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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Denise Saddler, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer  
Martha Pena, Coordinator, Expanded Learning Office

**Meeting Date** June 10, 2026

**Subject** Services Agreement with Museum of Children’s Art

**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Description of Services & Background** MOCHA shall serve as the comprehensive lead agency directly supporting OUSD’s Expanded Learning Core Program ExLO Arts. The organization will be responsible for coordinating enrichment programming focused on reinforcing artistic literacy during after school programs which include experiencing art as a means to well being, community engagement and career path across 60 participating school sites through partnerships with 20 qualified community-based organizations. The enrichment/supplemental programming may include, but is not limited to the four artistic processes of the California Arts Standards: Creating, and Performing (for Dance, Music, and Theatre), Presenting (for Visual Arts), or Producing (for Fashion Design, and Digital Media), Responding and Connecting; and academic enrichment, youth development, wellness activities, family engagement, and other expanded learning opportunities. Through these services, OUSD students will receive approximately over 4,000 hours of arts enrichment opportunities during the 26-27 school year.

**Term** Start Date: 07/01/2026  
End Date: 06/30/2027

**Not-To-Exceed Amount** \$552,000.00

**Funding Source(s)** Resource 2600 – Expanded Learning Opportunities Program in the amount

of \$552,000.00

**Competitively Bid**  Yes  No RFP#26-165CSSS

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$114,800, list the exception(s) that applies (requires Legal approval and may require a resolution):

**District In-Kind Contributions** None.

**Specific Outcomes** MOCHA shall: strengthen Partner Coordination and Management across 60 school sites with 20 community based arts agencies; provide oversight to ensure consistent quality and accountability across all Program Partners; serve as the primary point of coordination among the District, school sites, and Program Partners; and ensure that all Program Partners comply with applicable laws, regulations, and school district policies

**SPSA Alignment (required if using State or Federal Funds)**  Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: \_\_\_\_\_  
 Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

**Attachment(s)**

- Services Agreement
- RFP 26-165CSSS Response

**Waiver Attachments (if applicable)**

- Written confirmation of Commercial General Liability Insurance waiver
- Written confirmation of Workers' Compensation Insurance waiver.
- Written confirmation of Tuberculosis Screening wavier.
- Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



## SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
  - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
  - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
  - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
  - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
  - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
  
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
  
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
  - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD

Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

**7. Data and Information Requests.**

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
  - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
  - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
  - b. If VENDOR is a natural person, VENDOR verifies all of the following:
    - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
    - (ii) VENDOR's work is outside the usual course of OUSD's business; and
    - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
  - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**15. Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. 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 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR 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 neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD 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 VENDOR’s performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **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 subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **Litigation.** This AGREEMENT shall be deemed to 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 Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR 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.
34. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

36. **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 therein.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction 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.
38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **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.
42. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

- b. Notwithstanding subparagraph (a), **VENDOR** acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. **VENDOR** agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to **VENDOR** absent such formal approval or valid and proper execution.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

**VENDOR**

Name: Roxanne Padgett

Signature: 

Position: Owner

Date: 5/13/2026

*One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.*

**OUSD**

Name: Jennifer Brouhard

Signature: \_\_\_\_\_

Position: President, Board of Education

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

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: \_\_\_\_\_

Position: Interim Superintendent and Interim Secretary, Board of Education

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

**Template Approved as to form by OUSD Legal Department**



**SERVICES AGREEMENT  
EXHIBIT A**

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

**VENDOR:** Museum of Children's Art

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: serve as the comprehensive lead agency directly supporting OUSD's Expanded Learning Core Program ExLO Arts. The organization will be responsible for coordinating enrichment programming focused on reinforcing artistic literacy during after school programs which include experiencing art as a means to well being, community engagement and career path across 60 participating school sites through partnerships with 20 qualified community-based organizations.

Clause 2: **Term.**  
a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.  
**Start Date:** 07/01/2026  
b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.  
**End date:** 06/30/2027

Clause 3: **Compensation.**  
a. The basis for payment to VENDOR shall be:  
 Hourly Rate: \_\_\_\_\_ per hour  
 Daily Rate: \_\_\_\_\_ per day  
 Weekly Rate: \_\_\_\_\_ per week  
 Monthly Rate: \$46,000.00 per month  
 Per Student Served Rate: \_\_\_\_\_ per student served  
 Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.  
**Not-To-Exceed Amount:** \$552,000.00

**NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement**

Clause 13: **Legal Notices.**

OUSD

Site/Dept: Legal Department  
Address: 1011 Union Street, Site 946  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-5060  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: Museum of Children's Art  
Address: 1221 Broadway, Suite LL49  
City, ST Zip: Oakland, CA 94612  
Phone: 510-465-8770  
Email: roxanne@mocha.org

Clause 17: **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

Clause 18: **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 20: **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.
- Yes, but the SERVICES would be different than described herein, they would be as follows:

## Exhibit A

### Scope of Work

MOCHA shall serve as the comprehensive lead agency directly supporting OUSD's Expanded Learning Core Program ExLO Arts. The organization will be responsible for coordinating enrichment programming focused on reinforcing artistic literacy during after school programs which include experiencing art as a means to well being, community engagement and career path across 60 participating school sites through partnerships with 20 qualified community-based organizations. The enrichment/supplemental programming may include, but is not limited to the four artistic processes of the California Arts Standards: Creating, and Performing (for Dance, Music, and Theatre), Presenting (for Visual Arts), or Producing (for Fashion Design, and Digital Media), Responding and Connecting; and academic enrichment, youth development, wellness activities, family engagement, and other expanded learning opportunities. Through these services, OUSD students will receive approximately over 4,000 hours of arts enrichment opportunities during the 26-27 school year.



## The Museum of Children's Art STATEMENT OF QUALIFICATIONS

Museum of Children's Art (MOCHA) is a 501(c)3 non-profit agency founded in 1989 to ensure that the arts are a fundamental part of the lives of all children through hands-on experiences, art training, curriculum development for educators, and arts advocacy.

MOCHA brings over three decades of experience delivering high-quality arts learning programs to the community. We work closely with each school or organization to design a program tailored specifically to your goals.

We are a not-for-profit organization based in Downtown Oakland, California.

We provide the following services:

- ☑ Arts Education for K-8 students
- ☑ Professional Development for Educators
- ☑ Program Management
- ☑ Administrative Support

All MOCHA staff can demonstrate knowledge of and the ability to assist in instructing reading, writing, and mathematics. MOCHA staff possess either an Associate's Degree or higher, 48-semester college units, or have passed minimum proficiency exams.

All MOCHA staff are live-scanned with the California Department of Justice, tested for tuberculosis every four years, and vaccinated for COVID-19. These records are kept at MOCHA and can be accessed by school partners upon request.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

<b>SUBJECTS OF INSURANCE</b>
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

#### **A. BROADENED BODILY INJURY**

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

#### **B. BROADENED PERSONAL AND ADVERTISING INJURY**

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;
  - f. Misappropriation of advertising ideas or style of doing business;
  - g. Infringement of copyright, title, or slogan; or
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

##### **b. Material Published with Knowledge of Falsity**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

##### **c. Material Published Prior to Policy Period**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

#### **C. BROADENED PROPERTY DAMAGE**

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

##### **a. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### **D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE**

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph 2. **Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph b.(1)(a)(ii) is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph 9.a. under **Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **E. BROADENED MEDICAL PAYMENTS**

1. The following provision is added to Paragraph 2. of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

- a. \$20,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **F. BROADENED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION**

Paragraph 3.a under **Section II - Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT**

Exclusion 2.g. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of **Section V - Definitions**, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g.(6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

#### **I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

##### **10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

##### **11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

#### **J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:
  23. "Special Event" means any event:
    - a. The purpose of which is to raise funds for you; or
    - b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

**K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II - Who Is An Insured:**

**4. Automatic Additional Insured(s)**

**a. Additional Insureds - Athletic Activity Participants**

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
  - (a) "Medical expenses" under **Coverage C - Medical Payments**.
  - (b) "Bodily Injury" to:
    - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
  - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
    - (i) A co-participant, your "volunteer worker", or your "employee"; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Additional Insured - Contractual Obligations**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (1) Your ongoing operations performed for such Additional Insured; or
    - (2) Such Additional Insured's financial control of you; or
    - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (4) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
    - (ii) Which takes place after you cease to be a tenant in that premises.
  - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
    - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - (ii) Supervisory, inspection, or engineering services.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured - Funding Sources**

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
  - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured - Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;but only if the written or oral agreement is an "insured contract";
  - (a) Currently in effect or to become effective during the term of this policy; and
  - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured - Owner, Manager, Operator or Lessor of “Special Events” Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a “special event” is held, sponsored or conducted by you, or on your behalf, under:
    - (a) A written contract; or
    - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an “insured contract,”
      - (i) Currently in effect or to become effective during the term of this policy; and
      - (ii) Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
  - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:
    - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific “special event”;
    - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
    - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
    - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
  - (3) This insurance does not apply to:
    - (a) Any “occurrence” or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
    - (b) Any acts or “occurrences” caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the “special event” is held.
- f. Additional Insured - Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any “employees” (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over “employees” and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” designated as supervisor or higher in rank, is an insured for:
    - (a) “Bodily injury” or “personal injury”:
      - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
      - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or
      - (iii) Arising out of his or her providing or failing to provide professional health care services.
    - (b) “Personal Injury”:
      - (i) To a co-“employee” while in the course of his or her employment;
      - (ii) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph **(b)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

**24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph 8. under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



Employee/Volunteer Background Checks (a.k.a., Fingerprinting) and Tuberculosis (TB)  
for Oakland Unified School District

Contractor (Company) Name: The Museum of Children's Art  
Owner Name: The Museum of Children's Art  
Owner Email Address: 1221 Broadway, Suite LL-49  
Owner Phone Number: 510-465-8770, ex. 102  
Contractor (Company) Address: 1221 Broadway, Suite LL-49  
Authorized Representative Name: Roxanne Padgett  
Authorized Representative Email Address: roxanne@mocha.org  
Authorized Representative Phone Number: 510-987-8559, ex.102

I, The Museum of Children's Art/Roxanne Padgett, declare under penalty and perjury under the laws of the United States of America that the foregoing is true and correct:

1. I have personal knowledge of the facts in this affidavit and, if called as a witness, could and would testify competently to such facts under oath.
2. All employees/volunteers who will have supervisory authority over minor children within OUSD have been tested for tuberculosis (TB) within four years of the execution of this affidavit. A copy of each employee's/volunteer's TB test is on file.
3. All employees/volunteers who will have supervisory authority over minor children within OUSD have been fingerprinted and have been approved by the California Department of Justice (DOJ). A copy of each employee's/volunteer's DOJ clearance is on file and can be requested on demand.
4. All employees/volunteers who will have supervisory authority over minor children within OUSD have had a Federal Bureau of Investigation (FBI) criminal background check. A copy of each employee's/volunteer's FBI background check is on file and can be requested on demand.
5. I agree to notify OUSD of any employees/volunteers who will have supervisory authority over minor children within OUSD that have been convicted of any criminal offenses which occurred prior to the date of the execution of this affidavit.
6. I agree to notify OUSD that any employees/volunteers who will have supervisory authority over minor children and are convicted of any criminal offenses which occur on or after the execution of this affidavit will be automatically excluded from participating in programs held at OUSD.
7. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Executed this July 8, 2025

The Museum of Children's Art  
(Printed name of Owner)

Roxanne Padgett,  
(Printed name of Authorized Representative)

*Roxanne Padgett, July 9, 2025*  
(Signature of Owner, and Date)

*Roxanne Padgett, July 9, 2025*  
(Signature of Authorized Representative, and Date)



**INSURANCE**

**Through Heffernan Insurance Brokers  
101 Second Street, Suite 120  
Petaluma CA. 94652  
707-789-3072  
Berkeley National Insurance Company**

MOCHA is completely insured, which contributes to peace of mind for both the company and the customer when contracting a project.

**Insurance:**

**Commercial General Liability Insurance**

Each Occurrence: 1,000,000

General Aggregate: 3,000,000

Professional: 1,000,000

**Automobile Liability Insurance**

Combined Single Limit: 1,000,000

**Umbrella Liability:**

Each Occurrence: 1,000,000

**Automatic Data Processing Insurance Agency, Inc.**

**1-800-524-7024**

**Workers Compensation**

E.L Each Accident: 1,000,000

E.L Disease- EA Employees: 1,000,000

E.L. Disease-Policy Limit: 1,000,000

Page 2.

**1221 Broadway, LL-49, Oakland, CA. 510-465-8770 [www.mocha.org](http://www.mocha.org)**



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## **Amendment No. 1**

**Posted November 17, 2025**

**Request for Proposal (RFP) 26-165CSSS**

### **EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION**

**To: ALL BIDDERS**

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;  
all other information remains the same.**

**1. See Page 4, Introduction**

Amended From: Oakland Unified School District (OUSD) Department of Expanded Learning invites qualified **nonprofit organizations** to apply to serve as Expanded Learning Program Providers—designing and implementing high-quality, engaging summer and intersession enrichment programs across multiple content areas.

**Amended To:** Oakland Unified School District (OUSD) Department of Expanded Learning invites qualified **community based organizations** to apply to serve as Expanded Learning Program Providers—designing and implementing high-quality, engaging summer and intersession enrichment programs across multiple content areas.



## Oakland Unified School District Application

Organization Name	Museum of Children's Art		
Primary Contact Person:	Roxanne Padgett	Secondary Contact Person:	Nina Woodruff
Email:	roxanne@mocha.org	Email:	ninaww@mocha.org
Telephone #:	510-512-8293, cell	Telephone #:	510-456-8271, cell

Does your organization have 501(c)(3) status? Please provide documentation of this status in your supporting documentation section.	<input checked="" type="checkbox"/>	Yes	
	<input type="checkbox"/>	No	
Have you previously served as an OUSD Expanded Learning agency or subcontractor? If yes, please identify the years and durations served:	<input checked="" type="checkbox"/>	Yes	
	<input type="checkbox"/>	No	
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served:	<input checked="" type="checkbox"/>	Yes	
	<input type="checkbox"/>	No	
<b>Service Category - Grade Levels:</b> Check the grade levels your organization is interested in serving.			
Elementary (TK-5)	<input checked="" type="checkbox"/>	yes	
Elementary/Middle (TK-8)	<input checked="" type="checkbox"/>	yes	
Middle (6-8)	<input checked="" type="checkbox"/>	yes	
High School (9-12)	<input checked="" type="checkbox"/>	yes	
Alternative/Continuation High School	<input checked="" type="checkbox"/>	yes	

**Services Category-Types and models of programs:** Mark all that apply. What type of summer/ intersession program are you interested in applying for?

<input checked="" type="checkbox"/>	<b>Summer Programming</b> - up to 6 weeks, 9 hours
<input checked="" type="checkbox"/>	<b>Intercession</b> (Offering 9 hours of programming)
<input checked="" type="checkbox"/>	<b>Weekends (Saturday, Sunday, or both days)</b>
<input checked="" type="checkbox"/>	<b>Fall Break: week-long offering</b>
<input checked="" type="checkbox"/>	<b>Winter Break: week-long offering</b>
<input checked="" type="checkbox"/>	<b>Spring Break: week-long offering</b>
<input checked="" type="checkbox"/>	<b>Other non-school days (Holidays, staff PD days, etc)</b>
<b>Preferred Model of delivery--(See Scope of Work Section for overview of models)</b>	
<input checked="" type="checkbox"/>	<b>Collaborative with District staff on OUSD Campus</b>
<input checked="" type="checkbox"/>	<b>Independent on OUSD Campus</b>
<input checked="" type="checkbox"/>	<b>Off-Site Community-Based</b>

*Please provide any additional information to clarify your service category or preferred model of delivery. When applying for a school-based model, indicate the number of school sites/programs your organization can serve. When applying for the intersession model, indicate the number of sessions (or "camp-style sessions") your organization can serve.*

The Museum of Children's Art (MOCHA) has been dedicated to providing high-quality arts enrichment for over 30 years, serving both in-school and out-of-school time (OST) programs; our motto is, "When school is out, MOCHA is in." We deliver hands-on visual arts programming for students from Transitional Kindergarten (T-K) through High School, including Specialized Education (SPED) classes. MOCHA has served as an Expanded Learning subcontractor for the 2024– 2025 and the current 2025– 2026 school years, providing after-school arts enrichment services to over ten school sites annually. For the 2025– 2026 school year, MOCHA is also actively providing programming during the school day at sites including Castlemont High, Elmhurst Middle, Oakland Academy of Knowledge, Horace Mann, Carl Munck, East Oakland Pride, and Sankofa. Our preferred method for engaging with schools is deep collaboration: we prioritize understanding the specific needs of each school site and then tailor our curriculum and services to meet those requirements, pairing the site with an appropriate, professional Teaching Artist. We have extensive experience in collaborating and communicating effectively with school and district administration, classroom teachers, and parent groups, and the number of schools we are able to serve is contingent upon the specific services requested by each site. MOCHA has successfully provided visual arts programming in both summer and during the school year across numerous districts throughout the Bay Area, including San Francisco Unified School District, West Contra Costa Unified School District, San Leandro Unified School District, Hayward Unified School District, and Newark Unified School District, as well as several private and parochial schools.



Museum of Children's Art:

## Cover Letter

In 1988, our co-founders, Jill Violet and Mary Marx, committed to bringing arts education programs to East Bay schools and communities, with a high priority placed on the Oakland Community. MOCHA's presence is felt in disinvested communities, in public and private schools, in libraries, and at our Oakland-based studios and gallery. Using the power of art as a learning tool, MOCHA collaborates with artists, educators, parents, and students. Arts education is a vital part of young people's social, emotional, and cultural development. Over the years, MOCHA has enhanced the lives of nearly a million children with hands-on art learning experiences through our school, community, and museum programming. We have witnessed the transformative impact of art on children's creative thinking, cognitive development, and sense of belonging. As a result of MOCHA's intimate relationship with the Oakland Community, we have seen firsthand the enormous impact and psychic injury that crime has inflicted on innocent young people caught in its collateral crossfire. We recognize that a new approach is necessary to deploy our art education resources for purposes of intervention and prevention. Art administered early and often is a vital ingredient required for emotional stability. Our mission has expanded to deliver on our

community's most recent needs. As a community member, MOCHA is concerned about how rising rates of violence are affecting our children. We feel passionately that art plays a critical role in mending communities by generating opportunities to create, share, and connect in constructive ways. MOCHA has partnered with the Oakland Unified School District (OUSD) for more than 30 years through school-day, after-school, field-trip, and community events at district school sites. Additionally, MOCHA partners with schools within OUSD to deliver comprehensive professional development for classroom teachers and parents. These focused sessions enhance arts education pedagogy, enabling educators and parents to sustain the mutually beneficial goal of cultivating safe, supportive, healthy, and expressive students even when MOCHA is not directly on campus. When young people are immersed in creative activities, the results are profound. Students improve skills in critical thinking, problem-solving, collaboration, and communication. They develop a great deal of confidence and self-esteem from accomplishing a project and from discussing their process with their peers. Finally, as recent studies have shown, integrating the arts into core curriculum areas not only encourages engagement with subject matter but can also be linked to overall student achievement. This consistent commitment to our shared objectives strongly solidifies MOCHA's role as a reliable partner for OUSD.

Contacts;

Roxanne Padgett, Creative Director/Interim Executive Director,  
[Roxanne@mocha.org](mailto:Roxanne@mocha.org), 510-512-8293, cell

Nina Woodruff, CEO consultant  
[ninaww@mocha.org](mailto:ninaww@mocha.org), 510-456-8271, cell

## Written responses to Application Questions:

ORGANIZATIONAL CAPACITY: What is your organization's mission and vision, and how does it align with OUSD's goals? Why is your organization a strong partner for supporting Oakland students? Written response to application questions:

With a racial equity and social justice lens, MOCHA uses the arts as a vehicle to advocate for self-expression, culture, and community-building, and the centering of youth voices. We achieve this through hands-on, experiential arts education for Bay Area children, youth, and their families, and through arts-integrated Professional Development and curriculum for educators. MOCHA emphasizes outreach to culturally, linguistically, and economically diverse populations in communities that typically lack broad access to the arts. MOCHA's Arts Program throughout Oakland directly aligns with our mission to provide meaningful arts learning opportunities to children who are at risk academically and/or reside in communities underserved by arts and cultural programming. The Museum of Children's Art (MOCHA) mission, which centers on providing hands-on arts programming to foster creativity, social-emotional development, and a sense of belonging, directly supports the Oakland Unified School District (OUSD) goals. Specifically, MOCHA's programs cultivate essential skills like critical thinking, communication, and confidence, aligning with the goals of Holistic Development and College and Career Readiness. This consistent commitment to shared objectives strongly solidifies MOCHA's role as a reliable partner for OUSD.

How does your organization work with students, families, school staff, and district leaders to make decisions together?

MOCHA attracts community engagement by using culturally responsive and relevant teaching practices to increase social justice and quality learning for all students, in environments where everyone's voices are heard. Participants practice mindfulness and personal storytelling & identity as starting points for self-reflection and learning in schools and other environments. We recruit Teaching Artists (TAs), youth, and family participation through our community-based arts programming (e.g. Black Cultural Zone's Akoma Market, MOCHA programs, Art Pop-Up's in parks, festivals, and community centers). We meet youth, teens, and caregivers where they are, in their own neighborhood. MOCHA staff and TAs often conduct informal interviews and other communications to gather information from families, including their ideas and programming needs.

Our executive leadership serves as an invaluable outreach strategist. CEO/Consultant Nina Woodruff serves as a respected voice in Oakland Thrives conversations that amplify cross-sector initiatives working to change the odds for children and families, fostering equity that will last generations. MOCHA's engagement in this cultural heavy lift is fostered through partnerships with leaders from the East Oakland 40x40 Initiative. One example of feedback we received from parents on our "Little Readers Program." This program aims to create a space where art and literacy come together, forming a unique tapestry that helps children expand their vocabulary, enhance their comprehension skills, and boost their confidence in listening and speaking, supporting kindergarten readiness and literacy with their parents or guardians, with the demographic being immigrant/refugee Maya Mam families. Parents in the program were asked to conduct formal interviews in their native language, and the results were

then translated into English. See the attachment titled: Translated copy of Little Readers' progress report and evaluation.

MOCHA has maintained a long-standing, 15-year partnership with East Oakland Pride Elementary, delivering arts enrichment that integrates visual arts instruction with literacy development during the school day. Furthermore, during the 2024–2025 school year and the current year, MOCHA secured grant funding from the Oakland Promise Neighborhood initiative specifically to support and enhance parent involvement at the site. This funding allowed MOCHA to provide stipends to parents to participate in crucial school governance structures, including School Site Council meetings, where parents were invaluable for collaborative decision-making that benefited the entire school community.

How do you hire, support, and train staff to work with OUSD students in a culturally responsive way?

MOCHA is dedicated to supporting children and families from BIPOC populations; therefore, it is critical that our Board of Directors, Staff, Teaching Artists, and leadership are representative of the communities we serve. We embrace the power of art to inspire diverse youth, overturn white supremacist culture, and build towards the liberation of our entire human family. We lead with action and purpose. Moreover, the BIPOC representation in our student population, leadership, and board demonstrates our intentional use of democratizing practices. Our behavior is not performative. We are serious about operating a non-profit that actively pursues BIPOC and LGBTQ+ folx to lead. We currently have a significant presence of Black Feminists/Womanists

reflected on our board and executive team, who have amended policies and procedures that deny BIPOC access and participation, such as offering flexible hours for parents, fundraising, and asking grantors to be more flexible so we can afford to increase the pay/benefits so BIPOC folx can afford to work for MOCHA.

Additionally, MOCHA Teaching Artists (TAs) participate in mandatory monthly Professional Development sessions to cultivate their individual teaching practices and incorporate elements of the Community Resilience Model (CRM), helping students identify their own well-being resources and fostering collective strength within the school environment. Furthermore, each MOCHA TA is paired with a dedicated coach/mentor to provide ongoing support and facilitate the refinement of instructional skills.

## **FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT**

**Referencing your budget document, write a budget narrative summarizing how your agency would allocate funds to run a high-quality program. Describe how your org will leverage funds and resources that will contribute to the operational costs of running a summer/intersession program.**

Funding Overview and Program Scope: see attached budget

The Museum of Children's Art (MOCHA), as the Lead Agency, will secure \$106,890 in 21st CCLC Grant Funds to support the summer program, OUSD. This funding is based on an anticipated Average Daily Attendance (ADA) of 125 students over 28 program days. Crucially, \$37,689 of the total grant funds remain unallocated, offering flexibility for expansion or unforeseen needs. The total direct service expenditure planned so far is \$62,910 from the grant, plus an additional \$3,500 in In-Kind support from MOCHA.

Allocation Priorities: Direct Program Costs: The budget reflects a commitment to delivering high-quality, engaging programming, with the largest portion dedicated to

Contracted Services and significant support for Books and Supplies. **Contracted Services (\$43,410):** The primary investment is in human capital to ensure expert instruction and effective program management. Instructional Staff: A \$26,250 allocation is dedicated to hiring five Enrichment Facilitators. This ensures students receive specialized, hands-on instruction in MOCHA's artistic and educational programs. Program Leadership: \$8,300 is set aside for the Site Coordinator, recognizing the need for a dedicated CBO staff member to manage daily operations and site logistics effectively. Professional Development and Benefits: An allocation of \$5,860 covers Employee Benefits, demonstrating MOCHA's commitment to supporting its staff. Additionally, \$3,000 is budgeted for Professional Development to ensure that Teaching Artists and staff utilize current, research-informed practices. Books and Supplies (\$19,500 Grant Funds + \$3,500 In-Kind) This category focuses on enriching the student experience, totaling \$23,000 in direct support.

**Describe your organization's system for sound fiscal management of grant funds.**

MOCHA ensures sound fiscal management of all grant funds through the Felton Institute through a centralized, GAAP-aligned accounting system built in Sage 100, which supports detailed grant budgets, cost-center coding, real-time spending controls, and full audit trails. Payroll is processed through TriNet, enabling accurate labor distribution, automated tax compliance, and consistent alignment of personnel costs to the appropriate grant funding sources. All grant expenditures—including payroll, contracts, supplies, and program costs—are pre-reviewed for allowability and coded to the correct grant in Sage 100 at the point of entry. MOCHA maintains strong internal controls, including segregation of duties, documented approval workflows, monthly

reconciliations, and variance reviews. Supporting documentation is retained in accordance with audit and funder requirements, and all transactions adhere to GAAP, Uniform Guidance, and grant-specific fiscal rules to ensure accurate reporting, compliant spending, and fully auditable financial records.

#### Agency Infrastructure:

MOCHA has a distinguished 35-year history of providing educational programming. This longevity has allowed us to establish and continually refine highly effective operational procedures across all programs, ensuring alignment with industry-standard best practices in non-profit management and education. **Roxanne Padgett**, Creative Director, is responsible for overseeing all visual educational curriculum, and she will supervise the School Site Coordinator and all Teaching Artists, specifically for the upcoming summer intersession programming. **Professional Development/Education Coaches team:** model arts-centered practices for TA classroom management & engagement (principles & MOCHA pedagogical approach and prioritize cultural grounding and responsiveness within learning strategies and implementation. **Kellee Runnels**, Manager of Operations, oversees MOCHA's daily business activities and serves as a key liaison between MOCHA and its community partners. **Sienna Fatusei**, School Community Manager, supports MOCHA's finances to ensure the accuracy and timely processing of all billing and invoices. **The Felton Institute** professionally manages MOCHA's financial systems. Leveraging their extensive experience in GAAP accounting and auditing, the Felton Institute handles MOCHA's comprehensive financial administration and future financial forecasting. The **School Site Coordinator** (SSC) works collaboratively with MOCHA executive leadership, OUSD, and school site staff to ensure the effective operation and

alignment of all programming. The SSC provides comprehensive day-to-day management, direction, and evaluation for all school-site projects, staff, and interns, including daily oversight of Summer and Intersession programs. See the attached job description for more details.

### **YOUTH DEVELOPMENT AND PROGRAM QUALITY**

MOCHA's approach is fundamentally rooted in Creative Youth Development (CYD) practices, positioning the arts as central, not peripheral, to fostering essential skills and equity. We intentionally reach out to disinvested communities to address systemic disparities, ensuring that all young people have access to high-quality arts experiences. For example, MOCHA's Community Futures School is an intensive arts internship for sixty (60) BIPOC teens aged 15–18 that uses culturally and linguistically responsive arts learning to amplify youth voices and cultivate futures-anticipatory mindsets. The core project, "Reimagine Oakland 2045," utilizes Afrofuturism and futures literacy to engage students in world-building approaches—informed by neuroscience—to develop skills in design-thinking, narrative storytelling, and prototype development aimed at facilitating a more equitable and anti-racist world. A key measure of success has been evidenced by first-year students requesting to enroll in the program for a second year. A typical operational challenge for this type of initiative is scheduling coordination among the school, the students, and the MOCHA teaching artists. However, due to the strong understanding of the program's value and strong relationships by the school administration and MOCHA, we have successfully established a schedule that meets the needs of all stakeholders.

MOCHA's management structure is specifically designed around built-in, cyclical processes for continuous assessment and improvement, with a core tenet being the requirement for reflective practice across the entire organization. All participants, from students to adult teaching artists, are required to engage in verbal and written evaluation, discussion, and documentation of their art or teaching practice. To ensure planning and measurability, the Creative Director and Program Managers concurrently co-design both the curriculum and the evaluation tools, making all project activities inherently measurable; Teaching Artists further design site-specific curriculum outlines tailored to grade levels. Assessment and quality control are managed by Program Managers, who systematically collect and evaluate project data and conduct direct observations of Teaching Artists to verify instruction quality. This evaluation data informs the improvement and professional development cycle, in which the Creative Director co-facilitates targeted sessions focused on specific areas for growth.

Furthermore, Program Managers and the Creative Director integrate leadership training by involving students in leadership-focused participation. All Teaching Artists complete required beginning- and end-of-program reports, and these results are discussed with a coach-mentor to analyze program elements. Notably, high school students at the Community Futures school complete a weekly assessment during class time. Finally, MOCHA has leveraged outside evaluators, such as Education by Design, to support the ongoing evaluation of its arts education programming.

## **(Museum of Children's Art\_Sample Schedule)**

### MOCHA Summer Arts Enrichment Schedule

This is for a full-day enrichment; the schedule can be adjusted to allow arts enrichment only in the afternoon, after the morning academic period with classroom teachers.

#### **Morning: Skill Building and Exploration**

- 8:00 - 8:30 am: Pre-care
  - *Activities:* Self-directed art, books, and games.
  - Arts Educational Focus: Cultivating Creative Agency by encouraging independent choice and spontaneous expression through open-ended materials.
- 8:30 - 9:00 am: Drop-off
  - *Activities:* Parents sign in students. (Transition Time)
- 9:00 - 9:30 am: Morning Circle
  - *Activities:* Attendance, community agreements, and grounding.
  - Arts Educational Focus: Building a Collaborative Studio Environment by establishing shared values of respect, safety, and creative risk-taking essential for an effective studio space.
- 9:30 - 10:30 am: Art Lesson Introduction & Work Time
  - *Activities:* Introduction and Demo of Art Lesson, initial work time.
  - Arts Educational Focus: Skill Acquisition and Conceptual Understanding. Focuses on the Principle of the Day (e.g., color theory, line, texture) with a teacher demonstration, followed by initial material exploration and individual artistic planning.
- 10:30 - 10:45 am: Outside Break/Snack Time (Movement and Social Break)
- 10:45 - 11:45 am: Focused Art Work Time
  - *Activities:* Sustained art creation.
  - Arts Educational Focus: Deepening Practice and Problem Solving. Students engage in sustained art-making, applying learned techniques. Instructors provide individualized support and guidance on design challenges.
- 11:45 - 12:00 pm: Clean-up and Reflection Time
  - *Activities:* Studio clean-up and verbal reflection.
  - Arts Educational Focus: Studio Habits and Metacognition. Students practice caring for materials and the studio space, then engage in a brief *turn-and-talk*, *gallery walk* or verbal reflection on their morning process.

## Afternoon: Application and Presentation

- 12:00 - 1:00 pm: Lunch and Outdoor Play (Rest and Recess)
- 1:00 - 1:15 pm: Silent Reading and Journal Reflections
  - *Activities:* Quiet reading, sketching, and journaling.
  - Arts Educational Focus: Visual Literacy and Idea Documentation. Time for sketching ideas, observing peers' work (quietly), or writing about their artistic choices and feelings in their visual journals.
- 1:15 - 2:30 pm: Afternoon Art Session
  - *Activities:* Continuation of the project or complementary art activity.
  - Arts Educational Focus: Expanding Techniques and Interdisciplinary Exploration. Involves applying new techniques or integrating concepts like literature, nature, or science into the art piece.
- 2:30 - 2:40 pm: Outdoor Break (Movement Break)
- 2:40 - 3:15 pm: Final Work Time/Installation Prep
  - *Activities:* Finalizing pieces and preparing for the share.
  - Arts Educational Focus: Finishing Touches and Presentation. Students finalize their pieces, focusing on detail and presentation, preparing for the end-of-day share or "mini-exhibit" big exhibit on Friday for parents.
  - 3:15 - 3:30 pm: Clean-up and Final Reflection/Share
  - *Activities:* Studio clean-up and sharing artwork.
  - Arts Educational Focus: Critique and Appreciation. Focuses on positive peer feedback and the artist's statement. Students share their work and discuss the elements and principles of art they used.
- 3:30 pm: Pick-up (Dismissal)
- 3:30 - 5:30 pm: After-care/Snack Time (Continued Open Studio/Relaxation)

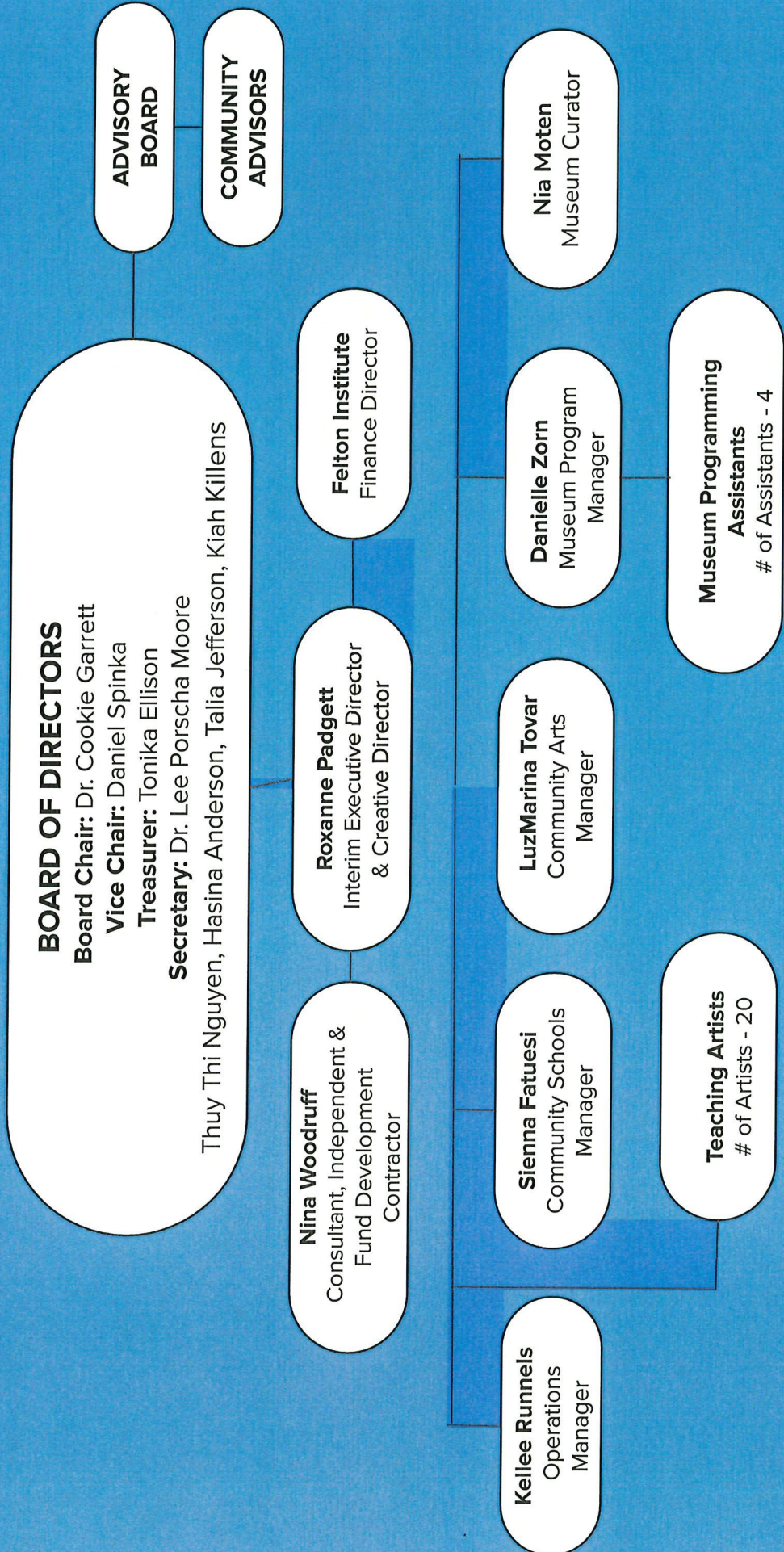
**Museum of Children's Art Budget**  
TK-12 2022

Site Name:	Optional			
Site #:				
Lead Agency	<b>Museum of Children's Art</b>			
# of summer students	125			
# of summer program days	28			
Total 21st CCLC Grant Funds	\$106,890			
<b>TOTAL CONTRACTED FUNDS</b>		<b>\$106,890</b>	<b>21st Century Grant Funds for Lead Agency</b>	<b>\$0</b>
			<b>ELOP</b>	<b>Lead Agency In-Kind Contributions</b>
<b>BOOKS AND SUPPLIES</b>				
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$4,000		\$1,000
4310	Curriculum	\$2,000		\$500
5829	Field Trips (fees, supplies)	\$1,500		\$2,000
	Bus tickets for students	\$500		
	Rental bus for field trips			
	Snacks	\$3,000		
	Incentives	\$5,000		
	Family Night supplies	\$3,500		
	Total books and supplies	\$19,500		\$3,500
<b>CONTRACTED SERVICES</b>				
5825	Site Coordinator (list here if CBO staff)	\$8,300		
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)			
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)	\$26,250		
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)			
5825	Contracted OUSD Summer Teachers			
5825	Subcontractors (please list each specific subcontracting agency)			
5825	Professional Development	\$3,000		
5825	Employee benefits	\$5,860		





# Museum of Children's Art (MOCHA) Organizational Chart November 24, 2025





PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MUSEUM OF CHILDREN'S ART  
 1221 BROADWAY # LL-49  
 OAKLAND CA 94612-1837

Last statement: October 31, 2025  
 This statement: November 30, 2025  
 Total days in statement period: 30

Page 1  
 XXXXXX2890  
 ( 11)

Direct inquiries to:  
 888 995-2265

Western Alliance Bank  
 Clientcare@westernalliancebank.com  
 Westernalliancebank.com

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NEVER VISIT A WEBSITE OR CLICK A LINK PROVIDED BY AN UNSOLICITED CALLER CLAIMING TO BE FROM WESTERN ALLIANCE BANK. FRAUDSTERS MAY IMPERSONATE BANK REPRESENTATIVES TO TRICK YOU INTO REVEALING SENSITIVE INFORMATION. WESTERN ALLIANCE BANK WILL NEVER INITIATE CONTACT WITH YOU TO ASK FOR YOUR ONLINE BANKING CREDENTIALS, ASK YOU TO LOG INTO YOUR ACCOUNT, OR SEND A LINK TO HELP RESOLVE A PROBLEM. REPORT FRAUD TO (888) 995-2265.

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### Comm Alliance Int Checking

Account number	XXXXXX2890	Beginning balance	\$159,362.11
Enclosures	11	Total additions	117,211.21
Low balance	\$90,938.01	Total subtractions	142,041.46
Average balance	\$129,681.69	Ending balance	\$134,531.86
Avg collected balance	\$126,275		

### CHECKS

Number	Date	Amount	Number	Date	Amount
2343	11-03	40.20	2352	11-14	136.62
2345 *	11-06	3,045.04	2353	11-12	9,009.30
2349 *	11-05	3,033.75	2358 *	11-26	114.98
2350	11-04	679.47	2367 *	11-25	12,750.00
2351	11-04	481.64			

\* Skip in check sequence

### DEBITS

Date	Description	Subtractions
11-03	ACH Debit	15.00
	Square Inc SQ251103 251103	
	T3XS33V223P99C1	

Date	Description	Additions
11-13	' Mobile Deposit	55,000.00
11-13	' Rtp Credit IN RTP-IN:ORG-SQUARE;OBI-NOT PROVIDED;TRN-531780026479	32.14
11-13	' ACH Credit CARE.COM CARE.COM 251113 ST-J2T0C5Y8F0V2	1,810.55
11-14	' Rtp Credit IN RTP-IN:ORG-SQUARE;OBI-NOT PROVIDED;TRN-531880026745	17.54
11-14	' ACH Credit CARE.COM CARE.COM 251114 ST-Y5H4R5G0L4E9	1,643.43
11-17	' Rtp Credit IN RTP-IN:ORG-SQUARE;OBI-NOT PROVIDED;TRN-531980026865	110.72
11-17	' ACH Credit CARE.COM CARE.COM 251117 ST-C7I6O0G6R2Y6	1,047.90
11-18	Deposit	26,496.66
11-19	' ACH Credit CARE.COM CARE.COM 251119 ST-F7L8R9J5J1S8	971.07
11-19	' ACH Credit Friends of the O Receivable 026FHLDOS1OKQUI Fr iends of the O Bill.com Inv 925478	3,000.00
11-25	' ACH Credit Queen of All Sai Receivable 026HJMWB1OWKQ6 Qu een of All Sai Bill.com Inv 1025408	5,608.37
11-26	Deposit	7,750.50
11-26	' ACH Credit CARE.COM CARE.COM 251126 ST-U1E7F7B2W9E8	2,175.54
11-28	' Rtp Credit IN RTP-IN:ORG-SQUARE;OBI-NOT PROVIDED;TRN-533180001452	27.37
11-28	' ACH Credit CARE.COM CARE.COM 251128 ST-Y4R7R1Z9F3Z2	24.01
11-30	' Interest Credit	25.94

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
10-31	159,362.11	11-10	94,407.03	11-19	131,785.11
11-03	159,371.00	11-12	90,938.01	11-25	124,643.48
11-04	150,435.48	11-13	147,780.70	11-26	134,454.54
11-05	94,907.51	11-14	149,305.05	11-28	134,505.92
11-06	93,830.55	11-17	150,463.67	11-30	134,531.86
11-07	94,176.34	11-18	176,960.33		

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2343  
10/9/2025 \*\*\*\*\*40.20\*

PAY TO THE ORDER OF Toby Simon \$

\*\*FORTY AND 20/100 CENTS

Toby Simon  
829 Diamond Street  
San Francisco, CA 94114

MEMO

*Rexanne Padgett*

①

①002343① ①121143260① 2800202890①

11/03/2025 2343 \$40.20

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2353  
10/30/2025 \*\*\*\*\*9,009.30\*

PAY TO THE ORDER OF KRE 1221 Broadway, owner LLC \$

\*\*NINE THOUSAND NINE AND 30/100 CENTS

KRE 1221 Broadway, owner LLC  
co/TMGPO Box 889106  
Los Angeles, CA 90088-9106

MEMO

*Nina Woodruff*

①

①002353① ①121143260① 2800202890①

11/12/2025 2353 \$9,009.30

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2345  
10/16/2025 \*\*\*\*\*3,045.04\*

PAY TO THE ORDER OF Concast \$

\*\*THREE THOUSAND FORTY-FIVE AND 04/100 CENTS

Concast  
P.O. Box 37601  
Philadelphia, PA 19101

MEMO

*Rexanne Padgett*

①

①002345① ①121143260① 2800202890①

11/06/2025 2345 \$3,045.04

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2358  
11/14/2025 \*\*\*\*\*114.98\*

PAY TO THE ORDER OF Stephanie Peth \$

\*\*ONE HUNDRED FOURTEEN AND 98/100 CENTS

Stephanie Peth  
1042 Fontana Dr  
Alameda, CA 94502

MEMO

*Stephanie Peth*

①

①002358① ①121143260① 2800202890①

11/26/2025 2358 \$114.98

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2349  
10/22/2025 \*\*\*\*\*3,033.75\*

PAY TO THE ORDER OF Berkley Human Services \$

\*\*THREE THOUSAND THIRTY-THREE AND 75/100 CENTS

Berkley Human Services  
NW 8289PO Box 828113  
Cincinnati, OH 45263

MEMO

*Rexanne Padgett*

①

①002349① ①121143260① 2800202890①

11/05/2025 2349 \$3,033.75

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2367  
11/20/2025 \*\*\*\*\*12,750.00\*

PAY TO THE ORDER OF Nina Woodruff-Walker \$

\*\*TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 CENTS

Nina Woodruff-Walker  
3879 James ave  
Fremont, CA 94538

MEMO

*Nina Woodruff-Walker*

①

①002367① ①121143260① 2800202890①

11/25/2025 2367 \$12,750.00

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2350  
10/22/2025 \*\*\*\*\*679.47\*

PAY TO THE ORDER OF P&D Ventures Inc. \$

\*\*SIX HUNDRED SEVENTY-NINE AND 47/100 CENTS

P&D Ventures Inc.  
P.O. BOX 12433  
Pleasanton, CA 94588

MEMO

*Rexanne Padgett*

①

①002350① ①121143260① 2800202890①

11/04/2025 2350 \$679.47

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2351  
10/22/2025 \*\*\*\*\*481.64\*

PAY TO THE ORDER OF UBEO West LLC \$

\*\*FOUR HUNDRED EIGHTY-ONE AND 64/100 CENTS

UBEO West LLC  
PO Box 77096  
Minneapolis, MN 55480

MEMO

*Rexanne Padgett*

①

①002351① ①121143260① 2800202890①

11/04/2025 2351 \$481.64

MOCHA MUSEUM OF CHILDREN'S ART  
1221 BROADWAY STE. LL-49  
OAKLAND, CA 94612  
(510) 465-8770

BRIDGE BANK NATIONAL ASSOC.  
55 ALMADEN BOULEVARD  
SAN JOSE, CA 95119  
90-43001211

2352  
10/30/2025 \*\*\*\*\*136.62\*

PAY TO THE ORDER OF Crane Pest Control \$

\*\*ONE HUNDRED THIRTY-SIX AND 62/100 CENTS

Crane Pest Control  
1750 Cesar Chavez Blvd  
Suite J  
San Francisco, CA 94124

MEMO

*Nina Woodruff*

①

①002352① ①121143260① 2800202890①

11/04/2025 2352 \$136.62



# CALIFORNIA BANK OF COMMERCE

12265 El Camino Real Suite 210  
San Diego, CA 92130

Account Number XXXXXX1994  
Statement Date 11/28/2025  
Statement Thru Date 11/30/2025  
Check/Items Enclosed 1  
Page 1

00005014 T9496DDA112925020255 01 000000000 0000000 004



MOCHA  
MUSEUM OF CHILDRENS ART  
1221 BROADWAY LL-49  
OAKLAND CA 94612

## Customer Service Information

Phone: 844.265.7622  
Mail To: 12265 El Camino Real, Suite 210  
San Diego, CA 92130  
Visit Us Online: [bankcbc.com](http://bankcbc.com)

## RELATIONSHIP SUMMARY AND CURRENT STATEMENT ACTIVITY

Account Type	Account Number	Balance
BUSINESS INT CHECKING	XXXXXX1994	\$45,295.71

### BUSINESS INT CHECKING Account Number: XXXXXX1994

Account Owner(s): MOCHA  
MUSEUM OF CHILDRENS ART

#### Balance Summary

Beginning Balance as of 11/01/2025	\$33,081.85
+ Deposits and Credits (5)	\$67,545.29
- Withdrawals and Debits (4)	\$55,331.43
Ending Balance as of 11/30/2025	\$45,295.71
Service Charges for Period	\$0.00
Average Balance for Period	\$34,703

#### Earnings Summary

Interest for Period Ending 11/30/2025	\$0.29
Interest Paid Year to Date	\$4.13
Average Rate for Period	0.01%
Number of Days for Average Rate	30

## DEPOSITS AND OTHER CREDITS

Date	Description	Deposits
Nov 05	PAYPAL/TRANSFER 1045965589626 MUSEUM OF CHILDREN S A	20.00
Nov 12	ROBERT WOOD JOHN/SUPPLIER 79893-GR199330\ SUPPLIER_CONNEC MUSEUM OF CHILDRENS AR	35,000.00
Nov 20	PAYPAL/TRANSFER 1046301498775 MUSEUM OF CHILDREN S A	25.00
Nov 21	DOEP TREAS 310/MISC PAY 2025111675785 JK8NBLMDNN86910 MUSEUM OF CHILDREN'S A	32,500.00
Nov 28	INTEREST PAID	0.29



## **Museum of Children's Art\_Job Description: School Site Coordinator**

The MOCHA School Site Coordinator (SSC) will oversee Teaching Artists and support staff in the OUSD Summer & intersession Programs, through MOCHA's Artists in Residency programs. The manager will have prior experience with program administration and creative youth development. The SSC will support the development of programming and supervise programs designed to help children & youth discover personal interests and abilities and to develop creative expression through visual art.

This person must be exceedingly well-organized, flexible, and able to uphold the mission, guiding principles, community agreements, and values of the Museum of Children's Art in every aspect of the work. The ability to maintain a high level of professionalism and confidentiality while interacting with internal and external stakeholders, while remaining adaptable, proactive, resourceful, and efficient, is crucial to this role.

### **Essential Duties & Responsibilities**

- **Management and Supervision:** Provide day-to-day management, direction, and evaluation of school site program projects and staff and interns. Provide support to staff in project curriculum, assessment, training, and quality.
- **Administration:** Conduct day-to-day administrative tasks, including but not limited to: scheduling meetings, communication liaison with the school site, contract document development, and organization.
- **Program Growth and Development:** Provide day-to-day management, direction, and evaluation of school program projects. Familiarity with the creative youth development framework.
- **Marketing:** The Community Schools Manager will be responsible for marketing projects and for facilitating the recruitment of participants and/or new interns/apprentices.
- **Public Relations:** The Community Schools Manager will serve as the primary public relations liaison at MOCHA and must be comfortable working with a diverse client base. The SSC and Summer Program through OUSD, Artist in Residence Programs will be resources to the school community, and as such, an understanding of the diverse cultures of the Bay Area is required.
- **Meetings & Training:** Plan, schedule, and attend all required meetings and training sessions for the programming as well as maintain program meeting notes and action items.
- **Other:** Special projects as assigned.
- **Evaluations & Reports:** Complete and submit all necessary evaluations and reports, including standard MOCHA evaluations and any additional evaluations/forms required from OUSD.

**The Community Schools Manager is responsible for working collaboratively with and at the direction of MOCHA executive leadership, OUSD and school site staff.**

- Provide management oversight for the daily operation of Summer & intersession program projects and staff during hours of operation. Responsible for supervision and implementation of all aspects of the program, including goal setting, evaluation, and reporting.
- Support planning and organizing program projects with the OUSD Administration, school staff and teaching artists.
- Support planning and organizing professional development for teaching artists with leadership and support from MOCHA's program administrator.
- Provide management support for program curricular development and implementation with leadership from MOCHA's Administration.
- Co-design and assess the quality and sustainability of programming and the Artist in Residence Program for the Summer intersection in line with the mission and organizational priorities of MOCHA and OUSD.
- Serve as a liaison for communication with all stakeholders and partners.
- Co-write program narratives, summaries, and reports for a variety of contexts and reporting purposes.
- Assists with organizational events, up to and including set up, tear down, and other duties as needed

### **Job Specifications**

To perform this job successfully, an individual must be able to carry out each essential duty in a satisfactory manner. The job specifications listed below are representative of the education and experience as well as the knowledge, skill and/or ability (KSAs) required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Preferred Qualifications:**

- B.A. in Education, Ethnic Studies, Arts, Communications, or related fields preferred, but not required.
- Strong management and organizational skills and attention to detail with a proven ability to manage multiple tasks and priorities, plan ahead, anticipate and articulate program needs, and work independently.
- Ability to problem-solve, be flexible, imaginative, and have a sense of humor and have excellent communication skills.
- Capacity for scaffolded lesson planning and curriculum development.
- The ability to determine age, cultural, and developmental appropriateness of content.

- Experience providing hands-on arts education and youth development to students aged TK-High School
- Ability to demonstrate, engage, challenge, and interest youth through the arts.
- Experience designing and implementing developmentally appropriate art curriculum.
- Recognize that culturally relevant and responsive educators understand the importance of social and political awareness in the context of student learning.
- Develop an understanding of the role that a culturally responsive educator plays to support learning opportunities that lead to positive change in the school and community.
- Ability to provide own transportation or utilize public transportation to and from partner sites.
- Bilingual and multilingual candidates are strongly encouraged to apply.
- Ability to create safe, inclusive, supportive, and creative environments for children, youth, families, and volunteers

### **Knowledge, Skills & Abilities**

- Ability to support the mission, vision, guiding principles, community agreements, and values of Museum of Children's Art and abide by applicable standards of conduct, policies, and procedures.
- Ability to interact and communicate effectively with people from diverse backgrounds.
- Ability to communicate effectively, verbally and in writing.
- Must be honest, dependable, and able to meet deadlines.
- Must be organized and able to handle multiple tasks.
- Self-motivated and able to work independently.
- Accepts and incorporates constructive feedback.



### **Work Schedule & Travel Requirements**

- Office hours range from 8:00 AM – 5:00 PM. Employees are required to be available and engaged in work-related activities during the core working hours.
- May be required to attend events or meetings outside of normal work hours.

## **Museum of Children's Art\_Job Description: MOCHA Teaching Artist**

The Museum of Children's Art (MOCHA) operates a children and youth museum space and provides educational outreach programs in schools, libraries, and the community. With a racial equity and social justice lens, our mission is to use the arts as a vehicle to advocate for self-expression, culture and community-building, and the centering of youth voices. Through MOCHA's programs and events, the arts become a fundamental part of the everyday lives of Bay Area children and youth, their families and the community, creating a culture of racial equity and social justice.

This position is for part-time or full-time visual Teaching Artists (TA) for youth, ages TK-12th grade. The Visual Arts Specialist will teach visual art to students in the Museum of Children's Art service area (Greater Bay Area: including but not limited to Alameda, Solano, San Francisco, and/or West Contra Costa Counties) 10-40 hours weekly, depending on TA's availability and program schedule. Teaching Artists will be able to draw on content standards of the California Visual and Performing Arts curriculum frameworks to plan sequential units of study that advance students' level of content knowledge in visual arts and social-emotional success. The Teaching Artist will provide arts learning to multiple school sites and community partners throughout the year.

This person must be exceedingly well-organized, flexible, and able to uphold the mission, guiding principles, community agreements, and values of the Museum of Children's Art in every aspect of the work. The ability to maintain a high level of professionalism and confidentiality while interacting with internal and external stakeholders, while remaining adaptable, proactive, resourceful, and efficient, is crucial to this role.

### **ESSENTIAL DUTIES & RESPONSIBILITIES**

- Deliver effective classroom instruction in visual arts and literacy arts practices.
- Identify teaching strategies and learning activities appropriate to the specific discipline, age, level of English language proficiency.
- Plan lessons with clear objectives and relevant measurable outcomes.
- Make learning objectives clear to students using multiple types of informational support.
- Use multidisciplinary and engaging ways to begin a new unit of study or lesson while building on students' prior knowledge and experiences.
- Employ a variety of teaching techniques such as discussion, problem solving, cooperative learning, and problem-based learning and reflection practices.
- Provide regular feedback to students on their progress and be comfortable receiving and giving professional feedback as well.
- Create an environment that is conducive to learning, creativity and student development.
- Respect student space and safety while maintaining appropriate standards of behavior, mutual respect, and safety.
- Manage classroom routines and procedures using SEL and CRM practices.
- Manage art supplies distribution and clean up for each classroom served.
- Prioritize culturally responsive and relevant approaches to teaching that encourage every student to engage and learn.
- Practice sensitivity and respectful language regarding race, ethnicity, ability (including but not limited to physical), socioeconomic conditions, and gender identity.

## **NON-ESSENTIAL DUTIES**

- Special projects
- Ability to provide your own transportation or utilize public transportation to and from the program

## **JOB SPECIFICATIONS**

To perform this job successfully, an individual must be able to carry out each essential duty in a satisfactory manner. The job specifications listed below are representative of the education and experience as well as the knowledge, skill and/or ability (KSAs) required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Visual Arts Expertise in:

- Foundational concepts of visual arts and the elements of art line, shape, color, texture and space.
- Foundational concepts of social emotional learning (SEL) and Community Resiliency Model (CRM).
- Methods, materials, and techniques unique to the visual arts, such as: drawing, painting, sculpture, printmaking, collage, crafts, photography, and textiles.
- Art criticism as it relates to the evaluation and assessment of artworks and the Visual and Performing Arts framework that uses reflection practices that support literacy building.
- Foundations of art history and the ability to integrate and center both historically celebrated and historically marginalized artists into classroom discussions and examples.
- Strong analytical and quantitative skills and experience analyzing and presenting complex information.
- Ability to work effectively with ideologically and culturally diverse partners.
- Curious about and able to rapidly acquire knowledge in areas beyond current expertise, a lifelong learner.
- Accepts and incorporates constructive criticism
- Strong interpersonal skills.
- Bilingual and multilingual candidates are strongly encouraged to apply.

### **Education & Experience**

- A high school diploma, GED, with some advanced training or education in visual arts education is required; an Associate's Degree or higher or previous experience teaching visual arts in learning environments with children and youth.
- Five years or more years of experience in visual arts teaching in a classroom setting.
- Willingness to accommodate requests for support outside of regular business hours on occasion, with appropriate notice.
- Background and health screening are required for this position. Successful completion.

### **Knowledge, Skills & Abilities**

- Ability to support the mission, vision, guiding principles, community agreements, and values of Museum of Children's Art and abide by applicable standards of conduct, policies, and procedures.
- Ability to interact and communicate effectively with people from diverse backgrounds.
- Ability to communicate effectively, verbally and in writing.

- Ability to problem-solve issues.
- Must be honest, dependable, and able to meet deadlines.
- Must be organized and able to handle multiple tasks.
- Self-motivated and able to work independently.
- Attend all required meetings and training sessions.
- Accepts and incorporates constructive criticism.
- Mandatory attendance at MOCHA's Art for Educators, monthly professional development meetings, and MOCHA University week-long training with follow-up sessions.
- Teaching artists will have required observation and a job performance review at the end of a 90-day period to determine their job status.

## PHYSICAL REQUIREMENTS

- Sitting most of the time with some bending and reaching.
- Standing, walking, and bending periodically.
- Engaging in repetitive movements of wrists, hands, and fingers – typing and/or writing.
- Receiving and responding to oral communication.
- Exerting up to 20 - 40 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.

## WORK ENVIRONMENT

- Work is performed in schools, libraries, museums and in public community spaces.

## WORK SCHEDULE AND TRAVEL REQUIREMENTS

- Program hours range between 8:00 AM – 6:00 PM. Employees are required to be available and engaged in work-related activities during the core working hours.
- May be required to attend events or meetings outside of normal work hours.

Please note the following:

- Tentative Start Date: NA
- Wages: \$25.00 - \$55.00 per hour (*based on experience*)
- Full-time employees will receive Healthcare benefits, Vacation, Sick, and Holiday pay

## **Museum of Children's Art\_Eval**

Little Readers Progress Report Evaluation & Feedback: parents were interviewed and asked to give feedback about the program, the program was tri-lingual in English, Spanish, and Mam and a translator was provided for the programming as well as the interview evaluations.

Do families read more with their children as a result of the experience?

1. Have the kids' interest in reading in Mam, Spanish, or English increased?
2. What are some of the successes
3. What are the areas of improvement
4. What changes are needed?

**Elida:** Her son has shown more interest in books and reading and is demonstrating a greater understanding of Mam both in his receptive and expressive skills. He also indicates wanting to go into the Clinton Park community center every time they passes by the park.

**Martha:**It was a new experience for her boys to read in Mam and have shown that they learned from the vocabulary and stories we studied. Suggested for future meetings that the kids read in Spanish and the moms translate to Mam. Suggested we could divide kids into two groups of older kids and younger kids to practice reading at different paces.

Considering the sessions, we had a success for the kid's literacy skills and for the community to come together and share experiences.

**Elsa:** She's been inspired to continue teaching and practicing literacy and language skills with her kids at home. Suggested we spend more time practicing writing skills and having individual vocabulary words accompanied by images.

**Merlin:** 1. After the experience with the reading group, I've spent more time reading with my daughter because before, I didn't think much of it.

2. My daughter is very interested in reading books with illustrations and in Spanish, but then I try to translate them into Mam, and she repeats what I say and loves it.

3. The achievement resulting from the project is that I, as a mother, have given importance to reading with my daughter because before, she would bring her books to read with her, and I would say I didn't have time to do it. So, the reading group made me understand how important it is to read with our children.

4. Everything is fine for me. Since we started the group, you have worked to do your best.

**Yurica:** Hello, good afternoon, I hope everyone is well.

1. I would like to thank Luz Marina, Henry, Frida, and all the people we don't know who help our children learn our Mam language so it doesn't disappear completely, as well as English and Spanish. Thank you also for the art and activities everyone helped create.
2. After we started going to the groups on Saturdays, my children are always interested in reading more and asking how to say some words in Mam. One of my children's achievements is that my 3-year-old learned to say frog, let's go to sleep, thank you very much, dog, and cow in Mam, and that is a great achievement.

Some new Ideas:

Vocabulary accompanied by images to provide more support in literacy

Kids read in Spanish and moms translate to Mam

Divide the kids into two groups: older kids and younger kids, to practice reading

**Exhibit A : Acknowledgement of Reading and Understanding OUSD's Agreement**

Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement. Proposer understands that if awarded, it will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

**\*Contract Insurance Requirements may be subject to change**

To view click here: [SERVICES AGREEMENT](#)

*If having a hard time opening templates, please email [procurement@ousd.org](mailto:procurement@ousd.org) for a copy.*

Roxanne Padgett  
Signature

Roxanne Padgett  
Print Name

Creative Director/Interim E.D  
Title

DEC 2. 2025  
Date

## **Exhibit B: Awarded Contract Requirements**

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.  
All requirements documents must be produced and submitted before scope of work can begin.

<b>Contractors/Vendors with <u>ANY</u> contact with students</b>	<b>Contractors/Vendors with <u>NO</u> contact with students</b>
<ol style="list-style-type: none"> <li>1. Resume for individuals or a Stmt of Qualifications for Companies;</li> <li>2. Proof of the following types of insurances via an ACORD sheet:               <ul style="list-style-type: none"> <li>- Commercial General Liability</li> <li>- Professional Liability or Corporal Punishment Ins.</li> <li>- Improper Sexual Conduct &amp; Physical Abuse Liab. OR Sexual Abuse &amp; Molesation (SAM)</li> </ul>               Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate                Certificate Holder must read:  <i>Oakland Unified School District;</i>  <i>ATTN-Risk Management;</i>  <i>1011 Union St, Site 987; Oakland, CA 94607;</i> </li> <li>3. Policy Endorsement that names Oakland Unified School District as an Additional Insured</li> <li>4. <u>For Agency Vendors</u> <ol style="list-style-type: none"> <li>a) Proof of Workers Comp. Insurance via ACORD</li> <li>b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements."                "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD."                "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand."</li> </ol> <u>For Individuals (Non-Agency Vendors)</u> <ol style="list-style-type: none"> <li>a) TB Test Results</li> <li>b) Fingerprinting (how to instructions at a later time)</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Resume for individuals or a Stmt Qualifications for Companies;</li> <li>2. Proof of the following types of insurances via an ACORD sheet:               <ul style="list-style-type: none"> <li>- Commercial General Liability</li> </ul>               Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate                Certificate Holder must read:  <i>Oakland Unified School District;</i>  <i>ATTN-Risk Management;</i>  <i>1011 Union St, Site 987; Oakland, CA 94607;</i> </li> <li>3. Policy Endorsement that names Oakland Unified School District as an Additional Insured</li> </ol>

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

### **Exhibit C: References**

#### **Reference 1:**

Customer Name: Oakland Unified School District  
Contact Name: Fillmore (Phil) Rydeen  
Title: Director, Visual & Performing Arts  
Address: 900 High Street, Oak. CA. 94601  
Phone Number: 510-842-7850  
Email: fillmore.rydeen@ousd.org  
Services Provided: professional development workshops -  
Duration of Services: 20 plus years -

#### **Reference 2:**

Customer Name: Oakland Unified School District  
Contact Name: Michelle Grant  
Title: Principal: East Oakland Pride  
Address: 800 Birch St. Oakland CA.  
Phone Number: cell: 510-809-5514  
Email: michelle.grant@ousd.org  
Services Provided: School day arts enrichment / PD for teachers  
Duration of Services: 2013 - to current school year  
12 years

**Reference 3:**

Customer Name: Oakland Academy of Knowledge-OUSD  
Contact Name: NIKKI Williams  
Title: principal  
Address: 8755 Fontaine St. Oak. CA. 94605  
Phone Number: 510-879-5166  
Email: nikki.williams@ousd.org  
Services Provided: Art enrichment + P-D for teachers  
Duration of Services: 5 years -

## **Exhibit D: Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require compliance by all its subcontractors. Bidders 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.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this solicitation, the bidder will

propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Designee.

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

accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this solicitation will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this solicitation.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used

interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.

Print Name: Roxanne Padgett

Signature: Roxanne Padgett

Date: Dec 2, 2025

**Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

I am aware of and hereby certify that neither museum of children's ART [Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the DEC 2 - 2025 [DATE] for the purposes of submission of this bid.

By  
Print Name: Roxanne Podge  
Signature: Roxanne Podge  
Date: DEC 2 - 2025

## **Exhibit F: Workers Compensation Acknowledgement**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Print Name: Roxanne Padgett  
Signature: Roxanne Padgett  
Title: creative Director / Interim ED  
Company Name: Museum of Children's Art  
Date: Dec. 2, 2025

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

## **Exhibit G: Fingerprinting Notice and Acknowledgement**

### **FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET (Education Code Section 45125.1)**

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code

§45125.1(h.)

I, as Roxanne Padgett [insert "owner" or officer title] of Museum of Children's Art [insert name of business entity], have read the foregoing and agree that Museum of Children's Art [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: Roxanne Padgett  
Signature: Roxanne Padgett  
Title: creative director/interim ED  
Company Name: Museum of Children's Art  
Date: DEC 2 - 2025

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.

- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a

firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: Roxanne Padgett  
Date of Entity's Contract with District: DEC 2, 2025  
Scope of Entity's Contract with District: Arts Enrichment

I, Roxanne Padgett [insert name], am the creative Director/Interim ED [insert "owner" or officer title] for Museum of Children's Art [insert name of business entity] ("Entity"), which entered a contract on DEC 2, 2025, with the District for Arts learning enrichment.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: Roxanne Padgett  
Signature: Roxanne Padgett  
Title: creative Director/Interim ED  
Company Name: Museum of Children's Art  
Date: DEC 2, 2025

**Exhibit H: Non-Collusion Declaration**

I, Roxanne Padgett, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: Roxanne Padgett  
Signature: Roxanne Padgett  
Title: creative director / Interim ED  
Company Name: MUSEUM of CHILDREN'S ART  
Date: DEC 2, 2025

**Exhibit I: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Print Name: Roxanne Padgett

Signature: Roxanne Padgett

Title: creative Director/Interim ED

Company Name: MUSEUM of CHILDREN'S ART

Date: DEC 2. 2025