questions Regarding the RFP.....	12
PART III – SPECIFICATIONS.....		14
1.	Minimum Qualifications of Respondents	14
2.	Types of After-School Programs	14
3.	After-School Program Nutrition	14
4.	After-School Program Funding.....	15
5.	After-School Contract Term and Structure.....	15
6.	After-School Program Staffing.....	15
7.	After-School Program Staff Training	16
8.	After-School Program Student Enrollment and Attendance.....	16
9.	After-School Program Fees.....	17
10.	After-School Program Evaluation.....	18
PART IV – SCHOOL DIRECTORY		19
EXHIBIT “A” PROPOSAL QUESTIONNAIRE		21
EXHIBIT “B” REFERENCES		39
EXHIBIT “C” NON-COLLUSION DECLARATION		42
EXHIBIT “D” AGREEMENT FOR AFTER-SCHOOL PROGRAMS SERVICES		43

October 4, 2024

Dear Potential Enrichment Agency RFP Respondent:

Oxnard School District (“OSD”) invites your organization to submit an Enrichment Agency proposal in response to this Request for Proposals – After-School Program Services (the “RFP”). OSD is seeking qualified after-school program providers to deliver supplemental academic and enrichment programs for OSD students, as more fully described in the RFP. Program providers must have at least five years of experience in after-school programs in similarly situated communities, proposed dynamic curriculum for OSD youth, and have financial capacity to sustain programming for at least four months. The program effective date is July 1, 2025 to June 30, 2026, with possible annual renewals through June 30, 2028.

This RFP and the resulting contract(s) are subject to the Education Code, Public Contract Code, Government Code, and other applicable law. Interested organizations should carefully review the RFP for program requirements. RFP submittals should be concise yet fully responsive and only provide the pertinent information and data requested.

All questions, clarifications, or comments shall be submitted in writing by **November 13, 2024 at 1:00 p.m. PT**. Proposals are due no later than **December 6, 2024 at 1:00 p.m. PT**. Submissions received after that date will not be considered. Interviews (if you are selected for participation) will be scheduled for early January 2025. A notice of intent to award will be announced on or about **January 29, 2025**.

Thank you for your consideration and we look forward to your response.

Kind regards,

Dr. Ginger Shea,
Director of Enrichment & Specialized Programs

As a formality, please note that this letter is not to be construed as an offer to contract with your organization or any specific organization. OSD expressly reserves the right to award a contract or multiple contracts in the best interest of OSD; not award any contract(s); reject any submittals; suspend or terminate the RFP process; and waive any irregularity in the RFP process.

PART I – OVERVIEW

1. Introduction

Oxnard School District (“OSD”) is accepting Enrichment Agency proposals from qualified organizations to provide after-school programs during the 180 school days and 30 non-school days within each academic school year (the “Programs”). The Programs will focus on developing academic, social, emotional, and physical needs and interests of youth through hands-on, engaging learning experiences that supplement daily school instruction. The Programs are generally funded by California Department of Education (“CDE”) grants, including the After-School Education & Safety (“ASES”) Program, 21st Century Community Learning Center (“21 CCLC”) Program, and the Expanded Learning Opportunities Program (“ELOP”). All Programs are subject to available funding.

2. Brief Description of OSD

OSD serves preschool to eighth grade students in the City of Oxnard (the “City”), County of Ventura (the “County”), State of California (the “State”) at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. OSD strives to nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

OSD offers after-school programs to its grade level students to encourage the love of learning, expose students to real experiences, and provide students with opportunities to develop social skills and build competence in their academic abilities. Its enrichment and specialized programs are part of OSD’s mission to ignite, transform, nurture and embrace:

- ❖ *ignite* students’ passions for learning and empower them to achieve brilliance;
- ❖ *transform* classroom and school expectations, relationships, and practices to more fully align with OSD values;
- ❖ *nurture* caring communities that develop students’ full identities, as well as their linguistic, cultural, and academic excellence, social-emotional health, and life potential; and
- ❖ *embrace* high-leverage services and approaches that translate OSD values into action.

3. Brief Description of Requested Services and RFP Process

The City of Oxnard will serve as the Lead Agency for the Programs. The “Lead Agency” is the organization responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal school year of the Contract (July 1 to June 30) as

required by applicable funding sources. The Lead Agency will oversee, coordinate, and take primary responsibility for all after-school programs throughout the entire academic year, including its own programs and any programs provided by Enrichment Agencies. The Lead Agency works with the Programs from school dismissal until closing time during school days and for nine hours during non-school days.

OSD is seeking an undetermined number of qualified organizations to serve as Enrichment Agencies for the Programs. Each “Enrichment Agency” will provide specific types of programs (e.g., arts, robotics, or sports) and may provide such enrichment activities for a limited period of time (such as two weeks during summer vacation or only on Tuesday and Thursday afternoons during the full fiscal year).

OSD intends to enter contracts with various Enrichment Agencies for the 2025-2026 academic school year, commencing July 1, 2025 and ending June 30, 2026, with two one-year renewal options. However, this RFP shall not be construed to create an obligation on the part of OSD to enter into a contract with any organization, or to serve as the basis of a claim for reimbursement for expenditures related to the preparation of a proposal.

This RFP and all subsequent addenda thereto are the sole reference and authority for the preparation of proposals. The contents of this RFP and subsequent addenda take precedence over any and all information related to the administration of the program obtained from any source, either by written or verbal communications.

4. Overview of RFP Timeline

For the convenience of prospective candidates, an overview of the current timeline for this RFP is set forth below. This timeline may be adjusted by addenda to this RFP.

RFP Issue Date	October 4, 2024
Pre-Bid Meeting	October 15, 2024 at 1:00 p.m. PT
Deadline for Questions	November 13, 2024 at 1:00 p.m. PT
Submission Due Date	December 6, 2024 at 1:00 p.m. PT
Proposal Review, Interviews, Reference Checks	December 9, 2024 – January 28, 2025 (interviews January 2025)
Anticipated Notice of Award/Contract Award	January 29, 2025
Protest Deadline	January 31, 2025 at 1:00 p.m. PT
Protest Reply Deadline	February 4, 2025 at 1:00 p.m. PT
Protest Decisions	February 13, 2025
Board Submittal	February 2025
Anticipated Board Approval	March 2025
Insurance Certificate Deadline	June 1, 2025
Onboarding for Successful Candidates	April 1, 2025 – June 15, 2025
Service Agreement Starts	July 1, 2025

PART II – INSTRUCTIONS

Capitalized terms used but not defined in these RFP Instructions (these “Instructions”) shall have the meanings attributed to such terms in other parts of this RFP.

1. **Review of Entire RFP.** Respondents should carefully examine this entire RFP. This RFP contains important information regarding the requested services, minimum qualifications of the organizations submitting proposals for the services, and certain required contract terms. The failure or omission of any organization to receive or examine any document, form, instrument, addendum, or other material, shall in no way relieve the organization from obligations with respect to this RFP or the ensuing agreement. The submission of a proposal in response to this RFP shall be taken as *prima facie* evidence of consent to be bound by this provision.

2. **Use of OSD Forms Mandatory.** Respondents shall use the forms provided in this RFP. Respondents shall not copy and paste, modify or alter the forms in any manner whatsoever. OSD reserves the right to reject any proposal that contains copied, modified or alternate RFP forms. If the forms included in this RFP request additional information from the respondent, then the respondent may submit such additional information on the respondent’s own forms.

3. **Contents of Response.** Each proposal must demonstrate the qualifications of the respondent, provide evidence of the respondent’s capacity to successfully perform the Contract, and deliver detailed information about the respondent’s proposed program offerings. To accomplish the foregoing, the proposals must include the following information.

(a) **Cover letter.** Submit a cover letter that provides (i) the RFP name and number; (ii) the name of the organization submitting the proposal, (iii) a certification that the company is validly existing and in good standing in the State, (iv) a brief overview of the company’s qualifications, (v) confirmation that the proposal is irrevocable for a period of one hundred eighty (180) calendar days from the RFP Response Deadline, (vi) an acceptance of the RFP’s terms and conditions, and (vii) any additional information appropriate for the cover letter. The cover letter should be a well written, concise introduction to the proposal.

(b) **Exhibit A: Proposal Questionnaire.** Respondents shall fully complete, sign, and submit the Proposal Questionnaire. The Proposal Questionnaire and supplemental information will be used to evaluate each respondent’s qualifications to carry out satisfactorily the terms of the Contract. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any subsequent agreement executed as a result of this RFP. Proposals submitted without a completed Proposal Questionnaire shall be rejected as non-responsive. Do not leave any questions blank. If the item is not

applicable, insert “n/a.” Attach additional information and documentation, including proof of current insurance coverage, as instructed on the form.

NOTE: Carefully review and answer all questions in the Proposal Questionnaire. Some answers in the Proposal Questionnaire may automatically disqualify a respondent.

NOTE: Respondents can receive a maximum of 100 points in the below categories.

- i. Organizational History and Expertise (30 points)
- ii. Program Design (25 points)
- iii. Budget and Funding (20 points)
- iv. Staffing (15 points)
- v. Community Partnerships and Recognition (10 points)

Respondents must receive a minimum of 70 points out of 100 to be considered “qualified.”

(c) **Exhibit B: References.** Using the form provided in Exhibit “B,” each bidder shall provide a list of a minimum of five client references and a maximum of ten client references. Contact information on the reference sheet must be current and verifiable. OSD will contact clients as references.

(d) **Exhibit C: Non-Collusion Declaration.** Respondents shall fully complete and submit the Non-Collusion Declaration attached as Exhibit “C.”

(e) **Exhibit D: After-School Program Services Agreement.** Please review the After-School Program Services Agreement attached as Exhibit “D” (the “Agreement”). Successful respondents will be required to execute the Agreement and various contract forms, which along with this RFP will constitute the “Contract.” (The form of the Agreement may be modified if a service provider is another public agency but will not be modified for non-governmental entities, such as nonprofits or for-profits.) Respondents are not required to submit a signed Agreement with their proposal. However, by submitting a proposal, respondents agree to execute the Agreement in the form provided with this RFP.

4. **Pre-Contractual and Pre-Service Expenses.** OSD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential respondents, and respondents shall not include any such expenses as part of their quotes or otherwise charge OSD for such expenses. Pre-contractual expenses are defined as any expenses incurred by the potential respondent in: (a) preparing its RFP response in response to this RFP; (b) submitting that RFP response to OSD; (c) negotiating with OSD any matter related to this RFP, including

a possible contract; or (d) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP or separate from the actual provision of services to OSD under a duly-executed contract.

5. **Signatures.** The proposal must be signed in the name of the respondent's organization and must bear the original signature of the person authorized to sign on behalf of the firm.

6. **Complete, Responsive Proposals.** All proposals to this RFP will be screened for thoroughness and responsiveness. A proposal may be rejected if it is conditional, incomplete, internally inconsistent, ambiguous or contains other irregularities of any kind. OSD may, but is not required to, seek information from any respondent that may resolve an irregularity in the respondent's RFP response.

7. **Errors in Proposal.** Respondents shall be bound by the terms and conditions of their proposals, notwithstanding the fact that errors are contained therein. However, if immaterial errors are found in a proposal, OSD may notify the respondent that the submitted statement/proposal contains errors and require the respondent to correct the errors.

8. **Pre-Bid Meeting.** A mandatory pre-bid meeting is scheduled for **October 15, 2024 at 1:00 p.m. PT** at the OSD Address (defined in Section 9(a)). Respondents must attend this mandatory meeting in person. No alternative attendance methods will be available. This informational meeting is designed to provide interested organizations the opportunity to learn more about the RFP process and OSD's after-school programs.

9. **Submittal of RFP Response.** Respondents shall submit their RFP responses (a) by mail, including overnight mail, or by hand delivery, including courier service, and (b) by email in accordance with the following directions.

a. **Delivery by mail or hand:** Respondents shall submit one (1) original signed copy of their RFP response in a sealed envelope that is clearly labeled "OSD RFP Response – [Insert Respondent's Name]." Respondents shall insert their name in the space labeled "Insert Respondent's Name." RFP responses must be delivered to OSD before the RFP Response Deadline at the following address (hereinafter referred to as the "OSD Address"): Oxnard School District, 1051 South A Street, Oxnard, CA 93030, Attn: Dr. Ginger Shea, Director of Enrichment & Specialized Programs.

b. **Electronic RFP responses:** In addition to delivery by mail or hand, respondents shall submit their RFP responses electronically (*i.e., via email*), as a single PDF organized as set forth in these Instructions, with an email subject line stating only "OSD RFP Response – [Insert Respondent's Name]." Respondents shall insert their name in the space labeled "Insert Respondent's

Name.” Electronic RFP responses must be delivered before the RFP Response Deadline to Dr. Ginger Shea, Director of Enrichment & Specialized Programs at the following email address: gshea@oxnardsd.org.

c. **Restriction on delivery of RFP responses:** RFP responses may only be submitted as set forth above. No oral, telephonic, telegraphic or facsimile RFP responses will be accepted.

10. **RFP Response Deadline.** The RFP Response Deadline is **December 6, 2024 at 1:00 p.m. PT.** Late responses will not be accepted. Each respondent is solely responsible for timely delivery and receipt of its RFP response, regardless of external factors such as traffic, weather, parking issues, lines at OSD’s reception desk, problems with couriers, inadvertent diversion of electronic RFP responses into “junk mail,” delayed receipt of electronic emails, problems with servers, computer “crashes” or other matters. Respondents shall assume all risks associated with delivery of their respective RFP responses. OSD shall in no manner whatsoever be responsible for the timeliness or receipt of RFP responses. Additionally, OSD’s determination of timeliness shall be conclusive. OSD will not consider arguments that its method of calculating timeliness is erroneous or flawed (*e.g.*, that OSD’s clock is inaccurate). Respondents are encouraged to deliver their RFP responses to OSD well in advance of the RFP Response Deadline and to otherwise factor in contingencies such as traffic, parking, problems with electronic delivery, *etc.* when arranging for delivery of their RFP responses.

11. **No Reliance on Prior Submittals.** Respondents must submit a complete RFP response to OSD in accordance with this RFP. Respondents cannot rely upon any prior RFP response or prior provision of relevant documentation to OSD or cross reference those prior documents instead of submitting a complete RFP response to OSD.

12. **Modification of RFP Response.** A respondent may modify its proposal by written notice of withdrawal and resubmission of a modified, complete response before the RFP Response Deadline. Modified responses must be submitted in accordance with paragraph 9 of these Instructions. Modifications will not be considered if offered in any other manner.

13. **Withdrawal of RFP Response.** A respondent may withdraw its statement of qualifications/proposal by submitting a written request to OSD, attention: Dr. Ginger Shea, Director of Enrichment & Specialized Programs at gshea@oxnardsd.org. Withdrawal requests must be made before the RFP Response Deadline. After the RFP Response Deadline, RFP responses shall not be withdrawn for a period of one hundred (180) calendar days. If an award cannot be made within this time, OSD may request respondents to extend the time period during which they agree to be bound by their proposals.

14. **Interviews.** OSD will conduct interviews with select respondents. Interviews are scheduled for **January 2025** at the OSD office in Oxnard, but, at OSD’s option, may be rescheduled or conducted *via* videoconference.

15. **Review of Proposals.** OSD shall review each proposal for the following threshold matters.

a. **Timeliness.** OSD will determine whether the entire proposal was submitted in writing on or before the Proposal Deadline. As set forth in these Instructions, timely submittal of proposals is mandatory. OSD will reject as non-responsive any proposals submitted after the Proposal Deadline.

b. **Compliance with RFP.** OSD will evaluate whether the proposal complies with this RFP, including, but not limited to, these Instructions and the Specifications. Compliance with this RFP is mandatory, although minor irregularities may be waived as set forth in this RFP and in accordance with applicable law.

c. **Substantive Review.** If OSD determines that a proposal is timely received and complies with this RFP, then OSD will substantively review and evaluate the proposals. Questionnaires must receive a score of at least 70 points out of 100 to be considered “qualified.” OSD will also interview respondents’ references and score the interviews and then average those scores. Respondents must receive an average score of at least 70 points in the interview process to be considered “qualified.” OSD will consider any past, proven, and successful history it has with respondents during its evaluation and additional consideration will be given to respondents that are 501(c)(3) nonprofit organizations in good standing with the IRS, FTB, California Attorney General, and California Secretary of State. Out of the qualified respondents, OSD will award the Contract, if any, to the respondent(s) that, in OSD’s sole discretion, best meet OSD’s needs. OSD reserves the right to award the Contract for part, but not all, of the services and/or programs listed in a successful respondent’s proposal.

16. **Award of Contract(s).** Out of the qualified respondents, OSD will award the Contract, if any, to the respondent(s) that best meet OSD’s needs, in OSD’s sole discretion. OSD reserves the right to award the contract by program and to award multiple contracts to multiple organizations.

17. **Notice of Intent to Award.** On or about **January 29, 2025**, OSD shall provide all respondents a notice indicating which respondents, if any, OSD intends to award the Contract (the “Notice of Intent to Award”).

18. Protests. All bid protests (each a “Protest”) shall comply with the following procedures.

a. Protests shall not be submitted by any respondent that withdrew its proposal or failed to timely submit a proposal.

b. Protests shall be submitted to OSD by not later than **January 31, 2025 at 1:00 p.m. PT** (the “Protest Deadline”).

c. Protests shall be in writing, and shall include the following information: (i) the name, address, and telephone number of the respondent, (ii) the name, direct telephone number and email address of the respondent’s authorized representative, (iii) the RFP number and title; (iv) a detailed description of the legal and/or factual grounds for the Protest; (v) all supporting documentation for the Protest; (vi) the form of relief requested by the respondent; and (vii) the signature of the respondent’s authorized representative. On or before the Protest Deadline, the Protest shall be delivered to OSD by email to gshea@oxnardsd.org. OSD will not accept or consider any oral protest (*e.g.*, by telephone) or facsimile protest.

d. OSD will provide a written copy of the Protest to the respondent subject to the Protest. A respondent whose proposal has been protested by another respondent may submit to OSD a written response to the Protest (each a “Protest Reply”). The Protest Reply shall be submitted to OSD no later than **February 4, 2025 at 1:00 p.m. PT** (the “Protest Reply Deadline”).

e. All Protests and Protest Replies shall be submitted to OSD by the Protest Deadline, or Protest Reply Deadline, as applicable, at the OSD Address.

f. If a Protest does not comply with all of the foregoing requirements (provided that a respondent will be deemed to have submitted all documentation that it desires in accordance with the Protest), OSD may reject the Protest as invalid.

g. A respondent may at any time withdraw its Protest.

h. Upon receipt of a valid Protest, OSD shall review the Protest and all relevant information and documents, including any Protest Reply, and shall provide a written response to the protesting respondent and the respondent subject to the Protest. OSD may decline to award the Contract, may award the Contract to a respondent other than as previously intended, or

may award the Contract to a respondent as previously intended despite the Protest.

i. OSD's decision with respect to any Protest shall be final with no further review by or appeal to OSD.

j. The protest procedures set forth herein are a mandatory administrative remedy, and a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested. Each respondent that desires to protest shall file its own Protest and may not in any manner whatsoever rely upon the Protest of another respondent. Failure to comply with these procedures shall be deemed and construed as a waiver of any and all rights the respondent may have to pursue a claim, demand or action arising from or related to the bids, including, but not limited to, the award of the Contract.

k. Notwithstanding the generality of the foregoing procedures, in the event that this RFP will be funded in whole or in part by any State or federal funds that require a protest procedure different than the procedures set forth herein, then that different protest procedure shall control.

19. Post-Award Obligations; Execution of Contracts. Within seven (7) calendar days of being awarded the Contract, the respondent must sign the Agreement and any required contract documents and deliver them to OSD. By **June 1, 2025**, the successful respondent must submit to OSD a final certificate of insurance evidencing coverage in compliance with the requirements set forth in Exhibit C of the Agreement. Timely submission of the final certificate of insurance is a mandatory precondition to OSD's execution of the Contract and the respondent's commencement of its services. If the respondent fails to timely provide the Agreement and required contract documents (including any and all insurance certificates and policy endorsements evidencing compliance with the RFP terms and conditions), then OSD reserves the right to rescind its award of the Contract to that respondent and award the Contract to another respondent. OSD also reserves the right to seek any damages from the respondent.

20. Ongoing Duty to Provide Accurate, Complete Information. RFP responses must contain accurate information. In no event shall any respondent withhold pertinent information or provide false or misleading information. If any information provided by a respondent becomes inaccurate, false or misleading, then the respondent must immediately notify OSD of the discrepancy in writing and provide the accurate information to OSD. In its sole discretion, OSD reserves the right to terminate an existing contract with a successful respondent who provided OSD with inaccurate, false or misleading information. In no event shall OSD be liable for any costs, damages, penalties, or losses incurred by the respondent in association with termination of services under this paragraph or paragraph 21 of these Instructions.

21. OSD’s Further Investigation and/or Request for Further Information.

Although the RFP response will be the primary basis of determining whether a respondent is qualified, OSD expressly reserves the right to examine other available sources, including, but not limited to, conducting Uniform Commercial Code searches; interviewing references; and verifying financial information with the respondent’s independent accountant. Respondents are deemed to have acknowledged and consented to these communications by submitting a statement of qualifications/proposal. Moreover, OSD reserves the right to seek additional information from any respondent at any time. For example, if OSD reasonably determines that information in the RFP response may be false, inaccurate or misleading, then OSD shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, the following: (a) request supplemental documentation from the respondent or other relevant parties to ascertain whether the RFP response included false, inaccurate or misleading information; and (b) if material information in the RFP response was false, inaccurate or misleading, then (i) terminate any agreement with the respondent for cause, and (ii) recover any losses incurred by OSD due to the false, inaccurate or misleading information. OSD expressly reserves the right to seek additional information from respondent regarding insurance coverage during any interview process.

22. Public Records. All materials submitted in response to this RFP shall immediately become the property of OSD and shall be returned only at OSD’s option and at the expense of the vendor submitting the proposal or RFP response. Subsequent to opening of the RFP responses, the RFP responses shall become public records, subject to disclosure under the California Public Records Act (Government Code Sections 6250, *et seq.*) (the “CPRA”). OSD shall not provide advice to respondents regarding the applicability of the CPRA to their respective RFP responses. By submitting an RFP response, respondents are deemed to understand and accept that their RFP responses may be subject to disclosure under the CPRA. In the event that any respondent submits information in its RFP response that constitutes a trade secret as that term is defined in California Civil Code Section 3426.1(d), or that is otherwise exempt by law from disclosure to the public, and prominently labels that information as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY,” as applicable, the information *may* not be subject to disclosure. If respondents indiscriminately label all or most of their RFP responses as exempt from disclosure, without justification, then their RFP responses may be rejected as non-responsive. Respondents submit RFP responses at their sole expense and risk. In no event shall OSD be liable to any interested party, including, but not limited to, any respondent, for the disclosure of any information set forth in any RFP response, regardless of whether the disclosure is required by law or court order, or occurs through the inadvertence, mistake, or negligence of OSD or its officers, employees, contractors, or consultants. Respondents shall be solely responsible and liable for prosecuting or defending any action concerning disclosure of information in their respective RFP responses under the CPRA, and respondents shall hold OSD harmless from all costs and expenses, including, but not limited to, attorneys’ fees in connection with any such action. In accordance with

applicable law and OSD policy, OSD may eventually destroy or otherwise dispose of proposals without prior notice and without any right of recourse to a respondent.

23. No Improper Influence of OSD Board or Staff, or References. Respondents shall not in any way attempt to influence any member of the Board or any OSD administrator, employee or consultant with respect to this RFP or any other matter. Moreover, respondents shall not in any way attempt to influence any of their references or the references of any other respondent. OSD reserves the right to reject the RFP response of any party that violates this provision or appears to violate this provision, and, at any time, to seek any other remedy available at law or in equity for violation of this provision.

24. No Unauthorized Solicitations. This RFP is not an authorization to approach any other parties on OSD's behalf. Except as specifically permitted under any final contract between OSD and a successful respondent, respondents are not authorized to enter into any agreement, undertake any survey, or perform any solicitations on OSD's behalf or with respect to any services contemplated by OSD. Violation of this provision shall be grounds for disqualification from the RFP process and/or termination of any contract with OSD.

25. Reservation of Rights. OSD reserves the right to reject any and all RFP responses, and to waive any informality or irregularity in the RFP responses, or any portion thereof, and/or the RFP process. OSD will reject as non-responsive any RFP responses containing irregularities that are not minor irregularities, including, but not limited to, any RFP response that is materially incomplete. Furthermore, OSD reserves the right to reject the RFP response of any respondent that is or has been in arrears to OSD, or that is otherwise in default of any contract with OSD. OSD also reserves the right to consider any such arrears or default in its evaluation of the respondents.

26. No Guarantee. The issuance of this RFP is not a guarantee that OSD will proceed with the procurement of services contemplated herein within the anticipated timeline or ever. OSD reserves the right to postpone, delay, suspend or terminate its plans with respect to this RFP. No prospective respondents shall have any claims whatsoever against OSD regarding any adjustments or modifications or termination of the OSD's plans with respect to this RFP.

27. Addenda. OSD may modify this RFP, before the date scheduled for submission of proposals, by issuance of an addendum to all parties who have been furnished the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP.

28. Questions Regarding the RFP. All questions regarding this RFP must be emailed by **November 13, 2024 at 1:00 p.m. PT** to:

Dr. Ginger Shea, Director of Enrichment & Specialized Programs

Email: gshoa@oxnardsd.org

Clarification shall be given by written notice to all organizations participating in the RFP process, without divulging the source of the request for same.

[End of Instructions – Remainder of page intentionally left blank]

PART III – SPECIFICATIONS

1. **Minimum Qualifications of Respondents.** To qualify for this RFP, Enrichment Agencies must have at least five (5) years of experience in delivering innovative, results-oriented after-school programs for elementary and/or middle school aged youth in the Oxnard community or a similarly situated community and otherwise satisfy the criteria in this RFP, and currently provide after-school program services to youth.

2. **Types of After-School Programs**

OSD’s after-school programs consist of academic and enrichment activities that are educational, fun, and safe, and supplement daily instruction. The programs are offered Monday through Friday from school dismissal until 6:00 p.m. (including minimum days) and operate a minimum of 15 hours per week. Programs are offered to students in grades K-8 in academics, fitness and nutrition, and youth development, as further explained below.

- ❖ **Academics**, including academic enrichment learning (language arts, mathematics, history and social science, computer training, or science), tutoring, homework support, coding, robotics, making, forensics, arts and cultural activities;

- ❖ **Fitness and nutrition**, including dance, martial arts, intramural sports, yoga, mindfulness, cooperative games, gardening, cooking, outdoor education (community mapping, hiking, backcountry camping, bicycling), health and nutrition education; and

- ❖ **Youth development**, including career and job training, entrepreneurial education, technology/telecommunications training, community service, internships and apprenticeships, substance abuse and drug prevention, violence prevention, counseling and character education, peer mentoring, youth led community service, technical education.

The above categories are examples. The programs vary from school to school and are tailored at each school to meet the particular academic and social needs of the school population. Programs are generally held in person but may occasionally be held remotely or in hybrid format during local, State, or national emergencies, civil unrest, or other imminent danger to students or staff.

3. **After-School Program Nutrition**

After-school programs must include snacks that conform to the nutrition standards set forth in Education Code section 49430 and meals must conform to nutrition standards set forth in the United States Department of Agriculture’s at-risk after-school meal component of the Child and Adult Care Food Program (42 U.S.C. § 1766.) (*See Ed. Code § 8482.3(d).*) Additional information about these requirements is set forth in the Agreement and Exhibits A0-A3 of the Agreement.

4. After-School Program Funding

OSD's after-school programs are currently primarily funded through CDE. The funds are awarded to specific school sites through a competitive process. Funding sources include, but are not limited to, the ASES Program for elementary, middle, and K-8 schools on three-year renewable basis; 21 CCLC Program grants for elementary, middle, and K-8 schools awarded on a five-year basis, and the ELOP Program. Enrichment Agencies must comply with applicable funding source requirements, including any updated, revised, or amended requirements. In the event that OSD loses funding for any Enrichment Agency program, OSD may elect, in its sole discretion, to terminate the program (with no further obligation or liability to the applicable Enrichment Agency(ies)) or to continue funding the program through other sources.

For avoidance of doubt, Enrichment Agencies will not be receiving grants from OSD to operate the Programs. Instead, OSD may fund the Programs through any variety of grants and from other sources.

5. After-School Contract Term and Structure

Agencies that are approved through the process described in this RFP must enter into one-year contract with OSD, with possible renewal for two additional one-year terms. Execution of the Contract is a non-waivable pre-condition of commencing services at any OSD school site. These contracts will be submitted to the District's Board in **February 2025**. The District's Board will likely approve these contracts during its **March 2025** Board meeting. In late winter/early spring of the 2024-2025 school year, all successful Enrichment Agencies must initiate and engage in annual program planning with school leadership at each program site. Enrichment Agencies will submit a program plan and budget for the upcoming school year to the OSD for approval at the beginning of each school year.

Invoices are processed on a cost reimbursement basis for actual expenditures incurred. Due to the timing of OSD contracting and fiscal procedures, Enrichment Agencies must operate with a four-month reserve covering the full cost of the agency's OSD expanded learning program implementation. Typically, there are delays to the initial payment of agency invoices at the beginning of each school year.

6. After-School Program Staffing

Staff working in after-school programs must meet minimum requirements to comply with the Education Code and CDE regulations. Specifically, staff members who directly supervise students must meet OSD's qualifications for an instructional aide or provide documentation that confirms the individual has completed 48 college units or the equivalent

of an AA college degree. Some programs may include certificated teachers who provide academic assistance and academic enrichment activities.

Programs must operate with a minimum staff-student ratio of 1:20, which is subject to change based upon the health and safety of students. Each program must have a site coordinator, who is subject to the approval of the school site principal. The programs will be facilitated by youth development workers. The Enrichment Agency must inform school principals of any staffing changes.

Additional information about these requirements is set forth in the Agreement and Exhibits A0-A3 of the Agreement.

7. After-School Program Staff Training

Each successful Enrichment Agency shall be responsible for providing sufficient staff training in all substantive, logistical, procedural, legal, and other matters, including, but not limited to, the following:

- ❖ Academic, fitness and nutrition, and youth development matters (*i.e.*, program content and delivery);
- ❖ First aid, and other medical issues necessary for delivery of services to youth, including sensitivity and awareness of allergies, asthma, Epi-pen usage, concussion prevention and treatment, poisonings, exposure to toxic substances, and similar matters;
- ❖ Working with youth who have special needs, foster youth, homeless youth, and English language learners;
- ❖ Prevention and identification of sexual harassment, sexual discrimination, and sexual molestation, child abuse and neglect, and mandated reporting laws; and
- ❖ Cultural sensitivity issues.

All program staff must be subject to health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers within the District.

Additional information about these requirements is set forth in the Agreement and Exhibits A0-A3 of the Agreement.

8. After-School Program Student Enrollment and Attendance

Each Enrichment Agency will need to comply with CDE guidelines for ASES, 21 CCLC, and ELOP; OSD expectations; and school site input regarding student enrollment and attendance protocols. Each Enrichment Agency must prioritize enrollment for any child who is homeless, defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. § 1143a); a newcomer (refugee, asylee, and unaccompanied minor); in foster care; and/or eligible for free or reduced-price meals. Each Enrichment Agency will work with the school site administrator

to develop a written enrollment policy. The enrollment policy needs to include, but not be limited to, enrollment priorities, application process, acceptance notification, waitlist procedures, behavior guidelines, parental expectations, student expectations, procedure for removing students from expanded learning programs, and so on. Approved Enrichment Agencies are required to provide the written enrollment policy to all families who apply for the program.

Each approved Enrichment Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with OSD and CDE. All attendance documentation shall be closely monitored and managed for accuracy by the site coordinator and/or occasional audit request by OSD and CDE, including accurate completion and daily maintenance of student sign in/out sheets, weekly inputting of attendance data into the OSD's online system, and monthly submission of scanned electronic attendance records to OSD. Enrichment Agencies are also responsible for conducting internal audits of attendance records to ensure that program sites maintain accurate, verifiable data on student attendance. All program records must be maintained for five years for auditing purposes.

Additional information about these requirements is set forth in the Agreement and Exhibits A0-A3 of the Agreement.

9. After-School Program Fees

The intent of ASES, 21 CCLC, and ELOP grants, which aligns with OSD values, is to establish local programs that offer academic support and enrichment to students in need of such services regardless of a family's inability to pay. ASES, 21 CCLC, and ELOP grants do not prohibit charging fees for expanded learning programs. However, programs that charge family fees shall waive the cost of these fees for students who are eligible for free or reduced-price meals, for students who are homeless, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay. If an Enrichment Agency elects to charge fees, then the organization must collaborate with an OSD Educational Services administration to create and submit the program's fee structure for approval by OSD Educational Services administration in accordance with the terms in the Contract. Additionally, all ASES, 21 CCLC, and ELOP grants will be required to report any fees collected (*i.e.*, registration fees, family fees, application fees, *etc.*). Fees collected could be deducted from the 21 CCLC grant amount received by the CDE. Programs that opt to charge program fees may not prohibit any family from participating due to financial circumstances. All program materials related to outreach and enrollment must state clearly that no child will be denied services due to inability to pay.

10. After-School Program Evaluation

Organizational programs will be evaluated in accordance with CDE guidelines, OSD goals and expectations, and school site feedback. Additional information about these requirements is set forth in the Agreement and Exhibits A0-A3 of the Agreement.

[End of Specifications – Remainder of page intentionally left blank]

PART IV – SCHOOL DIRECTORY

#	School Name	Education Level	Address	# of Students Enrolled at Site*
1	Christa McAuliffe School	TK-5	3300 West Via Marina Avenue Oxnard, CA 93035	500
2	Dennis McKinna School	TK-5	1600 South N. Street Oxnard, CA 93033	570
3	Elm Street School	TK-5	450 East Elm Street Oxnard, CA 93033	468
4	Emilie Ritchen School	TK-5	2200 Cabrillo Way Oxnard, CA 93030	493
5	Marina West School	TK-5	2501 Carob Street Oxnard, CA 93035	428
6	Norma Harrington School	TK-5	451 E. Olive Street Oxnard, CA 93033	506
7	Norman R. Brekke School	TK-5	1400 Martin Luther King Jr. Drive Oxnard, CA 93030	588
8	Ramona School	TK-5	804 Cooper Road Oxnard, CA 93030	570
9	Rose Avenue School	TK-5	220 South Driskill Street Oxnard, CA 93030	436
10	Sierra Linda School	TK-5	2201 Jasmine Avenue Oxnard, CA 93036	472
11	Cesar Chavez School	TK-8	301 North Marquita Street Oxnard, CA 93030	777
12	Driffill School	TK-8	910 South E Street Oxnard, CA 93030	916
13	Lemonwood School	TK-8	2001 San Mateo Place Oxnard, CA 93033	853
14	Thurgood Marshall School	TK-8	2900 Thurgood Marshall Drive Oxnard, CA 93036	691
15	Bernice Curren School	K-8	1101 North F Street Oxnard, CA 93030	884
16	Juan Lagunas Soria	K-8	3101 Dunkirk Drive Oxnard, CA 93035	885
17	Kamala School	K-8	634 West Kamala Street Oxnard, CA 93033	882
18	Dr. Manuel M. Lopez Academy of Arts and Sciences	6-8	647 West Hill Street Oxnard, CA 93033	742

19	Frank Academy of Marine Science & Engineering	6-8	701 North Juanita Avenue Oxnard, CA 93030	1,038
20	Fremont Academy of Environmental Science & Innovative Design	6-8	1130 North M Street Oxnard, CA 93030	700
Estimated* Total Number of Students				13,399

* Numbers are approximate and based on existing CDE reports.

**EXHIBIT “A”
PROPOSAL QUESTIONNAIRE**

SECTION A: RESPONDENT INFORMATION

Section A will not be scored. However, the entire section must be completed. If the entire section is not completed, then the respondent may be considered “non-responsive” and the proposal may not be scored.

1. **Organization’s Name** _____
2. **Organization’s Physical Address** _____
3. **Organization’s Mailing Address** _____
4. **Organization’s Main Telephone Number** _____
5. **Organization’s Main Facsimile Number** _____
6. **Organization’s Website** _____
7. **Contact Person #1** _____
Email Address for Contact Person #1 _____
Direct Telephone Line for Contact Person #1 _____
8. **Contact Person #2** _____
Email Address for Contact Person #2 _____
Direct Telephone Line for Contact Person #2 _____
9. **Type of Entity** (Check one box.)
 Corporation Partnership Limited Liability Company
 Nonprofit Other: _____
 - a. What date was the company formed? _____
 - b. Under the laws of what state? _____
 - c. List the majority owners (if for profit): _____

 - d. List board members (if nonprofit or for profit): _____

10. **Submitting proposal for (list types of services/programs):** _____

END OF SECTION A

SECTION B: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Respondent will be immediately disqualified if the answer to any of questions 11 through 19 is “no.”
Respondent will be immediately disqualified if the answer to any of questions 19 through 23 is “yes.”

11. Does your organization possess all the licenses and permits required for performance under the Contract, and are all such licenses and permits valid and in good standing?
 Yes No
12. Does your organization have at least five (5) years of experience operating after-school academic and enrichment programs at the elementary and/or middle school level?
 Yes No
13. Does your organization’s program manager (*i.e.*, the individual who will be primarily responsible for the organization’s performance) have at least five (5) years of experience supervising and running an academic and enrichment program at the elementary and/or middle school level in a diverse environment?
 Yes No
14. Does your organization have experience working with school districts and/or county offices of education, provide regular training to its youth development workers and other team members on key child development and child safety issues as outlined in the Specifications and Description of Services, and have access to and maintain current technology that will allow it to prepare and transmit reports as required by OSD and applicable law?
 Yes No
15. If selected as a service provider for OSD, will your organization be able to sustain its programs for at least four (4) months before receiving OSD funding and does your organization have a non-OSD funding source for at least 15% of its proposed annual budget for its after-school programs?
 Yes No
16. Does your organization have and will it maintain for the length of the Contract current Department of Justice (“DOJ”) and Federal Bureau of Investigations (“FBI”) background check clearances for all of its employees, volunteers, interns, and other staff?
 Yes No
17. Have you attached a copy of a reviewed or audited financial statement with accompanying notes and supplemental information from your firm’s most recent fiscal year as “**ATTACHMENT 1**”?
 Yes No

NOTE: A FINANCIAL STATEMENT THAT IS NEITHER REVIEWED NOR AUDITED IS NOT ACCEPTABLE. A LETTER VERIFYING AVAILABILITY OF A LINE OF CREDIT MAY ALSO BE ATTACHED. HOWEVER, IT WILL BE CONSIDERED AS SUPPLEMENTAL INFORMATION ONLY, AND IS NOT A SUBSTITUTE FOR THE REQUIRED FINANCIAL STATEMENT.

18. Does your organization currently have insurance coverage and have you attached a copy of your current certificate of insurance as “**ATTACHMENT 2**”?
 Yes No
19. Does your organization acknowledge and agree that, if awarded the Contract, (a) your firm will be required to execute the After-School Programs Services Agreement and Required Contract Forms in the form set forth in this RFP, (b) this RFP, including, but not limited to, the Specifications, will be incorporated by reference into the After-School Programs Services Agreement, and (c) the organization will be bound by the indemnity, liquidated damages, early termination clauses and personnel requirements set forth in agreement and otherwise set forth in this RFP?
 Yes No
20. Are you submitting a bid as a joint venture?
 Yes No
21. At any time during the last five (5) years, have any of your firm’s licenses or permits been revoked?
 Yes No
22. Under the provisions of Federal Executive Order 12549 or for any other reason, is your organization currently ineligible to bid on or be awarded a contract with a public agency, or is it reasonably foreseeable that your organization will be ineligible to bid on or be awarded a government contract within the next year?
 Yes No
23. At any time during the last five (5) years, has your organization, or have any of its owners or officers, been convicted of a crime involving the awarding of a government contract, or the bidding or performance of a government contract, or is your firm or are any of its owners or officers currently in the process of being prosecuted for such a crime?
 Yes No

END OF SECTION B

SECTION C: ORGANIZATIONAL HISTORY AND EXPERTISE (30 POINTS)

24. Provide a narrative discussing your experience in operating after-school programs at peak attendance and raising student scores. Be sure to include the following in your narrative: (a) your firm’s experience in serving students from groups which you might be required to target (*e.g.*, English language learners, special needs students) and (b) a discussion of how your firm has demonstrated its effectiveness in meeting attendance goals for programs you have run.

Maximum score = 10 points.

If you answer “yes” to any question in this section (#s 24–42), then on a separate attachment, please explain the basis of your affirmative response in detail, including, as applicable, the name of the applicable public agency; the public agency’s address; the name, phone number and email address of a contact person at the public agency; and a brief description of the underlying facts. Be certain to clearly identify for which question or questions you are providing additional information.

25. At any time during the last five (5) years, has your firm or any firm with which any of your firm’s owners, partners or officers are associated received a notice of suspension or forfeiture from the California Secretary of State or the Franchise Tax Board?

Yes No

Yes = 0 points. No = 1 point.

26. At any time during the last five (5) years, was your firm the debtor in a bankruptcy case, whether voluntary or involuntary, or did your firm assign any or all of its assets for the benefit of any creditor, or is your firm currently the debtor in a bankruptcy case?

Yes No

Yes = 0 points. No = 1 point.

27. At any time during the last five (5) years, has your firm received a notice of noncompliance or notice of default from any public agency regarding your work/services, or filed a request to withdraw or be released from a public agency bid, or settled a dispute with a public agency which included a requirement that you refrain from bidding on projects with that agency for a period of time?

Yes No

Yes = 0 points. No = 1 point.

28. At any time during the last five (5) years, has your firm been charged liquidated damages in relation to a public agency contract or private contract?

Yes No

Yes = 0 points. No = 1 point.

29. At any time during the last five (5) years, has your firm been denied an award of a public agency contract based on a finding by a public agency that your company was not a “responsible” bidder?

Yes No

Yes = 0 points. No = 1 point.

30. At any time during the last five (5) years, has your firm, or any firm with which any of your firm's owners, officers or partners was or is associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any public agency contract for any reason?

Yes No

Yes = 0 points. No = 1 point.

31. At any time during the past five (5) years, has any public agency filed a claim against your firm in court, arbitration, or mediation, or has any public agency informally made a claim against your firm that did not proceed through court, arbitration, or mediation (even if the claim resulted in a settlement)?

Yes No

Yes = 0 points. No = 1 point.

32. At any time during the last five (5) years, has anyone protested a bid that you submitted to a public agency that resulted in the rejection of your bid or all bids?

Yes No

Yes = 0 points. No = 1 points.

33. At any time during the last five (5) years, has your firm protested a bid that another party submitted to a public agency that did not result in the rejection of that bid or all bids?

Yes No

Yes = 0 points. No = 1 points.

34. Has your firm or have any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency (e.g., county office of education, public school district, city) or any private party?

Yes No

Yes = 0 points. No = 1 points.

35. Has your firm or have any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to transportation services?

Yes No

Yes = 0 points. No = 1 points.

36. Has your firm or have any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

Yes = 0 points. No = 1 points.

37. Is your firm currently or has your firm at any time in the last five (5) years been under a court order, consent decree or other settlement obligation involving after-school program services?
 Yes No

If yes, please describe how the court order, consent decree or other settlement obligation will or may affect your firm's performance of the Contract. _____

Yes, and large impact = 0 points. (May be basis of disqualification.)
Yes, but minimal impact = 0.5 points.
No = 1 point.

38. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf as a result of a default or to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a transportation contract, either public or private?
 Yes No

Yes = 0 points. No = 1 point.

39. At any time during the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?
 Yes No

Yes = 0 points. No = 1 point.

40. Is your firm's insurance deductible more than one hundred thousand dollars (\$100,000.00)?
 Yes No

Yes = 0 points. No = 1 point.

41. Has your firm exhausted its insurance limits or is your firm within five hundred thousand dollars (\$500,000.00) of exhausting its insurance limits?
 Yes No

Yes = 0 points. No = 1 point.

Regardless of your answer, please attach as “ATTACHMENT 3” a summary of your firm’s loss history for the past five (5) years.

42. At any time during the last five (5) years, has any surety company denied bond credit to your firm, or was your firm ever without a surety bond although one was required?
- Yes No

Yes = 0 points. No = 1 point.

43. What was your firm’s accident loss ratio for the last three (3) years? If your firm is national, then please provide information for California only.
- Accident loss ratio for CY 2023: _____
- Accident loss ratio for CY 2022: _____
- Accident loss ratio for CY 2021: _____
- Average over last 3 years: _____

Below 40% = 1 point.
40-59% = 0.5 points.
60% or above = 0 points.
OSD reserves the right to request additional information related to this question.

44. What was your firm’s average workers’ compensation loss ratio for the last three (3) years? If your firm is national, then please provide information for California only.
- Worker’s comp loss ratio for CY 2023: _____
- Worker’s comp loss ratio for CY 2022: _____
- Worker’s comp loss ratio for CY 2021: _____
- Average over last 3 years: _____

85% or lower = 1 point.
Average ratio (86-100%) = 0.5 points.
High ratio (over 100%) = 0 points.

SECTION D: PROGRAM DESIGN (25 POINTS)

45. Program Overview: Describe the program you are offering to OSD, inclusive of the information listed below on a separate attachment that is no longer than 5 pages (8x11 inches with 12-point font).
- a. Identify the program your organization is offering to the District, the communities it will serve, and the grade levels you would serve through the program.

- b. Describe how the program will be aligned with the ASES, 21 CCLC, and ELOP objectives and OSD’s goals and vision.
- c. Describe the process you will use to identify eligible students and the outreach services you will employ to ensure that families of eligible students are aware of the opportunity to enroll in the program.
- d. Each after-school service firm must provide, on a daily basis, at least 3 hours of educational enrichment and physical education/recreational activities. How will you meet this requirement?
- e. How will each component support academic achievement and school success?
- f. Discuss how your firm plans to incorporate youth development principles in the design and delivery of your program.
- g. Discuss your firm’s approach in developing programming services for a specific site.
- h. Discuss typical activities for each of the program components that you will implement in your after-school program.
- i. Include at least one (1) sample curriculum for the educational enrichment component of your proposal and at least one (1) sample curriculum for the physical education/recreational component of your proposal.

Note: OSD may request changes to this plan upon award of a contract if your firm is chosen to provide services. No guarantees that your firm will be assigned to any school or schools of preferred choice.

Maximum points = 10 points.

46. Recruitment and Retention: Describe how your program proposes to attract youth and their families. Also explain how you will maintain student enrollment throughout the school year; specifically describe your strategy to retain 85% or better average daily attendance at each site. How will your firm collaborate with the school, OSD and other partners in achieving maximum after-school attendance in your OSD programs? What activities will your firm use to retain students who have enrolled? Be sure to address special strategies for those students who may be most in need of services but who may be reluctant to participate in after-school programs. _____

Maximum points = 3 points.

47. Attendance: How will program schedules and offerings be designed to encourage and support regular attendance by students? Describe the system that you will use to enroll students, take attendance and manage other student and family demographic data. ____

Maximum points = 2 points.

48. Safety: Describe your plans to provide for children’s safety including sign-in and sign-out procedures. Address at least the following: sick children/medication policy, emergency procedures, confidentiality, supervision, and early release policy.

Maximum points = 3 points.

49. Inclusion: Describe your procedures for ensuring that foster and homeless youth will receive priority enrollment and the procedures that will be used for foster and homeless youth if the program at a site is at capacity. _____

Maximum points = 3 points.

based on OSD’s site observation protocol. Second, firm performance is gauged on quantitative outcome data focused on student achievement, attendance, and behavioral changes. In order to take part in this bimodal process, your firm will need to have the understanding, capability and resources for evaluation activities including training, data collection and self-reflection. Discuss your firm’s evaluation plan addressing the following: (a) What assessments, whether internally or through third-party evaluators, do you typically conduct to supplement the overall OSD evaluation of your programs? (b) Do you have experience collecting data? Explain specifically who collects your data, the types of data collected, *etc.* (c) How do you handle and interpret evaluation results? (d) In reviewing past evaluation results, tell us about how you have used these results to identify your firm’s strengths and weaknesses and how you have applied this information to improve your program. (e) Discuss how you disseminated your evaluation results to all stakeholders of your after-school program. How will you do so for the program you propose? _____

Maximum points = 2 points.

52. Identify all proposed subcontractors, the role they will undertake and services they will provide. _____

No points.

SECTION E: BUDGET AND FUNDING SOURCES (20 POINTS MAXIMUM)

The organization’s budget and non-District funding sources shall be evaluated in accordance with the following sub-criteria with each being given equal importance.

- 53. Discuss your firm’s budget plan and demonstrate your financial stability, including your ability to maintain programming at each site for at least four (4) months without District funding support to ensure stability of programming in the event of any temporary disruption of funding streams from funding sources. Firm must document what portion of budgeted funds you plan to pay with grant funding (through the District) and what portion will be covered through other resources. Describe and document (give dollar values) in-kind resources as well as other fiscal support that you have developed or plan to develop to enhance your after-school program. Identify any funding that will be contributed on either an in-kind or cash basis and be certain to explain how it will be used in your program.

Maximum points = 10 points.

- 54. Provide any documentation that substantiates your ability to obtain program funds from sources other than OSD. Acceptable forms of financial information may include payroll contracts, bank statements, grant commitments, etc. For all sources of funding other than the OSD, indicate the period of time during which you would expect those funds to be available to your organization.

Maximum points = 10 points.

SECTION F: STAFFING (15 POINTS MAXIMUM)

The organization shall be evaluated for its Project Manager demonstrating the qualifications and experience in operating an after-school program, and its staff for defined roles and responsibilities to produce a successful operation of the program. The organization shall be evaluated for its recruitment plan, retention plan, supervision and safety-training plans to

60. Submit copies of documentary evidence of your community partners and evidence of matching funds for your proposed OSD after-school programs.

Maximum points = 3 points.

SECTION H: NONPROFIT STATUS

61. Is your firm a 501(c)(3) nonprofit organization?

Yes No

If yes, provide a copy of (a) your federal tax-exempt determination letter, (b) your state tax-exempt determination letter, (c) proof of good standing with the California Secretary of State, dated within the last 60 calendar days, (d) proof of good standing with the California Attorney General Charitable Trusts Division, dated within the last 60 calendar days, (e) proof of good standing with the Internal Revenue Service, dated within the last 60 calendar days, and (f) proof of good standing with the California Franchise Tax Board, dated with the last 60 calendar days. Nonprofits must not be suspended or in default with any of the foregoing agencies.

Yes with required documents = 10 points. No = 0 points.

END OF QUESTIONNAIRE

**EXHIBIT “B”
REFERENCE FORM**

Respondent must provide at least five (5)—and no more than ten (10)—references with the proposal. OSD prefers references that are public school districts or county offices of education located in the State. All information must be current and verifiable.

1. Client Name: _____
Client’s Main Business Address: _____

Contact Name and Title: _____
Contact’s Telephone Number: _____
Contact’s Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

2. Client Name: _____
Client’s Main Business Address: _____

Contact Name and Title: _____
Contact’s Telephone Number: _____
Contact’s Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

3. Client Name: _____
Client’s Main Business Address: _____

Contact Name and Title: _____
Contact’s Telephone Number: _____
Contact’s Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

4. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

5. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

6. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

7. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____

Types of Services Provided: _____

8. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

9. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

10. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

[End of Reference Form]

**EXHIBIT “C”
NONCOLLUSION DECLARATION**

The undersigned declares:

I am the _____ (Title) of _____ (Business Name), the party making the foregoing Statement of Qualifications and Proposal (“Proposal”).

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at

(City, County and State)

By: _____ (Signature) _____ (Date)

_____ (Typed or Printed Name) _____ (Title)

_____ (Address) _____ (Phone Number)

_____ (City, State, Zip) _____ (Email Address)

EXHIBIT “D”
AFTER-SCHOOL PROGRAM SERVICES CONTRACT

OXNARD SCHOOL DISTRICT

AGREEMENT #[NO.]

**AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES
FOR ENRICHMENT AGENCY**

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES FOR ENRICHMENT AGENCY (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 enrichment agency (“Enrichment Agency”). In this Agreement, District and Enrichment Agency are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date: _____
Enrichment Agency: _____
Address: _____
Authorized Representative: _____
Representative’s Email: _____

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. District has named the City of Oxnard as the Lead Agency for academic school year 2025-2026.

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 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, Enrichment Agency was selected by District to perform the Services.

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 2025-2026, commencing July 1, 2025 and ending June 30, 2026 (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 Enrichment Agency to perform the Services.

H. The Parties desire to memorialize the selection of Enrichment Agency 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, 2025 to and including June 30, 2026 (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. Enrichment Agency shall provide the services set forth in Enrichment Agency’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Enrichment Agency), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency shall be deemed to be in Default as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Enrichment Agency 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 Enrichment Agency.

4. Compensation and Method of Payment.

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Enrichment Agency 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:

[AMOUNT] Dollars (\$[AMOUNT])

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:

[AMOUNT] Dollars (\$[AMOUNT]).

Notwithstanding the generality of the foregoing, if Enrichment Agency 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 Enrichment Agency shall not exceed the following amount:

[AMOUNT] Dollars (\$[AMOUNT]) per hour

iv. If the amount of the Grant is modified in a manner that will affect Enrichment Agency'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 _____, Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency for correction and resubmission.

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

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

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 Enrichment Agency 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 Enrichment Agency's compensation *pro rata* with no liability to Enrichment Agency 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 Enrichment Agency for Cause.** Enrichment Agency 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) Enrichment Agency'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 Enrichment Agency or of anyone employed by Enrichment Agency or acting on Enrichment Agency's behalf, (B) District fails to pay Enrichment Agency within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Enrichment Agency 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 with no further obligation or liability to Enrichment Agency.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Enrichment Agency 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 Enrichment Agency. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Enrichment Agency filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Enrichment Agency making a general assignment for the benefit of Enrichment Agency's creditors; (iii) the appointment of a receiver due to Enrichment Agency's insolvency; (iv) the levy of an attachment of execution upon Enrichment Agency's property; (v) the persistent or repeated failure or refusal of Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency, Enrichment Agency's employees, Enrichment Agency's subcontractors or anyone acting on Enrichment Agency'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 Enrichment Agency'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 Enrichment Agency 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 Enrichment Agency if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Enrichment Agency 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. Enrichment Agency 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; Enrichment Agency shall cease providing the Services; Enrichment Agency shall vacate the District premises, leaving them in a neat and orderly condition; and Enrichment Agency and District shall comply with any then-existing outstanding obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing for Services already rendered.). Enrichment Agency acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Enrichment Agency'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 Enrichment Agency 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 Enrichment Agency of the revised service needs, and the Enrichment Agency 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 Enrichment Agency written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Enrichment Agency agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Enrichment Agency agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Enrichment Agency 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. Enrichment Agency's Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract, Enrichment Agency hereby represents and warrants to District that:

a. Enrichment Agency is currently authorized and qualified to conduct business in the State and the County, and Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency 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 Enrichment Agency enforceable against Enrichment Agency 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 Enrichment Agency is a party or by which Enrichment Agency is bound.

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

All representations and warranties of Enrichment Agency are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Enrichment Agency shall be in material default if Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency. Upon completion, expiration or termination of this Agreement, Enrichment Agency 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, Enrichment Agency'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. Enrichment Agency's Books and Records.

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Enrichment Agency'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 Enrichment Agency 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 Enrichment Agency shall maintain in accordance with generally accepted accounting principles and with sufficient detail to permit an accurate evaluation of the Services provided by Enrichment Agency 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 Enrichment Agency.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Enrichment Agency shall deliver to District true and correct copies of all Records for the prior fiscal year (*e.g.*, by July 15, 2026, provide copies of all Records for July 1, 2025 to June 30, 2026). Enrichment Agency shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Enrichment Agency 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 Enrichment Agency'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 Enrichment Agency decides to dissolve or terminate its business. Enrichment Agency shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

11. Independent Contractor. Enrichment Agency 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 Enrichment Agency shall at all times be under Enrichment Agency's exclusive direction and control. Enrichment Agency, its agents or employees shall not at any time or in any manner represent that Enrichment Agency or any of Enrichment Agency's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Enrichment Agency, nor any of Enrichment Agency'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. Enrichment Agency will be responsible for payment of all Enrichment Agency'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. Enrichment Agency 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 Enrichment Agency becomes aware that any person employed by or volunteering with Enrichment Agency 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 Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency 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, Enrichment Agency shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Enrichment Agency under this Agreement.

14. Confidential Information, Generally. All information gained during performance of the Services and all Documents or other work product produced by Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency 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 Enrichment Agency or be present at any deposition, hearing, or similar proceeding. Enrichment Agency agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Enrichment Agency; 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, Enrichment Agency 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”). Enrichment Agency agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Enrichment Agency shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Enrichment Agency shall perform the following duties in regards to any Confidential Student Data that Enrichment Agency 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 Enrichment Agency’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 Enrichment Agency 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 Enrichment Agency operates a website, online service, mobile application or similar medium, Enrichment Agency 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. Enrichment Agency 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 Enrichment Agency’s performance of Services under this Agreement. Enrichment Agency 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. Enrichment Agency 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 Enrichment Agency that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Enrichment Agency 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. Enrichment Agency agrees to notify the Superintendent, in writing, if Enrichment Agency 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. Enrichment Agency hereby agrees that Enrichment Agency, 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. Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency 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 Enrichment Agency to comply with this section. Without limiting the generality of the foregoing, Enrichment Agency shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

18. Undocumented Workers. Enrichment Agency 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 Enrichment Agency 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, Enrichment

Agency 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. Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency under this Agreement. In recognition of that interest, Enrichment Agency shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Enrichment Agency'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, Enrichment Agency may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Enrichment Agency shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Enrichment Agency, as if Enrichment Agency performed the acts and omissions directly.

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

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

b. Enrichment Agency shall notify District of any changes in Enrichment Agency'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. Enrichment Agency 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 Enrichment Agency personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Enrichment Agency 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, Enrichment Agency shall immediately terminate the assignment of any Enrichment Agency personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Enrichment Agency's obligations under paragraphs 11, 13, 21, and 22 herein, Enrichment Agency 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. Enrichment Agency's Indemnification of District.

a. To the fullest extent permitted by California law, Enrichment Agency, 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) Enrichment Agency'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, Enrichment Agency'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 Enrichment Agency or by any individual or entity for which Enrichment Agency 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 Enrichment Agency'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. Enrichment Agency 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 Enrichment Agency in the performance of this Agreement. In the event Enrichment Agency fails to obtain such indemnity obligations from others as required here, Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Enrichment Agency agrees to be bound by such obligations.

_____ (Initials)

25. 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.

26. Limitation of Liability. District assumes no responsibility whatsoever for any of Enrichment Agency’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.

27. False Claims. Notwithstanding anything to the contrary in the Contract, Enrichment Agency may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Enrichment Agency presents or makes to District in connection with the Contract. Enrichment Agency’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.

28. Insurance. Enrichment Agency shall provide insurance coverage for the Services as set forth in Exhibit C.

29. 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: Melissa Reyes,
Interim Director of Purchasing
Phone: 805-385-1501 ext. 2410
Email: mvreyes@oxnardsd.org

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

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

30. Excusable Delays. Enrichment Agency 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 Enrichment Agency. 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.

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

32. 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.

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

34. 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.

35. Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Enrichment Agency and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

36. 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 Enrichment Agency shall not constitute a waiver of any of the provisions of this Agreement.

37. 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.

38. 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.

39. 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 Enrichment Agency have executed and delivered this agreement for Enrichment Agency services as of the date first written above.

“District”

Oxnard School District,
a California public school district

By: _____
Melissa Reyes, Director of Purchasing

“Enrichment Agency”

_____,

By: _____

EXHIBIT A-0
SCOPE OF SERVICES

PART I: ENRICHMENT AGENCY

- A. Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise. An Enrichment Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).
- B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
 - a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
 - b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current enrollment forms are included as Attachment A.

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

- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

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

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

4. Non-School-Day Activities.

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.

- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: approximately 18-20 days in the month of July
 - ii. Winter Break: approximately 5 days
 - iii. Spring Break: approximately 8-10 days

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 earning
 - 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 (which are likely to be in August 2025; October 2025; November 2025; January 2026 and March 2026).
- ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
- iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

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

PART II: 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 III: 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 IV: 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 V: 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 2025-2026, 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 VI: 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 VII: SUBCONTRACTORS

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

- None.
- See attached list.

PART VIII: 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
GENERAL REQUIREMENTS

Enrichment Agency agrees to operate the after-school program (the “Program”) in accordance with the following general provisions:

1. **Field Trips.** Enrichment Agency may offer Program field trips, provided that Enrichment Agency obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Enrichment Agency shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as an attachment. All field trip transportation requires advance authorization by the District.

2. **Parent/Guardian Visits:** To the extent allowed by applicable law, Enrichment Agency shall provide for reasonable parent/guardian access to District facilities being used by Enrichment Agency during the Program. Enrichment Agency shall ensure that parent/guardian visits are in accordance with any applicable court orders.

3. **Late Pick Up Policy:** Enrichment Agency shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Enrichment Agency 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, Enrichment Agency’s staff shall call the emergency contacts for that student. If Enrichment Agency’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Enrichment Agency shall contact the Program director, the police, and social services for assistance. Enrichment Agency is fully responsible for properly implementing the policy. Irrespective of whether Enrichment Agency develops and implements an approved late pick-up policy or adopts the policy set forth herein, Enrichment Agency 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. Enrichment Agency 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 Enrichment Agency's employee; any issues involving criminal background clearances for employees; any building safety issues. The Enrichment Agency shall provide a written report of the incident to the District within 24 hours of the event.

b. If Enrichment Agency 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 Enrichment Agency shall comply with all mandated reporting requirements under California law. Enrichment Agency 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. Enrichment Agency assures District that all Enrichment Agency staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Enrichment Agency shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Enrichment Agency fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Enrichment Agency 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, Enrichment Agency 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, Enrichment Agency acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Enrichment Agency'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 Enrichment Agency's staff is relieved from duty by the District or replaced by another Enrichment Agency staff person.

6. Unauthorized Persons: In the event that Enrichment Agency'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, Enrichment Agency's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Enrichment Agency'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**: Enrichment Agency's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Enrichment Agency shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Enrichment Agency shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Enrichment Agency 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 Enrichment Agency permitted to use the facilities or equipment. Enrichment Agency 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, Enrichment Agency 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

The below obligations shall apply and pertain individually to each and every Enrichment Agency providing services to the District under the Contract. Enrichment Agency agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Enrichment Agency’s Program Coaches.

a. Satisfaction of Program staff requirements. Enrichment Agency 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. Enrichment Agency 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, Enrichment Agency’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. Enrichment Agency shall have satisfied these requirements if Enrichment Agency provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Enrichment Agency.

2. General Requirements for Student Eligibility in Program Sports.

a. Medical clearance. Enrichment Agency 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. Enrichment Agency 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 (or any updated forms). Within 48 hours of collecting any medical clearance, Enrichment Agency shall provide such medical clearance form(s) to District. For avoidance of doubt, Enrichment Agency shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Enrichment Agency shall ensure that such medical clearance forms are completed by healthcare providers who designate themselves as an MD, DO, NP, or PA.

b. Adherence to recommendations. Enrichment Agency 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. Enrichment Agency acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Enrichment Agency agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Enrichment Agency 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 Enrichment Agency with a written medical clearance. Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency may offer off-site sports activities, provided that Enrichment Agency obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Enrichment Agency 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.

Enrichment Agency 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, Enrichment Agency’s coaches shall receive training on concussions and provide proof of such training to Enrichment Agency. 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, Enrichment Agency’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Enrichment Agency.

ii. Enrichment Agency’s coaches shall receive concussion training at least once a year.

iii. Enrichment Agency 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. Enrichment Agency shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Enrichment Agency may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish (or any updated forms).

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

iii. Enrichment Agency shall make two (2) copies of each signed concussion information sheet. Enrichment Agency shall return the first copy to the student's parent or guardian. Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency may request that students use the Acute Concussion Evaluation form, attached hereto.

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, Enrichment Agency 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. Enrichment Agency 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").

Enrichment Agency 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, Enrichment Agency's coaches shall receive training on SCA and provide proof of such training to Enrichment Agency. 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, Enrichment Agency's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Enrichment Agency.

ii. Enrichment Agency's coaches shall receive SCA training at least once a year.

iii. Enrichment Agency 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. Enrichment Agency shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Enrichment Agency 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 (or any updated form).

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

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

Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency shall then seek emergency medical attention for the student.

ii. Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Enrichment Agency agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Enrichment Agency 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. Enrichment Agency'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).

Enrichment Agency 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. Enrichment Agency shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Enrichment Agency shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto or any updated alert or information sheet.

b. Coaches – preventative measures. Enrichment Agency 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.** Enrichment Agency 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, or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Enrichment Agency agrees to adhere to the following standards regarding performance enhancement drugs.

a. **Enrichment Agency development and implementation of policy.** Enrichment Agency shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Enrichment Agency may adopt District’s policy or use the Steroids Policy Form prepared by CIF and attached hereto (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. Enrichment Agency agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. **Copies of agreement.** Enrichment Agency shall make two (2) copies of each agreement about the drug enhancement policy. Enrichment Agency shall return the first copy to the student’s parent or guardian. Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto (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, Enrichment Agency 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, Enrichment Agency 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

The below obligations shall apply and pertain individually to each and every Enrichment Agency providing services to the District under the Contract. Enrichment Agency and District agree to operate the Program in accordance with the following requirements. Enrichment Agency 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). Enrichment Agency 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. Enrichment Agency shall at all times maintain a designated employee and/or volunteer at all Program sites. Enrichment Agency 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 Enrichment Agency 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 Enrichment Agency Employees and Volunteers.

District shall provide all designated Enrichment Agency 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/ls/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 Enrichment Agency that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Enrichment Agency 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.

Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency 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. Enrichment Agency 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 Enrichment Agency that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Enrichment Agency shall maintain a copy of all health care documents and provide a copy of same to District.



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:

- 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:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

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

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

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

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

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

Volver a Jugar

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

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cdc.gov/ConcussionInYouthSports/) 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

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

Dentro del Estado

(Menor de Edad)

Fuera Del Estado

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

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

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

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

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

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

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

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

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

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

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

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

Amarillo – Escuela

Rosa – Padre/Madre/Guardián



OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

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

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

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

What is Heat Illness and how would I recognize it?

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

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

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

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

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

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

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

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

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

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

<ul style="list-style-type: none"> • Dizziness, lightheadedness, weakness 	<ul style="list-style-type: none"> • Profuse sweating
<ul style="list-style-type: none"> • Headache 	<ul style="list-style-type: none"> • Cool, clammy skin
<ul style="list-style-type: none"> • Nausea 	<ul style="list-style-type: none"> • Hyperventilation
<ul style="list-style-type: none"> • Diarrhea, urge to defecate 	<ul style="list-style-type: none"> • Decreased urine output
<ul style="list-style-type: none"> • 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:	
<ul style="list-style-type: none"> • Dizziness 	<ul style="list-style-type: none"> • Weakness
<ul style="list-style-type: none"> • Drowsiness, loss of consciousness 	<ul style="list-style-type: none"> • Hot and wet or dry skin
<ul style="list-style-type: none"> • Seizures 	<ul style="list-style-type: none"> • Rapid heartbeat, low blood pressure
<ul style="list-style-type: none"> • Staggering, disorientation 	<ul style="list-style-type: none"> • Hyperventilation
<ul style="list-style-type: none"> • Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability) 	<ul style="list-style-type: none"> • 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 - <i>Printed</i>	Student-Athlete - <i>Signature</i>	Date
_____	_____	_____
Parent Or Legal Guardian Name - <i>Printed</i>	Parent or Legal Guardian - <i>Signature</i>	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 planea 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



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:

- Benzodicepinas (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	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
BONE AND JOINT QUESTIONS	Yes	No	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			FEMALES ONLY		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

■ 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 _____

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 _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) 		
Eyes/ears/nose/throat <ul style="list-style-type: none"> Pupils equal Hearing 		
Lymph nodes		
Heart* <ul style="list-style-type: none"> Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI) 		
Pulses <ul style="list-style-type: none"> Simultaneous femoral and radial pulses 		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 _____

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 Pólen 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: <input type="checkbox"/> Asma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infecciones <input type="checkbox"/> 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: <input type="checkbox"/> Alta presión sanguínea <input type="checkbox"/> soplo cardíaco <input type="checkbox"/> Colesterol alto <input type="checkbox"/> Infección del corazón <input type="checkbox"/> Enfermedad de Kawasaki <input type="checkbox"/> 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 hipertrofica, síndrome de Marfan, la miocardiopatía aritmogénica 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, incauciones 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 "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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 _____

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 _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"> Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) 		
Eyes/ears/nose/throat <ul style="list-style-type: none"> Pupils equal Hearing 		
Lymph nodes		
Heart* <ul style="list-style-type: none"> Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI) 		
Pulses <ul style="list-style-type: none"> Simultaneous femoral and radial pulses 		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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

EXHIBIT B COMPENSATION

The below obligations shall apply and pertain individually 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. Enrichment Agency 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 Enrichment Agency 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.

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Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds Five Hundred Dollars (\$500.00) 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

The below obligations shall apply and pertain to each and every Enrichment Agency providing services to the District under the Contract.

- I. Insurance Requirements. Enrichment Agency 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 Enrichment Agency, its agents, representatives or employees. Enrichment Agency and any and all subcontractors and vendors hired by Enrichment Agency 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 Enrichment Agency 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. Enrichment Agency's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Enrichment Agency 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 in 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 Enrichment Agency. Required endorsements are listed below.
- C. Enrichment Agency's and any and all Enrichment Agency 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. Enrichment Agency and any and all subcontractors working for Enrichment Agency 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 Enrichment Agency's primary and excess liability policies are exhausted.
- C. If the Enrichment Agency or Enrichment Agency'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 Enrichment Agency. 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. Enrichment Agency shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Enrichment Agency's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Enrichment Agency's financial solvency in relation to remittance thereof or require Enrichment Agency 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 Enrichment Agency's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

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

END OF EXHIBIT C

Not Project Related

Project #

EXHIBIT D
CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Enrichment Agency 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 Enrichment Agency who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Melissa Reyes, Director of Purchasing