

**Special Meeting of the Board of Directors
Oakland School for the Arts
AGENDA**

**Thursday, August 1, 2024
4:00 p.m.**

**Meeting Location:
Bandaloop Studio
1601 18th Street
Oakland, CA. 94607**

Board of Directors:

Safia Fasah, Chair
Sorell Raino-Tsui
Amy Omand

Phil Green
Isaac Abid

School Staff:

Mike Oz, Executive Director

Steven Borg, Advancement & Marketing Director

Special Meeting

August 1, 2024 @ 4:00 p.m.

Bandaloop Studio, 1601 18th Street, Oakland, CA. 94607

TOPICS

Call to Order and Roll-Call

Safia Fasah

Meeting Norms and Land Acknowledgement

Public Comment on Non-Agenda Items (not to exceed 5 minutes)

Safia Fasah

Discussion and Vote on Approval of Draft Fiscal Sponsorship Agreement Between OSA and Northlake District, a California Nonprofit Corporation, And Authorization of Board Chair to Finalize Terms and Execute a Final Agreement in Substantially Similar Form

Safia Fasah

- Public comment
- Board discussion
- Vote

Discussion and Vote on Approval of Draft Memorandum of Understanding Between OSA and the St. Denis Project, a California Nonprofit Corporation, And Authorization of Board Chair to Finalize Terms and Execute a Final Agreement in Substantially Similar Form

Safia Fasah

- Public comment
- Board discussion
- Vote

Adjourn

Safia Fasah

Bandaloop is fully ADA accessible. Anyone requesting accommodation should contact Steven Borg at sborg@oakarts.org at least 24 hours prior to the meeting.

Members of the public may address the Board of Directors on any topic relevant to OSA. In order to hear from as many voices as possible, the Board Chair may institute a reasonable time limit for all speakers prior to the beginning of public comment. OSA reserves the right to limit the number of speakers. All listed times are approximate. Agendas and materials may be viewed at www.oakarts.org or in the 18th Street School Entrance at 530 18th Street, Oakland, CA 94612 or at the Bandaloop Studio entrance at 1601 18th Street, Oakland, CA. 94607 during normal business hours

Meeting Norms

- The Board recognizes the importance of all stakeholder voices at OSA. Collaboration and community are essential to the viability of our school.
- The purpose of this meeting is for our Board of Directors to meet with each other and conduct school business, as well as to receive input from the school staff and the community via public comment.
- Public comment may be made on topics that relate to the school. After hearing a report, members of the public have the opportunity to offer comments in a designated time prior to the Board discussion of that agenda item. Outside of public comment, members of the public are also welcome to observe the Board meeting.
- To protect student and employee privacy, please refrain from using the name or any information that could imply the identity of any student or employee.
- The Board Chair may institute a reasonable time limit for all speakers prior to the beginning of public comment. To be sure of hearing from a variety of people, minutes may not be transferred to other speakers.
- The Board cannot respond to public comment on non-agenda items. This does not mean that the Board is not listening.
- We strive to be a learning community that learns from each other. We are also a community comprised of people who care very deeply about the school. We recognize that all voices are not treated equally in our society but aim to value and respect all voices equally in this forum. We may have different idea of how to achieve goals, and we may feel passionately about our points of view. This needs to be a safe space for a variety of opinions. Finally, we address each other in a respectful manner to foster collaboration, build community, and to model good citizenship for our student

Bandaloop is fully ADA accessible. Anyone requesting accommodation should contact Steven Borg at sborg@oakarts.org at least 24 hours prior to the meeting.

Members of the public may address the Board of Directors on any topic relevant to OSA. In order to hear from as many voices as possible, the Board Chair may institute a reasonable time limit for all speakers prior to the beginning of public comment. OSA reserves the right to limit the number of speakers. All listed times are approximate. Agendas and materials may be viewed at www.oakarts.org or in the 18th Street School Entrance at 530 18th Street, Oakland, CA 94612 or at the Bandaloop Studio entrance at 1601 18th Street, Oakland, CA. 94607 during normal business hours.

Land Acknowledgement

OSA is situated on Huichin, the unceded territories of the Chochenyo-speaking Lisjan Ohlone peoples, who have lived upon this land since the beginning of time. Indigenous peoples – in California, the Americas, and around the world – are still here.

OSA recognizes the historic genocide and ethnic cleansing inflicted upon Indigenous peoples in California and the Americas, including their forced removal from ancestral lands, and the deliberate and systematic destruction of their communities and culture. These conditions are ongoing and Indigenous people have been fighting against cultural erasure and for their sovereignty since the beginning of colonization.

To this end, we as a community strive to honor the Indigenous members of our community, uplift their voices and contributions to arts and culture, center Indigenous peoples' worldviews in our classrooms, and support Indigenous sovereignty everywhere.

This land acknowledgement is a small act in supporting indigenous communities and centering the Justice, Equity, Diversity, and inclusion work within the Oakland School for the Arts. Solidarity with indigenous nations can include:

1. Donating time and money to Indigenous-led Organizations;
2. Amplifying the voices of Indigenous people leading grassroots change movements;
and
3. Returning land.

Bandaloop is fully ADA accessible. Anyone requesting accommodation should contact Steven Borg at sborg@oakarts.org at least 24 hours prior to the meeting. Members of the public may address the Board of Directors on any topic relevant to OSA. In order to hear from as many voices as possible, the Board Chair may institute a reasonable time limit for all speakers prior to the beginning of public comment. OSA reserves the right to limit the number of speakers. All listed times are approximate. Agendas and materials may be viewed at www.oakarts.org or in the 18th Street School Entrance at 530 18th Street, Oakland, CA 94612 or at the Bandaloop Studio entrance at 1601 18th Street, Oakland, CA. 94607 during normal business hours.

MEMORANDUM OF UNDERSTANDING
between OAKLAND SCHOOL FOR THE ARTS and
DOT TO DOT CONSULTING, INC.

FOR THE
OAKLAND/SAINT-DENIS COOPERATION PROJECT: SCHOOL EXCHANGE

This Memorandum of Understand (“MOU”) is entered into this ____ day of _____ 2024 by and between the Oakland School for the Arts, a California nonprofit corporation (“OSA”) and Dot to Dot Consulting, Inc., a Wisconsin C-Corporation, (“DOT” or “Consultant”) for the Oakland/Saint-Denis Cooperation Project: School Exchange (“Project”).

RECITALS

WHEREAS, OSA is a California nonprofit tax exempt 501(c)(3) charter school; and

WHEREAS, Consultant desires to pursue the Project (as defined below) but does not have an IRS determination letter of qualification under Section 501(c)(3) of the Code;

WHEREAS, this MOU describes the Parties’ responsibilities for use of funds from the grant and all other donated funds) in connection with the Project;

WHEREAS, OSA’s Board of Directors has determined that the Project’s purpose is consistent with the OSA’s mission and purpose to, among other things, provide students with a blend of immersive, robust arts with comprehensive academics, providing integrated opportunities for collaboration, expression and personal growth, and has approved the establishment of a separate restricted fund to receive donations of cash and other property designated for support of the Project and from which to make disbursements to support Project activities;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **Parties to this MOU:** Oakland School for the Arts (OSA) and Dot to Dot Consulting, Inc. (DOT), hereinafter collectively referred to as the “Parties.”
2. **Term:** The term of this MOU will begin on _____, 2024 (“Effective Date”) and continue through June 1, 2025. The MOU may be extended by mutual consent and written agreement signed by the Parties.

3. **Purpose of MOU:** The purpose of this MOU is to administer the grant of funds from the Stuart Foundation in the amount of Fifteen Thousand Dollars (\$15,000) and all other funds donated for the Oakland/Saint-Denis Cooperation Project: School Exchange (“Project”), which is part of a joint cultural initiative started in 2018 between Oakland, California and Saint-Denis, France, that explores the role of arts and culture in building more equitable cities by asserting their cultural and artistic influence and inventing new solutions to the challenges of inequity and accelerated urban development that metropolises are facing. Together, the Project represents a new form of international cooperation between cities living on the margins of more iconic and affluent cities. Outputs have included a learning exchange, documentary film, international exhibitions, public conversations and events, and a bilingual publication. In the 2023-2024 school year, an exchange began between visual arts students and teachers at OSA and Lycée Suger. As part of the project, each city hosts an artist-in-residence for a month to work with the students, teachers, and wider community, with an ultimate goal to provide opportunities for students to also visit each other’s urban environment.

4. **Responsibilities of the Parties:**

A. OSA will be obligated to perform the following tasks:

1. OSA will create a restricted fund exclusively designated for the Project (“Fund”). OSA will receive all tax-deductible charitable contributions for the benefit and use of implementing specific initiatives of the Project.
2. As Project fiscal sponsor, OSA will pay directly all budgeted and approved Project costs upon submittal of sufficient documentation evidencing approved costs and expenses, including the stipend to the artist for the workshops they do with OSA students.
3. OSA will acknowledge Stuart Foundation funds on any written material associated with this Project.
4. OSA will not pay any expenses of the Project unless agreed upon by the Parties, in writing, in advance.

B. Consultant shall be obligated to perform the following tasks:

1. Julie Fry will take on the role of Project Manager to manage the budget for the Project, including documentation of how the funds will be expended.

2. Consultant shall perform all grant reporting for the Stuart Foundation funds and for any other donations including fundraising proceeds
 3. Consultant shall conduct additional fundraising efforts for the Project
 4. The Stuart Foundation funds will be acknowledged on any Oakland/Saint-Denis materials (the website, for example: www.oaklandsaintdenis.org)
 5. Consultant will notify OSA in advance about any public appearances, performances or exhibitions.
 6. Consultant will advise OSA promptly of any media inquiries received regarding the Project
- 5. Compensation:** OSA will receive \$1,000 of the \$15,000 (plus 10% of any additional funds raised) for the sponsorship of the program and to complete the duties and responsibilities set forth above. OSA agrees not to charge any other administrative costs in the process.

Consultant will receive a sum not to exceed \$5,000 of the \$15,000 grant to complete the duties and responsibilities set forth above.

6. Management of Funds:

- A. OSA agrees to receive grants, contributions and gifts to be used in connection with the Project, and to make those funds available to the Consultant as follows: Consultant may (a) request funds in advance through submission of an invoice, or (b) request reimbursement through submission of paid receipts. Consultant will make reimbursement requests within thirty (30) days after the expense is incurred. In making requests, Consultant will comply with OSA's applicable internal policies and procedures then in effect. OSA has no obligation to provide any financial support to Consultant or the Project in any form, including, without limitation, making loans or additional grants, advancing cash, or covering direct expenses.
- B. All funds raised and processed for this Project will appear on the books of OSA, and the Consultant will be responsible for tracking revenue and expenses and will provide reports reflecting revenue and expenses to OSA on an as needed basis, but not less than once a year at a time mutually agreed upon between the parties.

7. Ownership and Confidentiality:

- A. Consultant will ensure that all Project materials and external communications, including, without limitation, any website, letterhead, grant proposals, fundraising

solicitations, donation acknowledgments, exhibition or event programs and related materials, and contracts, indicate in a form acceptable to OSA that the Project is independent of OSA. Consultant will provide copies of all such materials to Sponsor.

- B. OSA may use excerpts of Consultant's work in digital and print communications and promotional materials. OSA will properly credit Consultant's work. OSA may also use Consultant's name, sobriquet, likeness, image, voice, and biography in its digital and print communications, including identifying Consultant as a participant in the Project. For clarity, OSA will own all rights, title and interest, including copyright, in these materials. Consultant will not be entitled to inspect or approve use of these materials, receive notice of their use or publication, or receive payment for their usage.
- C. OSA and Consultant may collect, analyze, and disseminate information about the Project to carry out promotional activities, evaluate the effectiveness of the Project, or comply with external reporting obligations. Consultant will cooperate with OSA in these efforts by providing OSA with such information as OSA may reasonably request, including, without limitation, documentation of the completed Project.
- D. In working together on the Project, the Parties may share "confidential information" with one another, including, without limitation, information about financial, funding, and other matters. The Parties will each use the other party's confidential information only in connection with activities under this Agreement and will keep this information confidential. Confidential information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed. All confidential information furnished under this Agreement is and will remain the property of the furnishing party. Consultant acknowledges that OSA, as a charter school, must comply with the California Brown Act regarding open meetings and transparency and also must comply with the California Public Records Act regarding disclosure of business documents and records upon request.

- 8. Independent Contractor Relationship:** Consultant shall be deemed an independent contractor to the Project. Nothing in this Agreement shall be construed to create an employment relationship, agency, partnership, joint venture or other association. Neither party shall directly or indirectly hire, train, supervise and/or manage the other's employees or have control over those employees' hours, wages or working conditions, or to enter agreements on the other party's behalf. As independent contractor, Consultant shall be solely responsible for paying its respective federal, state and local taxes.
- 9. Insurance:** _The project will maintain a policy of comprehensive general liability insurance of at least \$1 million in coverage, and such other bonding and liability insurance, including but not limited to directors and officers, unemployment, and workers

compensation insurance required by law or usual and customary with respect to the conduct of its activities, in amounts which it has determined are reasonably adequate. All such insurance shall cover Project activities undertaken by Consultant and otherwise, if such coverage is available. Any additional insurance or riders required by the Project shall be at the sole cost of the Project.

10. Indemnification and Defense of Claims: Consultant hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless OSA and its directors, officers, employees, agents, and assigns (collectively, “Indemnitees”), from and against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys’ fees which arise directly or indirectly, wholly or partially arising from or in connection with: (a) Consultant’s performance under or breach of this Agreement, (b) any claims by third parties involving the Project, including any claims of infringement, misappropriation, or otherwise regarding the Project, or (c) any claims based on the assertion, allegation or premise that OSA is the employer or joint employer of any third party involving this Project. Consultant will indemnify and hold OSA and its Indemnitees harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by law on OSA to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Consultant or Consultant’s employees or contractors received in connection to the Project. Consultant will have no obligation to indemnify OSA or its Indemnitees to the extent the liability is solely caused by a OSA’s gross negligence or willful misconduct. This indemnity and defense of claims provision will survive the expiration and termination of this MOU and remain in full force and effect.

11. Termination: This MOU will remain in force until the sooner of (i) the stated end of the Project on June 1, 2025, or (ii) upon 30 days written notice by either party to the other (the “Termination Date”).

12. Designated Contacts and Notice:

OSA’s designated contact for this MOU will be:

Name:
Title
Oakland School for the Arts
Address:
Email/phone:

Consultant’s designated contact for this MOU will be:

Julie Fry
Dot to Dot Consulting, Inc.

Xxxx
Xxxx
XXXXX/XXXXXX

IN WITNESS WHEREOF, this MOU is executed as of the last date set forth below.

OAKLAND SCHOOL FOR THE ARTS
(OSA)

_____, Title Date

DOT TO DOT CONSULTING, INC.
(CONSULTANT)

Julie Fry

_____, Title Date