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every student. every classroom. every day.

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent *UEA for TS*

Board Meeting Date August 11, 2010

Subject Memorandum of Understanding - Safe Passages (contractor)- 922/Complementary Learning Department (site/department)

Action Requested Approval of a Memorandum of Understanding (MOU) between Oakland Unified School District and Safe Passages, Oakland, CA. Services to be primarily provided to 922/Complementary Learning Department for the period of July 1, 2010 through June 30, 2012.

Background
A one paragraph explanation of why the consultant's services are needed

Safe Passages will serve as lead agency responsible for all reporting requirements for grant purposes to provide oversight, fiscal management, payroll services, technical assistance and facilitate collaboration with other service providers to ensure compliance with Atlantic Philanthropies funding guidelines. Agency will develop an outcome evaluation including school specific outcomes, as defined in partnership with the principal and other cross agency partners. The Elev8 Coordinator and School Based Health Centers Program Manager will support the implementation of the Elev8 Initiative including the direct oversight of the Family Advocates, support of Extended Learning Activities, and support the implementation and development of School Based Health Centers.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of the Memorandum of Understanding between the Oakland Unified School District and Safe Passages, Oakland, CA, for the latter to provide oversight, fiscal management, payroll services, technical assistance and facilitate collaboration with other service providers to ensure compliance with Atlantic Philanthropies funding requirements at Madison Middle School, United for Success Academy, Roosevelt Middle School, West Oakland Middle School, Roots International Academy, and Coliseum College Preparatory Academy for the period of July 1, 2010 through June 30, 2012, to be funded in the amount \$247,000.00 per year at no cost to the District.

Recommendation Approval of a Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to 922/Complementary Learning Department for the period July 1, 2010 through June 30, 2012.

Fiscal Impact Funding Resource: 9196-Atlantic Philanthropies. Safe Passages will act as fiscal agent and provide funding to the District in the amount of \$172,500.00 for central staff and \$75,000.00 for evaluation and data services for a total amount of \$274,500.00 per year at no cost to the District.

Attachments

- Memorandum of Understanding

Memorandum of Understanding 2010-2012
Between Oakland Unified School District and Safe Passages

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to partner with Safe Passages (hereinafter "AGENCY") to serve as a Partner Agency to provide on-site coordination of the Atlantic Philanthropies Elev8 Initiative at five identified school campuses including Madison MS, Roosevelt MS, United for Success, Havenscourt Campus (ROOTS MS and CCPA), and West Oakland Middle School.
2. **Term of MOU.** The term of this MOU shall be July 1, 2010 to June 30, 2012 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less five (5) days written notice to AGENCY. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU.
4. **Compensation.** There is no compensation to Safe Passages by OUSD to provide these services as they are funded with the Atlantic Philanthropies Funds. In accordance with the grant application, Safe Passages provides funds to OUSD to fund services identified in the grant application (\$172,500 per year for salary and fringe of 1.5 FTE OUSD central office staff to support the Atlantic Philanthropies Elev8 Initiative and \$75,000 per year to fund evaluation and data services required to fulfill the evaluation component of the grant).
5. **Scope of Work.** AGENCY will serve as the Elev8 lead agency at Madison MS, United for Success, Roosevelt MS, West Oakland Middle School, and Havenscourt Campus (ROOTS and CCPA) _AGENCY will be responsible for all reporting requirements identified by Atlantic Philanthropies. This shall include the following required activities:
 - 5.1. **Student Outcomes.** AGENCY agrees to develop an outcome evaluation including school specific outcomes, as defined in partnership with the principal and other cross agency partners. AGENCY recognizes that the principal is a key decision maker for school site based Elev8 programs and ensures that school site objectives are met.
 - 5.2. **Oversight.** AGENCY will serve as Lead Agency for grant purposes and provide oversight, fiscal management, payroll services, technical assistance, and facilitate collaboration with other service providers. Agency must ensure compliance with Atlantic Philanthropies funding guideline requirements and follow OUSD school policies and procedures. OUSD will hire an Elev8 Coordinator and School Based Health Centers Program Manager to support the implementation of the Elev8 initiative including but not limited to the direct oversight of the Family Advocates; support of Extended Learning Activities; and support the implementation and development of School Based Health Centers.
 - 5.2.1. **Site Project Coordinators.** Agency will be responsible for the recruitment, hiring, and supervision of the Site Project Coordinators at each site.
 - 5.2.2. **Subcontractors.** Agency will be responsible for the recruitment, hiring, and supervision of contractors as needs are jointly identified by AGENCY, OUSD and other key partners.
 - 5.2.3. **Family Advocates.** OUSD will be responsible for the recruitment, hiring, and supervision of the Family Advocates at each site.
 - 5.2.4 **Legal Services.** Agency will collaborate with the East Bay Community Law Center (EBLC) to provide legal advice to families of OUSD students attending one of the Elev8 Campuses. Legal advice provided by EBLC to said families may include the Clean Slate Program, immigration, economic development and support, and housing. All legal services shall be provided by or supervised by attorneys licensed to practice law in California. Throughout the term of this

Agreement, Agency shall require that EBLC maintain Professional Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per claim, with a deductible of not greater than fifty thousand dollars (\$50,000) per claim, covering legal malpractice arising from any services provided under this Agreement. Agency's agreement with EBLC shall also provide that EBLC shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, or loss of or damage to property, arising directly or indirectly from EBLC's provision of legal services or advice under this Agreement, and shall provide that the foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs.

5.3. Enrollment.

5.3.1. Student Activities. Elev8 will enroll 6th through 8th grade students at Each of the 5 Elev8 School Campuses, to serve sufficient number of students and run services in accordance with the Atlantic Philanthropies' Elev8 Initiative requirements.

5.3.1.1. Site Project Coordinators will be responsible for coordinating the recruitment of students for Elev8 extended learning activities (after school, Saturday School, and Summer School) as identified in partnership with the school principal, family advocate, and other school leadership committees. Family Advocates will support enrollment by conducting outreach, including home visits, to student families to inform families of extended learning opportunities and encourage participation.

5.3.1.2. Family Engagement Activities. Family Advocates will be responsible for coordinating the recruitment of families for Elev8 Family Engagement & Support Activities (adult education, family workshops, coordination of Family Resource Centers, case management/home visits) as identified in partnership with the school principal, Site Project Coordinator, and other school leadership committees. Site Project Coordinators will support efforts by partnering in planning processes as appropriate.

5.4. Data Collection and Access. AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:

5.4.1. Student Participation Data. OUSD will support the collection and analysis of student level data as it relates to school day attendance, after school program attendance, Saturday School Attendance, Summer School Attendance, and behavior and academic performance. Upon final determination of the Elev8 Outcomes, and **consistent with the requirements of federal and state law**, OUSD will provide data to Elev8 as it relates to student attendance and behavior and participation along with indicators of academic success. OUSD will also provide student attendance, behavioral and academic performance data to help establish baseline data so that student progress can be measured appropriately.

5.4.2. Family Participation Data. OUSD will provide Family Participation data and any relevant survey results from the Use Your Voice Surveys to support the Family Engagement Component of the initiative.

5.4.3. AERIES Access for Site Project Coordinators. OUSD will provide Site Project Coordinators at each site with limited View Only Access to student level data. Agency and Site Project Coordinators will sign OUSD access agreement and ensure that student data confidentiality is maintained.

5.5. Maintain Clean, Safe and Secure Environment. Maintaining clean, safe and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

5.6. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:

- AGENCY will provide each Site Administrator and the Oakland Elev8 Coordinator with a schedule of all program field trips and/or off site events and/or off site activities by the first day of each semester or upon scheduling of additional field trips. (**Exhibit D**)
- AGENCY hereby certifies that program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

6.2. Elev8 program staff or subcontractors leading trip must have a written list of students attending trip.

6.3. No student shall be prevented from making a trip due to lack of sufficient funds.

6.4. Elev8 program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

6.5. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. Supervision

6.6.1. AGENCY Executive Director must review and approve supervision plan.

6.6.2. Trip as structured is appropriate to age, grade level and course of study.

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. Elev8 Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or Elev8 program staff, students

and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the Elev8 program coordinator or AGENCY executive director. Before the trip, Elev8 program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

- 6.6.4.** When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5.** Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6.** Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements:** The Elev8 program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled Elev8 participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) Elev8 Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g. School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8.** AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9.** Vendor is licensed to provide all proposed activities.
- 6.10.** Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.

6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;

6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:

6.11.1. Definition of High Risk Activities

6.11.1.1. Because of concerns about the risk to student safety, the Elev8 program coordinator shall not permit the following activities on campus or during AGENCY sponsored Elev8 program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs. short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety

6.11.1.2 The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.

6.11.1.3 Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on Elev8 program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that

he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.

6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.

6.11.5. Sleeping arrangements and night supervision are safe and appropriate.

6.11.6. Vendor Proof of Insurance: Elev8 coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading

6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.

6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, Elev8 program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

6.12.3. Swimming Activities

6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and Elev8 program staff before the trip is scheduled.

6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten.

6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

6.12.3.9. The Elev8 Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities

6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**attached as Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age

6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting there from.

7. Changes

7.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

7.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact responsibilities of AGENCY during an academic school year. This MOU may be amended during the 09-10 fiscal year to reflect additional changes resulting from such legislation.

8. Conduct of Consultant

8.1. Child Abuse and Neglect Reporting Act. AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

8.2. Staff Requirements. AGENCY will adhere to the following staff requirements for each AGENCY agent, including employees, staff of subcontracting agencies, and volunteers.

8.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each AGENCY agent in contact with students.

8.2.2. Background Check. Current California Department of Justice (CDOJ) fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ clearance is ascertained, and AGENCY will certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.

8.3. Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

8.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

8.5. Drug-Free / Smoke Free Policy. AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.

8.6. Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

9. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.

10. Insurance. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

10.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

10.2. Worker's Compensation insurance, as required by the California Labor Code, with not less than the statutory limits.

10.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").

11. Litigation. If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.

12. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

13. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

OAKLAND UNIFIED SCHOOL DISTRICT
 _____ 8/12/10
 President, Board of Education
 _____ 8/12/10
 Secretary, Board of Education
 _____ 6/30/10
 Jane Nicholson, Executive Officer
 Complementary Learning
 _____ 7/15/10
 Anthony Smith, Ph.D.
 Superintendent for TS

AGENCY
 _____ 6/10/07
 Agency/Director Signature Date
 Josefina Alvarado, Executive Director
 Print Name, Title

LEGISLATIVE FILE
 File ID No. 10-1750
 Introduction Date 8-2-10
 Enactment No. 10-1499
 Enactment Date 8-11-10

R9