Memorandum of Understanding
Between Alameda Unified School District and
Bay Area Music Project (dba Alameda Music Project) for
Maya Lin Elementary School ASES Funded Program
2021-2022

This memorandum of understanding (MOU), dated July 1, 2021 is between Alameda Unified School District (hereinafter referred to as the DISTRICT) and Alameda Music Project (hereinafter referred to as CONTRACTOR). It is understood and agreed to by all parties as follows:

1. Purpose. This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at Maya Lin Elementary School during the critical after school hours. The intended outcomes are enhanced enrichment opportunities, improved academic performance and more consistent attendance for students, and improved quality of life for families.

2. Description of Collaborative Services. The DISTRICT and CONTRACTOR will work collaboratively to develop, support, coordinate, and provide academic and educational enrichment programs and activities at the designated school. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care.

3. Terms. The terms of this MOU shall commence July 1, 2021 and extend through June 30, 2022.

4. Termination Clause. The DISTRICT may, at any time, terminate this Agreement upon not less than thirty (30) days written notice to CONTRACTOR. The DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, the DISTRICT may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, the DISTRICT may secure the required services from another contractor.

4.1 Force Majeure. Each party shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, government/municipal mandated travel restrictions strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party.

5. Compensation. CONTRACTOR shall be entitled to compensation from the ASES grant award for the designated school for a total compensation during the life of this MOU, in an amount not to exceed $105,196 to support a minimum average of 77 students daily. Any modifications to the amount of compensation must be approved by the DISTRICT, the CONTRACTOR and the California Department of Education. Except as expressly set forth herein, the DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT. The granting of any

payment by the DISTRICT, or the receipt thereof by CONTRACTOR shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, even though the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work that does not conform to the requirements of this MOU may be rejected by the DISTRICT and in that case must be replaced by CONTRACTOR without delay.

5.1. CONTRACTOR Administrative Fees. CONTRACTOR understands and agrees that it may not expend more than 5.5% of the total contract amount on administrative costs.

6. Program Roles and Responsibilities

DISTRICT:

6.1. Provide a consistent person to act as DISTRICT liaison and program partner.
6.2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
6.3. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
6.4. Assist in recruitment of program staff.
6.5. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
6.6. Identify high need students and help recruit students into the program; provide the program access to participant parents.
6.7. Help program to obtain feedback from students and their families on what is working and what new services/program elements needed to be added/modified.
6.8. Collaborate with CONTRACTOR on a jointly developed and agreed upon professional development plan for after school staff. Share information about professional development and staff trainings being conducted regionally.
6.9. School Principal will participate in interviews for Site Coordinator when there is a vacancy to be filled, and give input on selection of Site Coordinator. Family Involvement and Community Engagement Programs Coordinator will participate in interviews for Program Manager when there is a vacancy to be filled, and give DISTRICT input on selection of Program Manager.

CONTRACTOR:

During the Pandemic: CONTRACTOR is responsible to ensure agency adherence to District, city, state or federal guidelines regarding the COVID-19 pandemic.

Expectations During Flexible/Distance Learning (in consultation with site principal)

1- School Supports; Team has a caseload of students they support with tutoring, SEL, well-being check ins, connect family with services in the community, advocate for students in COST teams, etc. Supports for the whole family-- Social hours to check in with families weekly (office hours) and with students (office hours)

2- Enrichment Supports; Team provides coordinate enrichment activities online for asynchronous learning times and preferably activities that build in grade level academic tutoring, student voice, creativity, self expression, leadership

3- Document activities, like attendance on the City Span attendance website and for internal records. Have regular check-ins with the Principal to adjust as needed.

Return to in person supports at school sites

Expectations For Back to School In Person Supports

1- CONTRACTOR is responsible to ensure agency adherence to District, city, state or federal guidelines regarding the COVID-19 pandemic.

2- CONTRACTOR may use ASES funds to cover Personal Protective Equipment as required by District, city, state or federal guidelines.

6.10. Provide a comprehensive after school program that includes an academic, enrichment and physical elements. The core program commences immediately upon the conclusion of the school day and operates a minimum of 15 hours per week and at least until 6pm on every regular school day. The core program shall operate every school day with the exception of up to three days that the program can be closed for staff professional development. The supplemental program may operate during any combination of summer, intersession, or vacation periods for a minimum of three hours per day. To be worked out with site administrator.

6.11. Provide a daily academic component that provides homework assistance. Universally implement Homework Time, Afterschool Style for all students in all grade levels.

6.12. Provide instruction to every student two or three times per week using common core aligned curricula designed or selected in partnership with the school site principal.

6.13. CONTRACTOR will use its enrollment packet. CONTRACTOR will seek approval from DISTRICT's Family Involvement and Community Engagement Programs Coordinator for any modifications to the enrollment packet, in advance of distribution.

6.14. Employ consistent procedures to follow established policies for reasonable early release of pupils in the after school program.

6.15. Provide a daily nutritious snack for attending students. CONTRACTOR must require that each At-Risk/After School Program Site Coordinator complete a daily attendance and meal count in Google Docs (provided by Food Services Staff) by 7:00 pm of each working day. Leftover meals are to be properly stored and to be used first the following day. On Friday all leftover meals are to be discarded. Every Wednesday, meal counts/orders for the following week are due by 7:00pm to James Assia/Food Services Coordinator. To increase or decrease the site's food order, site coordinator must let AUSD/Food Services know immediately since meals can only be changed for two days out (Monday for Wednesday, Tuesday for Thursday and Wednesday for Friday). If meals are over ordered by 3% or more at any site, resulting in the meals being discarded (thrown out) or unused, then CONTRACTOR will review process with AUSD Food Services to determine appropriate steps to counter waste and promote efficiency. Should waste continue, CONTRACTOR will be responsible for cost of the discarded meals.

6.16. Provide a physical activity element that aligns to CDE physical activity standards.

6.17. Maintain clean, safe, and secure program environments for staff and students in conjunction with the DISTRICT.

6.18. Work closely with school site and the DISTRICT to keep student enrollment and daily attendance as close to 100% of the target attendance and no less than 85% of the target attendance at each school site established by the grant. If the attendance rate at a school is less than 85% of the target attendance over the academic year for the core program, CONTRACTOR may be compensated at reduced rate of $6.55 per day per student. In such instance, adjustments may be made to the final

invoice from CONTRACTOR.

6.19. Maintain and provide to the DISTRICT timely attendance, financial, and program activities records. Ensure that each month's attendance is entered into CitySpan no later than the 10th day of the following month.

6.20. Share new partnership opportunities with DISTRICT and communicate progress of project/partnership development on a timely and consistent manner to the DISTRICT.

6.21. Provide a site coordinator and sufficient site based staffing to meet the minimum requirement of the grant to maintain a 20:1 adult/student ratio.

6.22. Develop and submit to the DISTRICT a written program plan by July 30, 2021. following Program Plan Guidelines provided by the California Department of Education. Resources: Standards in designing Expanded Learning Program Quality https://www.cde.ca.gov/ls/ba/as/documents/qualitycrosswalk.pdf and the Physical activity guidelines: https://www.cde.ca.gov/ls/ba/as/documents/paguidelines.pdf

6.23. Develop and disseminate parent information, including a parent handbook. Copies must be given to the DISTRICT and School Principal.

6.24. Collaborate with the DISTRICT on a jointly developed and agreed upon professional development plan for after school staff.

6.25. Include school Principal in interviews for Site Coordinator when there is a vacancy to be filled, and receive input from Principal on selection of Site Coordinator. Include DISTRICT Family Involvement and Community Engagement Programs Coordinator in interviews for Program Manager when there is a vacancy to be filled, and receive input from the DISTRICT on selection of Program Manager.

6.26. Maintain, during this life of this MOU, all licenses and permits required under local, state or federal law.

7. Field Trip Policy. CONTRACTOR will provide each Site Administrator and the Family Involvement and Community Engagement Programs Coordinator with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester. CONTRACTOR hereby certifies that after school program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities.

7.1. 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:

7.1.1. a full description of the trip and scheduled activities

7.1.2 student/adult participant health information

7.1.3. "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."

7.2 After school program staff or subcontractors leading trip must have a written list of students attending trip.

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

7.4 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 (e.g. 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.

7.5 Supervision

7.5.1. CONTRACTOR Executive Director must review and approve supervision plan.

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

7.5.3. Chaperones are all CONTRACTOR employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones, and are 21 or older. Family Involvement and Community Engagement 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 after school 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 Family Involvement and Community Engagement Coordinator or CONTRACTOR executive director. Before the trip, after school 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.

7.5.4. 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.

7.5.5. Adult to student ratio is at least 1:10 or lower 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.

7.5.6. Safety requirements have been met (e.g.: 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).

7.6. Transportation Requirements: The after school 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 after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) Family Involvement and Community Engagement 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 CONTRACTOR 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 (School Pupil Activity Bus certification) and have at least $5,000,000 automobile and $1,000,000 per occurrence and $2,000,000 aggregate General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers receive safety and emergency instruction and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle. The indemnification requirements set forth in Section 13 shall apply to all transportation activities under this section.

District will provide use of AUSD vans for the following activities: distribution of CACFP At Risk Suppers to BAMP program site; delivery of program equipment, materials and supplies; student field trips including athletic games for after school sports program (provisions of Field Trip Policy specified in this MOU apply); and other after school program sponsored events. BAMP will confirm a safe driving record of BAMP employees permitted to drive AUSD vans by acquiring evidence of a valid Driver License and DMV Driver Record. BAMP will maintain non-owned-vehicle automobile insurance that protects BAMP in the event of an accident involving another vehicle lacking adequate insurance. AUSD will be responsible for insurance protecting AUSD, and for vehicle license and registration. BAMP will be responsible for cost of fuel.

7.7. CONTRACTOR 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.
7.8. Vendor is licensed to provide all proposed activities.
7.9. 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.
  7.9.1. Parents/guardians must be informed that there is no District insurance for the trip;
  7.9.2 Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.
7.10. Additional Requirements for High Risk, Overnight, Out of State Trips.
  7.10.1. Definition of High Risk Activities (by way of illustration and not limitation):
    7.10.1.1. Because of concerns about the risk to student safety, the Family Involvement and Community Engagement Coordinator shall not permit the following activities on campus or during CONTRACTOR sponsored after school 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

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

7.10.1.3. 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.

7.10.2. 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 after school 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.

7.10.3. 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 CONTRACTOR.

7.10.4. 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.

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

7.10.6. Vendor Proof of Insurance: After school coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

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

7.11.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school 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.

7.11.3. Swimming Activities

7.11.3.1. 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.

7.11.3.2. Swimming facilities, including backyard pools, must be inspected by the CONTRACTOR Executive Director and after school program staff before the trip is scheduled.

7.11.3.3. Owners of private pools must provide a certificate of insurance, designating the DISTRICT and CONTRACTOR as an additional insured, for not less than $2,000,000 in liability coverage.

7.11.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the CONTRACTOR Executive Director shall ensure their presence. The CONTRACTOR 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.

7.11.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

7.11.3.6. 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.

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

7.11.3.8. 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.

7.11.3.9. The DISTRICT may require students to wear flotation devices, depending upon their age and swimming ability.

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

8. Financial Records. CONTRACTOR agrees and understands that the DISTRICT is responsible for fiduciary and programmatic oversight for the expenditure of ASES grant funds contracted to CONTRACTOR by the DISTRICT for fiscal year 2021-2022. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. CONTRACTOR will ensure that all contracted funds of this MOU are expended as per grant guidelines.

8.1. Accounting Records. CONTRACTOR will maintain its accounting records based upon the principles of fund accounting.

8.2. Disputes. CONTRACTOR shall make all records related to ASES available to the DISTRICT for review. The DISTRICT and CONTRACTOR shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

9. Invoicing.

9.1. Billing Structure. CONTRACTOR may divide the total amount of the MOU and bill the DISTRICT by the number of months of the total Term of this MOU, and bill monthly for that portion of the period covered by the MOU. Billing details must be provided upon request to the DISTRICT to ensure compliance with related sub recipient and grant guidelines.

9.2. Unallowable Expenses. CONTRACTOR may not purchase computers or capital equipment using ASES funds.

9.3. Invoice Requirements. CONTRACTOR will submit invoices with evidence of the following staff qualifications for each CONTRACTOR employee and CONTRACTOR agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice (CDOJ) fingerprint clearance, and Instructional Aide requirement.

9.4. Submission of Invoices. CONTRACTOR must submit invoices to the DISTRICT on a timely and regular basis for services rendered. The DISTRICT will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. The DISTRICT shall pay CONTRACTOR as invoiced for appropriately documented expenses related to the ASES grant, with a cumulative total for 2021-2022 not to exceed **$105,196** in accordance with this MOU.

10. Maintenance of Documents. CONTRACTOR agrees that, pursuant to California law, it shall maintain program and fiscal documentation for a minimum of five years. All documents created by CONTRACTOR pursuant to and for the sole purpose of this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the DISTRICT, with all intellectual property rights therein vested in the DISTRICT at the time of creation. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged or destroyed before final delivery to the DISTRICT, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage to or destruction of such materials. CONTRACTOR may retain a copy of all materials produced under this MOU for its use in its general business activities. DISTRICT acknowledges that with the exception of materials prepared by

CONTRACTOR for the sole purpose of this MOU, it does not claim any ownership or intellectual property rights respecting materials prepared by CONTRACTOR in the course of its general business activities.

11. Changes.
    - 11.1. CONTRACTOR Changes. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the responsibilities or services and result in a adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the DISTRICT 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 the DISTRICT prior to the time that CONTRACTOR 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 AUSD prior to CONTRACTOR's implementation of such changes.
    - 11.2. Changing Legislation. CONTRACTOR understands that changes in federal or state legislation or district policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2021-2022 fiscal year to reflect additional changes resulting from such legislation.
    - 11.3. Amendments to the MOU may be consummated with a mutual written agreement from both parties.

12. Conduct of CONTRACTOR.
    - 12.1. Child Abuse and Neglect Reporting Act. CONTRACTOR 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.
    - 12.2. Staff Requirements. CONTRACTOR will provide documentation guaranteeing that CONTRACTOR will adhere to the following staff requirements for each CONTRACTOR agent, including employees, staff of subcontracting agencies, and volunteers. CONTRACTOR will provide DISTRICT with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 9.3 which include:
        - 12.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.
        - 12.2.2 Background Check. Current California Department of Justice (CDOJ) fingerprint clearance for each CONTRACTOR agent working with students. CONTRACTOR will not permit its agents to come into contact with students until CDOJ clearance is ascertained, and CONTRACTOR will certify in writing to the DISTRICT that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.
        - 12.2.3. Minimum Qualifications. CONTRACTOR staff and agents who directly supervise students and are included in the **1:20 staff to student ratio** must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

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

12.4. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service by this Agreement without first obtaining the prior written approval of the DISTRICT. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the DISTRICT's attention in writing.

12.5. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

12.6. Anti-Discrimination. CONTRACTOR 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. CONTRACTOR 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 DISTRICT policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).

13. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, its board of directors, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its members, agents and employees. It is understood that such indemnity shall survive the termination of the agreement. The DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, its board, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its Board of Directors, members, agents and employees. It is understood that such indemnity shall survive the termination of the Agreement.

LIMITATION OF LIABILITY?

14. Insurance. Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(ies) 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:

14.1. 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 and $2,000,000 aggregate.

14.2. WORKERS COMPENSATION insurance, as required by the California Labor

Code, with not less than the statutory limits.

14.3. 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 CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be endorsed to name Alameda Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT upon CONTRACTOR's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by the DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to the DISTRICT.

15. 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. The Agreement shall be performed in Alameda, California and is governed by the laws of the State of California.

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

17. 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.

ALAMEDA UNIFIED SCHOOL DISTRICT		ALAMEDA MUSIC PROJECT	
		Lorrie Murray	07/08/2021
President, Board of Education	Date	Lorrie Murray, Executive Director	Date
Secretary, Board of Education	Date		