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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Valerie Goode, Deputy Chief of Communications and Public Affairs
John Sasaki, Director of Communications

Board Meeting Date April 22, 2020

Subject Approval by the Board of Education of the Filming Access Agreement between Open'Hood, Inc. and Oakland Unified School District

Action Requested and Recommendation Approval by the Board of Education of a Filming Access Agreement between the District and Open'Hood Inc., Oakland, CA, for the latter to create a documentary film capturing the complex social issues within education and the Oakland Unified School District by conducting interviews, photographing, video/audiotaping District staff, students, teachers, and parents/guardians, and authorizing the President and Secretary of the Board to sign the Agreement for same with said vendor with work scheduled to commence on November 25, 2019 at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor)

Oakland Unified School District believes that the production of such a documentary film may benefit the District, its students, employees and other stakeholders, and the greater Oakland community by educating the public further regarding the critical role the District, its schools, its teachers and all other staff play in educating its students and the myriad challenges they face as they try to provide education.

Competitively Bid Not applicable

Fiscal Impact None

Attachments

- Filming Access Agreement
- Permission Form/Waiver for OUSD Student to Appear in Film

**OPEN'HOOD, INC.-OAKLAND UNIFIED SCHOOL DISTRICT
FILMING ACCESS AGREEMENT**

This Filming Access Agreement (“Agreement”) is entered into by and between Open’hood, Inc., its employees, agents, representatives, subcontractors, successors, assigns and licensees (collectively, “Producer”) and the Oakland Unified School District (“OUSD” or “District”). This Agreement is effective as of November 25, 2019 (the “Effective Date”).

WHEREAS, OUSD is a California public school district which provides education services to its Oakland, CA students;

WHEREAS, Producer is an award-winning film company that wishes to make a documentary film about the District’s efforts to educate OUSD students in Oakland, CA and how that reflects the District’s and other school districts’ successes and challenges facing public school districts state- and nationwide (the “Film”);

WHEREAS, OUSD believes that the production of such a documentary film may benefit the District, its students, employees and other stakeholders, and the greater Oakland community by educating the public further regarding the critical role the District, its schools, its teachers and all other staff play in educating its students and the myriad challenges they face as they try to provide education;

WHEREAS, OUSD wishes to work with Producer in the development of the Film and Producer needs assistance and access to OUSD’s facilities, events and members in order to produce the Film, as more fully described below;

WHEREAS, the Parties wish to establish appropriate procedures and safeguards to protect the privacy rights of OUSD’s students, employees and contracted staff and to otherwise establish a framework within which such a documentary film may be produced;

NOW, THEREFORE, based on the promises and consideration provided under this Agreement, OUSD and Producer agree as follows:

1. **ACCESS PRIVILEGES.** OUSD agrees to grant Producer and Producer’s film crew, in OUSD’s sole discretion only as permitted by law, access to OUSD schools and personnel, and to other agreed-upon facilities and events to record and photograph the Film on any medium (collectively, “Recordings”).
 - a. Access Privileges do not include meetings or work that involve OUSD and staff; OUSD officials or executives; or the District’s attorneys and which are privileged communications or protected by the attorney-client confidentiality without express OUSD prior permission. “Express OUSD prior permission” is understood and agreed to be permission that may only be given by the OUSD Board of Education, and OUSD officials and officers expressly authorized by OUSD Board Policy to waive the privilege and confidentiality protections on the District’s behalf.
 - b. Access Privileges do not include access to OUSD schools/campuses and classes without express School prior permission. “Express School prior permission” is understood and

- agreed to be permission that:
- i. Requires written approval by the principal, or his/her authorized designee, when Producer intends to access the school/campus in question, but not any classroom or instructional setting when a teacher is providing instruction to any student(s).
 - ii. Requires written approval by the teacher in question when Producer intends to access the teacher's classroom or instructional setting when teacher is or will be providing instruction to any student(s).
- c. Access Privileges do not include access to OUSD students, their classes, meetings, activities or work and which are confidential under federal and state law regarding pupils, without express Parental/Guardian prior permission. "Express Parental/Guardian prior permission" is understood and agreed to be permission that:
- i. Requires express approval by each student's parent or guardian by signing the "PERMISSION FOR STUDENT TO APPEAR IN FILM OR AUDIO PRODUCTION" waiver form, which is designated as Attachment A and incorporated as if fully set forth herein.
- d. Access Privileges will only be allowed while the Agreement is in effect. Access may include but not be limited to the following:
- i. Public OUSD events
 - ii. Public OUSD meetings
 - iii. Interviews with OUSD Administrators, subject to their written consent
2. **COORDINATION.** As a condition of granting access to Producer, OUSD shall have the right to advanced notification, whenever reasonably possible, from Producer of when Producer intends to access OUSD facilities. Producer agrees to notify the OUSD Office of Communications and coordinate directly with that department, in advance of its schedule for filming, by e-mailing or calling OUSD's designated Director of Communications.
 3. **EXCLUSIVITY.** OUSD grants exclusive filming access privileges to Producer for two (2) years from the Effective Date (the "Term"). Access shall be at OUSD's discretion, but exclusivity shall remain while the Agreement is in force. During this exclusive period, OUSD will not grant access privileges to any other documentary crews without prior consultation with and approval by Producer. If approached by other video, TV, or film crews, OUSD will notify Producer within a reasonable amount of time. This restriction does not apply to OUSD's own film operations or general news reports in electronic medium, print, radio or television.
 4. **APPEARANCE VOLUNTARY.** Participation in the Film by OUSD members is voluntary. Producer is required to obtain appearance release forms from OUSD employees and others working for OUSD as volunteers or independent contractors prior to filming them, whenever possible. Producer will not use, display or broadcast ("Air") any recording/filming/photograph/image of an OUSD member, employee, etc., without first obtaining the member's consent. OUSD agrees to assist Producer in requesting signed release forms from OUSD's employees and contractors, as well as students' parents/guardians, but does not guarantee provision of same to Producer. Producer is solely responsible for obtaining students' and employees' (who are featured in the Film) consent prior to Airing.
 5. **MAINTENANCE OF PERMISSION & CONSENT RECORDS.** Producer shall maintain, for a reasonable period of time following the Term, all written records of permission and consent, including but not limited to all student permission forms required by Section 1c, above. Producer's obligations under this Section 5 shall survive termination of this Agreement.
 6. **USE OF RECORDINGS.** Subject to consultation per section 7, Producer is permitted to use

the Recordings in and in connection with the Film, and all ancillary and subsidiary uses thereof, including but not limited to promotion, advertising and merchandising, in perpetuity throughout the world, in any media or distribution channel now known or hereafter devised, including but not limited to festivals, television, home video, VOD and the internet.

Prior to release of the Film, OUSD shall be entitled to view and obtain a copy, free of charge, of Recordings involving incidents that are subject to administrative, civil, or criminal investigation under law or pursuant to OUSD policy, or which become the subject of a legal proceeding ("Shared Recordings"). Producer will give OUSD copies of Shared Recordings as soon as possible, and at least within five (5) business days of written request by OUSD (email to Producer's Project Manager shall suffice).

As between the parties, the Shared Recordings will remain the property of Producer and under Producer's trademark and copyright protections. OUSD understands that it is granted a license and the right to use the Shared Recordings for official purposes only. OUSD and Producer understand that the Shared Recordings shall be covered under confidentiality, privilege, and privacy protections afforded by law, including but not limited to Cal. Evidence Code §§ 1040-1047, Cal. Penal Code § 832.5 et seq., and Cal. Government Code § 6255.

Producer has an interest in protecting its rights in the Shared Recordings, therefore OUSD agrees, to the extent legally permissible, to keep the Shared Recordings confidential and to limit access to the OUSD Office of Communications and those OUSD officials with a need to know or a right to know under the law.

After release of the Film, OUSD may use the Shared Recordings as provided herein and also for training purposes, upon Producer's approval.

7. **CONSULTATION.** Prior to the release of the Film, Producer shall consult with OUSD by presenting edited scenes and/or footage that Producer desires to use in the Film, of the Shared Recordings. This consultation shall occur at three (3) stages: a rough-cut stage, a fine cut stage, and a final cut stage. At each showing OUSD shall have the right to review, comment, or require, with an accompanying written explanation, that the Shared Recordings be modified or not used solely due to legal, safety, privacy, or security concerns; to avoid jeopardizing an open investigation; and/or to avoid jeopardizing an open claim or pending litigation. This provision is intended to protect OUSD's privileged and confidential communications/records.

The confidential screenings shall be in person at mutually agreed upon times. To the extent legally permissible, the screened material shall be kept confidential at all times. OUSD shall deliver any notes/comments to Producer within fifteen (15) working days following Producer's delivery of the applicable cut of the Film and acknowledges that time is of the essence.

Nothing in this Agreement or Provision shall be construed as a waiver of OUSD's rights under any law.

8. **CREATIVE CONTROL.** As between the parties, Producer shall have creative control over the Film, including but not limited to, production, direction, editorial control, final cut and distribution.
9. **USE OF OUSD'S NAME AND LOGO(S).** Producer is entitled to use within the Film any materials and images containing OUSD's name and logos. OUSD's name and logos are OUSD trademarks and OUSD grants Producer a license to use these trademarks in the Film and in any publicity, promotion or distribution of the Film solely for purposes of the Film. Nothing in this Agreement shall be construed as OUSD relinquishing its trademarks or copyrights or granting Producer a perpetual right of use beyond what is specified herein.
10. **OWNERSHIP.** As between the parties, Producer is and shall at all times remain the owner of

the Film and all raw footage/photographs taken by Producer, subject to Producer's right to assign its rights as set forth in section 14 below. Except for OUSD's copyrights and trademarks, as between the parties, Producer shall at all times own the underlying intangible property developed by Producer relating to the Film, including all trademarks and copyrights, subject to Producer's right to assign its rights as set forth in section 14 below.

11. **PUBLICITY.** Producer understands and acknowledges that OUSD values transparency and has the right to release information related to the Film and Agreement whenever necessary to enforce its rights under this Agreement. Producer understands that OUSD as a public entity has a duty to disclose information to the public pursuant to applicable laws, rules and regulations, including but not limited to the Cal. Public Records Act. Producer understands and acknowledges that OUSD cannot legally restrict employees' protected speech and personal communications (such as posting on personal social media) and that OUSD has limited control over third party communications. Subject to the foregoing, OUSD agrees that it will not issue or authorize the publication of any interview, news story, publicity or publicity materials or make public statements or postings (including, without limitation, on social media and social networking websites such as Twitter and Facebook), relating to Producer or the Film without Producer's prior written approval in each instance.
12. **CREDITS.** OUSD shall be entitled to credits in the Film as appropriate for credits extended to public entities; provided that no casual or inadvertent failure by Producer and no failure of any third party to comply with the credit obligations set forth in this section will be a breach of this Agreement; provided further that upon receipt of notice from OUSD of Producer's failure to comply with the foregoing credit provisions, stating the nature of such non-compliance in reasonable detail, Producer shall use reasonable efforts to cure such failure prospectively. In addition, upon request OUSD shall be entitled to receive, free of charge, one (1) digital copy of the final, broadcast version of the Film at such time as the film is commercially released, if ever, provided that OUSD shall only use such digital copy for internal, non-commercial purposes and shall not make any copies of such digital copy and/or distribute it to third parties.
13. **NO OBLIGATION.** Producer shall have no obligation to produce the film or to include OUSD or any particular individuals in the Film.
14. **ASSIGNMENT.** Producer shall be able to assign this Agreement and any of its rights hereunder in whole or in part to any other person or entity in its sole discretion for only the purpose of effectuating distribution of the Film. However, until completion of the Film, Producer shall not be able to assign this Agreement and any of its rights hereunder without written approval from OUSD. This Agreement and all releases granted to Producer hereunder shall be for the benefit of Producer and also for its licensees, successors and/or assigns. An assignment shall not operate to extinguish or limit OUSD's rights provided in this Agreement. Further, this Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
15. **OUSD MATERIALS.** OUSD is the owner of "OUSD Materials," including any writing or record produced or maintained by OUSD. Upon request by Producer, OUSD may grant Producer access and a license to use certain OUSD Materials in the Film and for Film purposes only, including advertising, marketing and promotion. OUSD shall respond to requests for OUSD materials within a reasonable time and preferably within ten (10) working days from written request by Producer (email to OUSD's Director of Communications shall suffice). Producer shall not have access to OUSD Materials that OUSD notifies Producer are privileged records or writings protected by attorney-client confidentiality or work-product privilege.

OUSD shall at all times remain the owner of any underlying intangible property including all trademarks and copyrights related to OUSD Materials. Neither this Agreement nor this provision shall be interpreted as transferring OUSD ownership of OUSD Materials to Producer, or waiving any of its ownership, trademarks and copyrights.

Producer agrees to protect the confidentiality of any information received from OUSD in connection with this Agreement or the Film that is marked by OUSD as confidential or privileged. Producer agrees not to use said information except to the extent that:

- a. Such information is already in the public domain; or
- b. Such information is obtained by Producer from independent third parties not subject to restrictions on confidentiality

16. **NON-INTERFERENCE.** Producer shall not interfere with regular operations of OUSD and will comply with all OUSD directives and standard operating procedures of which Producer is notified. Producer understands that during regular business operations, such as during the regular school day or at meetings, OUSD may issue directives or restrict access to Producer for health, safety or security reasons. Failure to comply will entitle OUSD to deny access to Producer and may result in termination of access.
17. **PERMITS.** Producer shall secure all necessary filming permits from the Oakland Film Office and shall obtain a valid City business tax certificate. Producer is required to comply with Oakland's Film Office permit requirements.
18. **CONFLICT OF INTEREST.** Producer acknowledges that it is familiar with the provisions of Sections 1090, *et seq.* and Sections 87100, *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Producer receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Producer agrees it shall notify OUSD in writing.
19. **TUBERCULOSIS SCREENING.** Producer shall screen its employees, agents and subcontractors who will be present at OUSD sites for more than six hours pursuant to the following: Producer's employees, agents and subcontractors must submit to a tuberculosis risk assessment as codified in California Education Code 49406 within the prior 60 days of being present at OUSD sites. If tuberculosis risk factors are identified, Producer's employees/agents/subcontractors must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the Producer's employees/agents/subcontractors shall obtain an x-ray of the lungs. At his/her discretion, Producer's employee/agent/subcontractor may choose to initially submit to the tuberculosis examination instead of the risk assessment.
20. **FINGERPRINTING/BACKGROUND CHECKS.** The Parties agree that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Producer under this Agreement and Producer certifies its compliance with these provisions as follows: "Producer certifies that Producer has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Producer's employees, subcontractors, agents, and subcontractors' employees or agents ('Employees') regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of Producer, who may have contact with OUSD pupils in the course of the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Producer further certifies that it has received and reviewed

fingerprint results for each of its Employees and Producer has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils under this Agreement.”

Notwithstanding any other provision or term of this Agreement, in the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any Producer-related person, employee, representative or agent from an OUSD school site and/or property, Producer shall immediately, upon receiving notice from OUSD of such desire, cause and ensure the immediate and continued removal of such person(s).

21. **INSURANCE.** Producer shall at its sole expense obtain and have in effect for the entire duration of this Agreement the following:
- Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700), as well as all applicable federal laws. Further, Producer's Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for claims, demands or lawsuits relating to anything arising under this Agreement, including but not limited to the Film, alleging corporal punishment, sexual misconduct, harassment, bodily injury and/or property damage, as well as patent, copyright, or other intellectual property infringement, defamation or violation of privacy rights. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 10 days of effective date of the Agreement (and within 10 days of each new policy year thereafter during the term of this Agreement). Evidence of Producer's insurance must be attached to this Agreement. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Producer. The policy shall protect Producer and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
22. **ASSUMPTION OF RISK.** Producer agrees to assume all known and unknown risks associated with the Film production and participation in this Agreement. Accordingly, Producer understands it is barred from pursuing any claim or lawsuit for damages, injuries, property loss or death resulting from Producer's assumption of risks.
23. **INDEMNIFICATION, DEFENSE, RELEASE, AND WAIVER.** To the furthest extent permitted by California law, Producer shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“the Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. Producer also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Producer arising out of or in any way related to the performance of this Agreement; and/or arising out of Producer's production and distribution of the Film (and all elements thereof and all rights therein). Producer shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Producer's own

expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Producer proposes to defend the Indemnified Parties. If Producer does not agree to provide OUSD's selected defense counsel to OUSD as provided herein, OUSD shall have the right to select its own counsel for which Producer shall be responsible for all costs and fees. This provision survives termination of this Agreement.

Producer agrees to cooperate fully in the defense of any claim or litigation brought against OUSD or Producer relating to the Film and performance of this Agreement. Each shall give the other prompt notice of any claim, demand, suit or proceeding.

24. TERM, TERMINATION

- a. **TERM.** This Agreement shall commence upon the Effective Date and shall continue in full force and effect unless terminated by either party due to the non-terminating Party's material, uncured breach of this Agreement.
- b. **TERMINATION.** OUSD may terminate this Agreement, including Access, at any time and without cause by providing no less than sixty (60) days' notice, in writing, to Producer.
- c. **SURVIVAL IN THE EVENT OF TERMINATION.** If OUSD or Producer terminates the Agreement, it is hereby agreed all other terms of this Agreement shall remain in effect, except Clause 1 (Access Privileges), and that all the Recordings to date of termination may be used as per this Agreement.

25. RELATIONSHIP OF PARTIES. The Parties are independent contractors, and nothing contained herein shall be construed to create any partnership, joint venture, employee/employer, or agent/principal relationship between the Parties.

26. GOVERNING LAW/JURISDICTION. This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The state or federal courts of Alameda County shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

27. CERTIFICATION RE DEBARMENT, ETC. Producer certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).

28. WAIVER. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

29. SEVERABILITY. In the event that any provision of this Agreement (or portion thereof) is determined to be invalid or otherwise unenforceable, such provision (or part thereof) shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force according to its stated terms and conditions.

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

31. CAPTIONS AND INTERPRETATIONS. Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction and interpretation of this Agreement. No provision of this Agreement shall be interpreted for


- or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
32. **INCORPORATION OF RECITALS & EXHIBITS:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. Producer agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
 33. **REMEDIES.** The Parties may mutually agree to use an alternative dispute resolution process to mediate disputes arising out of this Agreement. They may consider, for example, submitting them to mediation in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. However, nothing in this Agreement shall affect either Party's rights to pursue and secure redress under all applicable laws, and an alternative dispute resolution process is not required to be considered and/or completed prior to a Party attempting to pursue and secure redress under all applicable laws. Notwithstanding the foregoing or anything to the contrary contained herein, but subject in all events to the indemnification provisions set forth in Paragraph 23 above, OUSD acknowledges and agrees that in the event of a breach of this agreement by Producer, OUSD shall not be entitled to seek or obtain any equitable remedy which would enjoin, restrain or otherwise hinder the distribution, exhibition, advertising or any other means of exploitation of the Film or any subsidiary or ancillary rights in connection therewith.
 34. **NON-DISCRIMINATION.** Producer agrees it shall not discriminate due to race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Producer 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, Producer agrees to require like compliance by all its subcontractor(s). Producer 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, sexual orientation, or other legally protected class.
 35. **OUSD DRUG & SMOKE-FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or on grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 36. **COSTS.** All costs associated with the Film shall be incurred by Producer. OUSD shall not be responsible for any direct or incidental costs of any nature.
 37. **COUNTERPARTS:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
 38. **SIGNATURE AUTHORITY:** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
 39. **AGREEMENT CONTINGENT ON OUSD GOVERNING BOARD APPROVAL:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
 40. **AGREEMENT PUBLICLY POSTED:** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via

the Internet.


41. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings between the Parties, both oral and written. This Agreement may be amended only in writing and with the parties' mutual consent.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Oakland Unified School District



Jody London, President
Board of Education



Kyla Johnson Trammell, Secretary
Board of Education

Open'hood, Inc.

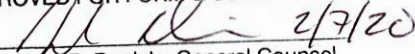


Peter Nicks, its Authorized Signatory

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  2/7/20
Joshua R. Daniels, General Counsel

**ATTACHMENT A TO OPEN'HOOD, INC.-OAKLAND UNIFIED SCHOOL DISTRICT
FILMING ACCESS AGREEMENT**

**PERMISSION FORM/WAIVER FOR OUSD STUDENT
TO APPEAR IN FILM AND/OR AUDIO PRODUCTION**

Open'hood, a non-profit media company focused on documenting complex social issues primarily in Oakland, intends to produce a documentary on education using Oakland Unified School District schools. As part of this documentary process, Open'hood will be conducting interviews, photographing, videotaping and/or audiotaping Oakland Unified School District staff, students, and parents/ guardians. Upon completion, any film(s) created will be available to Oakland Unified School District families and to the general public.

As parent/guardian of _____ ("Student"), I authorize the Open'hood and its agents, successors, assigns, subcontractors and designees to record Student's name, likeness, image, voice, sound effects, photograph, interview and performance on film, tape, or otherwise (the "Recordings") and to use the Recordings in any manner. This includes, without limitation the Open'hood's right to copyright, publish, sell and broadcast the Recordings; edit such Recordings as the Open'hood may desire; and incorporate such Recordings into the Film, any versions of the Film and all related materials thereof, including but not limited to promotion and advertising materials.

I expressly understand and agree to the following:

- Neither I nor Student have the right to inspect or approve the Recordings, film, advertising or promotional materials or other related materials in which the Recordings may be used.
- Neither I nor Student are entitled to any payment or compensation for use of the Recordings.
- It is possible that the Recordings pertaining to Student may not be used in the Film(s) or final related materials.
- I and Student, separately and together, release Open'hood and Oakland Unified School District, and all persons acting under or with either party's permission or authority from any and all claims and demands arising out of or in connection with this Agreement and/or the use of the Recordings, including without limitation any claims for copyright infringement, defamation, invasion of privacy and confidentiality, and violation of federal and state laws that apply to pupil information and records. I hereby waive the right to seek equitable or injunctive relief of the Project.
- This release sets forth the entire agreement between Open'hood and me and the Student on the same subject matter and may not be altered except in a signed writing.

I represent that Student, I (as parent/guardian of student), and any other current or future parents/guardians of Student are and will be bound by the terms of this Permission Form/Waiver.

Minor (if 15 years or older)

Signature: _____ Printed Name: _____ Date: _____

Parent or Guardian (required for all students)

Signature: _____ Printed Name: _____ Date: _____

Address: _____

Telephone: _____ E-Mail: _____