



# OAKLAND SCHOOL VOLUNTEERS

## Waiver of Liability

**Please read the following safety information and sign the release of liability on page 6.**

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## **Guidelines and Expectations**

As an Oakland School Volunteer through the Oakland Public Education Fund, I hereby agree to comply with the following guidelines and agreements:

### Behavior

1. Sign in at the front office and wear your ID badge and lanyard every time you volunteer.
2. Engage teachers and staff with respect. Always listen carefully and follow their instructions and wishes. If you need to communicate with a teacher, please do so when they are not mid-instruction and do not expect same-day responses to emails.
3. Approach your volunteering with flexibility. Teachers may ask you to complete a wide range of tasks. Please complete all requests to the best of your ability. If you do not enjoy the volunteer work you are being asked to complete, you may communicate this with your Program Coordinator at the Oakland Public Education Fund and adjustments or placement changes can be made.
4. Use all classroom materials carefully, and replace them in an orderly manner when you are finished. As a guest in the classroom environment, you should attempt to leave the space nicer than when you found it. Use all technology respectfully and carefully.
5. Volunteers may not use profanity or vulgar language. Volunteers should keep the discussion of their personal lives to a minimum, and may not discuss adult topics with students.

6. Please provide as much notice as possible to your primary point of contact at the school site if you will be absent or late. If your attendance is poor and becomes an issue for the classroom you are volunteering in, we will ask you to resign.
7. Volunteers may not bring guests with them to their school site. This includes family members, but special permission may be given by school leaders for babies and toddlers.

### Physical

8. Physical contact with students is prohibited. You may offer handshakes and high fives as greeting or encouragement. You may accept side hugs from students, but you may not offer them. You may also choose to decline a hug offered from a student. Students may never sit on your lap.
9. Volunteer may not rough-house with students or climb play structures made for children.
10. Clothing must cover the entire mid-section of the body and extend to at least the knees and to the shoulders. Clothing may not depict or display any inappropriate or distracting language or images. Students look up to you as a role model.
11. Good personal hygiene is required to volunteer in a school. Cleanliness prevents the spread of disease/illness. Always have clean hair, body, and clothes.
12. Volunteers may only use the adult restrooms located on campus (do NOT use the student restrooms). Volunteers are required to respect the facilities and not make any messes. Volunteers are required to wash their hands thoroughly after using the restroom every time.
13. Volunteers must keep their personal items with them at all times. There is no designated place for volunteers to store belongings or materials. Please keep your belongings to a minimum.
14. Volunteers may not be under the influence of alcohol or illegal drugs while volunteering at the school sites. Smoking or smelling of smoke is not permitted at the school sites.
15. We value your safety, and have prioritized creating a safe environment in which you can volunteer. Beyond our efforts, there are certain societal factors that are out of our control. We ask you to please use good judgment should you ever feel unsafe.

### Working with Students

16. Whenever possible, please conduct your volunteering and/or tutoring inside the classroom, outside of an open door to the classroom, or in a public tutoring center within the school site.
17. If a child becomes hurt, sick, or says anything concerning to you, please convey this information to the teacher or principal as soon as possible.
18. Volunteers are responsible for understanding and using the specific approach demonstrated by the teacher/staff so that the work and the children are dealt with consistently and fundamental concepts are followed.
19. Please do not be a distraction in the classroom: cell phone use is not permitted, please use an indoor voice at all times, please do not call away student attention from the teacher if you are not currently working with them.
20. Disciplinary action is not the volunteer's responsibility, and should be handled by the teachers and school staff.

### Earthquake Procedures

#### In the Classroom or Office:

At the first indication of ground movement, you should **DROP** to the ground. It will soon be impossible to stand upright during the earthquake. Getting to the ground will prevent being thrown to the ground. You should seek protective **COVER** under or near desks, tables, or chairs in a kneeling or sitting position. You should **HOLD** onto their table or chair legs. Holding onto the legs will prevent it from moving away from you during the quake.

Protect your eyes from flying glass and debris with your arm covering your eyes. You should remain in the **DROP** position until ground movement ends. Be prepared to **DROP**, **COVER**, and **HOLD** during aftershocks.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

#### In Other Parts of the Building:

At the first indication of ground movement, you should **DROP** to the ground. Take **COVER** under any available desk, table, or bench. In a hallway, drop next to an inside wall in a kneeling position and cover the back of the neck with your hands. After the ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

#### While Outside:

At the first indication of ground movement, move away from overhead hazards such as power lines, trees, and buildings. **DROP** to the ground and **COVER** the back of the neck with your hands. Be aware of aftershocks. Do not reenter buildings until it is determined safe to do so. Wait until the ground movement stops and check for injuries. Be aware of aftershocks, downed wires, or roads blocked by debris.

### Fire Procedures

1. Evacuate the building immediately for any fire or suspected fire
2. Sound alarm if it has not already been done
3. Call 911: convey the program, the school building address and location of the fire (if known)

#### Fire Extinguisher Instructions:

1. Pull safety pin from the handle
2. Aim at the base of the fire
3. Squeeze the trigger handle
4. Sweep from side to side

Never attempt to fight a fire larger than a wastebasket size. Even a small fire can generate enough smoke to cause serious injury. Never attempt to fight a fire by yourself. Call for help. Always stay between the fire and the exit. If your clothes (or someone else's) catch fire, STOP, DROP AND ROLL!

Upon arrival, the Fire Department will assume command. The Principal will be accountable for teachers and school district staff. The Teachers will be accountable for students.

## **Emergency Lockdown Procedures**

If it is determined that the safety and health of students and staff are in jeopardy, an announcement will be made to alert of potential danger. The Shelter-In-Place alert shall be given by the District.

Upon hearing this announcement, the following steps must be implemented:

1. Teachers should quickly check halls and get students into classrooms.
2. Lock doors, close blinds.
3. Teachers will keep all students in the classroom until an all clear has been sounded.
4. Teachers will maintain (as best they can) a calm atmosphere in the classroom, keeping alert to emotional needs of the students.
5. Staff without students will report to the office for instruction or as otherwise directed.
6. Head secretary will operate the phones and radio. Other clerical staff will deliver messages as needed and work with Principal and Police Services.
7. Staff will not evacuate or leave their assigned area unless authorized by Principal or Police Services.
8. When the emergency is over, "all clear" will be announced.
9. The Crisis Response Team will meet to determine needs of school.
10. Each staff member will document exactly what occurred in their area of responsibility. This will be done as soon as possible.

## **Shelter-in-Place**

When instructed or when an alerting system triggers to shelter-in-place, please:

1. SHELTER – Go inside the nearest building or classroom and remain there. You are looking for enclosed protection from the outside.  
Students should also be advised to do the following when possible:
  - a) Select rooms on higher floor levels and avoid basements.
  - b) Select an internal room or a room with as few windows as possible.
  - c) Choose a room with bathroom facilities and water. You may need to shelter in place for an extended period of time.
2. SHUT – Close all doors and window. The tighter and more complete the seal the better. Close as many windows and doors between the outside and your shelter-in-place room as possible. Close curtain and then stay away from the windows.
3. LISTEN – Remain quiet to hear critical instructions from school officials.

## Oakland School Volunteers Waiver of Liability

BY PARTICIPATING IN THE OAKLAND SCHOOL VOLUNTEERS PROGRAM, YOU HEREBY AGREE TO THE RELEASES AND WAIVERS CONTAINED HEREIN. YOU SHOULD READ THIS RELEASE AND WAIVER OF LIABILITY SECTION (THE “RELEASE”) CAREFULLY AS IT RELEASES THE OAKLAND PUBLIC EDUCATION FUND AND ITS AGENTS AND AFFILIATES FROM ALL LIABILITY RELATING TO VOLUNTEERISM IN OAKLAND SCHOOLS AS ASSIGNED BY THE OAKLAND PUBLIC EDUCATION FUND AND ALSO GIVES THE OAKLAND PUBLIC EDUCATION FUND THE RIGHT TO USE YOUR NAME AND LIKENESS. FOR GOOD AND VALUABLE CONSIDERATION, YOU ARE AS FOLLOWS:

You agree and understand that the scope of your relationship with the Oakland Public Education Fund is limited to as volunteer position and that **no compensation** or remuneration is expected or will be paid in return for services provided by you; that the Oakland Public Education Fund will not provide any benefits traditionally associated with employment to you; and that you are solely **responsible for your own insurance coverage** in the event of personal injury or illness as a result of your service with the Oakland Public Education Fund.

You hereby authorize the use of **your name, voice, appearance, image, photograph, likeness, performance and/or biography (the “Materials”)** by the Oakland Public Education Fund, the Board of Directors, Oakland Unified School District, and their officers, employees and agents (collectively, the “Released Parties”) in perpetuity and in any way or in any manner of media now or hereafter known in connection with or arising out of my participation in the Oakland School Volunteers program. You hereby authorize The Oakland Public Education Fund to obtain and hold all rights in such Materials, including any copyrights, and to copy, edit, distribute, create derivative works of and otherwise use such Materials in its sole discretion. *If you do not authorize the use of you “Materials”, please complete the opt-out form.*

You hereby irrevocably release and promise not to sue the Released Parties for any claims, demands, causes of action, losses, expenses, costs or liability of any nature whatsoever which you may hereafter have against any of them arising out of or in connection with your volunteerism or related to the Materials, including without limitation any and all claims for invasion of rights of publicity, privacy, defamation, or other claims or causes of action arising out of the production, reproduction, distribution, broadcast, exhibition or other exploitation of the Materials. You also agree to make every effort to obey safety precautions as listed in writing and as explained to you verbally in the “Guidelines and Expectations” and in the Safety Information and Procedures for Oakland School Volunteers” document, or any other documents provided by The Oakland Public Education Fund or its affiliates or agents. You will ask for clarification when needed. You knowingly and freely assume all risks related to your volunteerism, both known and unknown, even if arising from the negligence of the Released Parties or others, and assume full responsibility for your participation in the Oakland School Volunteers program.

YOU REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER. IF YOU ARE UNDER THE AGE 18, YOU REPRESENT THAT YOUR PARENT OR LEGAL GUARDIAN HAS READ THE ABOVE TERMS AND CONDITIONS AND AGREES TO THE FOLLOWING: **YOU HAVE READ THE ABOVE TERMS AND CONDITIONS AND FULLY UNDERSTAND THE ASSUMPTION OF RISK, WAIVER AND CONSENT CONTAINED THEREIN FOR THE VOLUNTEER. YOU FURTHER UNDERSTAND THAT YOU AND THE VOLUNTEER HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THESE TERMS AND YOU AGREE TO THESE TERMS FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT FOR YOURSELF OR THE VOLUNTEER.**

THE RELEASES HEREUNDER ARE INTENDED TO APPLY TO ALL CLAIMS NOT NOW KNOWN OR SUSPECTED TO EXIST WITH THE INTENT OF WAIVING THE EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR," AS WELL AS OTHER LAWS REQUIRING PRESENT INTENT TO RELEASE FUTURE UNKNOWN CLAIMS." This Release will be governed by the laws of the State of California without regard to the conflict of laws provisions thereof. In the unenforceable or void, this Release shall continue in full force and effect without said provision.

**Volunteer Name (Printed):** \_\_\_\_\_

**X** \_\_\_\_\_  
Volunteer Signature

**Date:** \_\_\_\_\_

**X** \_\_\_\_\_  
Parent Signature

**Date:** \_\_\_\_\_

## “Materials” Opt Out Form

I do NOT authorize the use of **my name, voice, appearance, image, photograph, likeness, performance and/or biography (the “Materials”)** by the Oakland Public Education Fund, the Board of Directors, Oakland Unified School District, and their officers, employees and agents (collectively, the “Released Parties”) in perpetuity and in any way or in any manner of media now or hereafter known in connection with or arising out of my participation in the Oakland School Volunteers program.

**Volunteer Name (Printed):** \_\_\_\_\_

**X** \_\_\_\_\_  
Volunteer Signature

**Date:** \_\_\_\_\_

**X** \_\_\_\_\_  
Parent Signature

**Date:** \_\_\_\_\_