

Board Office Use: Legislative File Info.	
File ID Number	20-2114
Introduction Date	October 28, 2020
Enactment Number	20-1601
Enactment Date	10/28/2020 os



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Curtiss Sarikey, Chief of Staff

**Board Meeting Date** October 28, 2020

**Subject** License Agreement with Kingmakers of Oakland

---

**Action** Approve License Agreement with Kingmakers of Oakland

**Background & Discussion** Kingmakers of Oakland is a non-profit organization that originates out of the Oakland Unified School District's Office of African American Male Achievement (AAMA). Kingmakers now supports school districts across the country to improve the educational and life outcomes of Black boys. The proposed license agreement would enable Kingmakers to use certain educational materials, original created through the AAMA program, as part of trainings the Kingmakers now offers to other districts. Kingmakers may not charge a fee to others for the educational materials (although nothing in the agreement precludes Kingmakers from charging for the time of the trainer who might use the materials in the training.) The agreement requires Kingmakers to acknowledge the District and its role in the creation of the educational materials. The agreement does not expire, but the District can terminate it for convenience at any time with 10-months' notice.

**Fiscal Impact** N/A

**Attachment** License Agreement between the Oakland Unified School District and Kingmakers of Oakland

## LICENSE AGREEMENT

This License Agreement (this "**Agreement**"), by and between Oakland Unified School District ("**Licensors**"), and Kingmakers of Oakland, a California public benefit corporation organized under section 501(c)(3) of the Internal Revenue Code as amended ("**Licensee**"), is entered into as of November 1, 2020 (the "**Effective Date**"). Licensee and Licensors shall sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **EDUCATIONAL MATERIALS.** Licensors represents and warrants that Licensors has an ownership interest in certain educational materials, that are more particularly described in Attachment A, designed to advance African American male student achievement (the "**Educational Materials**"). The Educational Materials were previously successfully used and implemented within the Oakland Unified School District in Oakland, California.
2. **LICENSE.** To the extent Licensors has any ownership interests in the Educational Materials, Licensors hereby grants Licensee a nonexclusive, royalty-free, license to the Educational Materials, subject to the terms and conditions contained in this Agreement. Licensee, in its sole discretion, may sublicense the Educational Materials to any government(s) or non-profit organization(s) dedicated to advancing and supporting African American male student achievement so long as the government or non-profit organization is not charged a fee for the Educational Materials. For the avoidance of doubt, nothing in this Agreement shall preclude Licensee from using the Educational Materials in connection with paid consulting agreements, provided Licensee does not charge a fee for sublicensing the Educational Materials themselves. If not already in Licensee's possession as of the Effective Date, Licensors shall deliver the Educational Materials to Licensee as soon as reasonably possible.
3. **ACKNOWLEDGEMENT.** When using the Educational Materials, Licensee agrees to acknowledge Oakland Unified School District ("OUSD") and the role of OUSD in the creation of the Educational Materials.
4. **TERM OF AGREEMENT; TERMINATION.**
  - a) The term of the Agreement (the "**Term**") shall begin on the Effective Date and shall continue for five (5) years from the Effective Date and shall renew automatically unless either party objects in accordance with Section 4(b).
  - b) Upon the expiration of this Agreement, or in the event that this Agreement is terminated, Licensee shall cease using the Educational Materials immediately, except that Licensee may continue to use the Educational Materials for up to ten (10) months from the notice of termination consistent

with any Licensee contract that was in force when Licensee received the notice of termination.

- c) Upon the expiration of this Agreement, or in the event that this Agreement is terminated, Licensee shall use best efforts to remove all Educational Materials that Licensor has an interest in.

5. **LICENSEE'S REPRESENTATIONS AND WARRANTIES.** Licensee represents and warrants that (a) Licensee has the full legal authority to execute this Agreement; (b) Licensee will not use the Educational Materials in connection with any for-profit activities; and (c) Licensee shall, at its sole expense, comply with all applicable federal, state, and local laws, regulations, ordinances, and other governmental requirements governing its activities, including without limitation all applicable tax laws.
6. **OWNERSHIP OF EDUCATIONAL MATERIALS.** As between Licensor and Licensee, Licensor shall retain its existing rights, title, and interest in the Educational Materials, and all intellectual property rights therein. Licensor may, from time to time and in their sole discretion, update the Educational Materials and provide such updated Educational Materials to Licensee; however, nothing in this Agreement shall require Licensor to do so. Notwithstanding the foregoing, all improvements, modifications, and advances, made by Licensee to the Educational Materials shall be the sole property of Licensee.
7. **INDEMNIFICATION.** Each Party shall indemnify and hold the other and its affiliates, agents, directors, officers (including OUSD Government Board members), and employees, harmless from any and all liabilities, losses, damages, demands, settlements, judgments, costs, and expenses, including reasonable attorneys' fees, arising from or related to the indemnifying Party's breach of any of the representations, warranties, or covenants set forth in this Agreement, the indemnifying Party's violation of any federal, state or local law, ordinance, rule, regulation, or other governmental requirement, or the indemnifying Party's negligence or willful misconduct.
8. **NO WARRANTY.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING IN SECTION 1, LICENSOR MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE EDUCATIONAL MATERIALS FOR ANY PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE EDUCATIONAL MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE EDUCATIONAL MATERIALS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **NON-EXCLUSIVITY.** This Agreement is not exclusive. Licensor has the right to license the Educational Materials to other parties, during and after the Term of this Agreement.

10. **NON-ASSIGNMENT.** Except as expressly provided in this Agreement, the rights, obligations, and interests of Licensee under this Agreement may not be sold, transferred, assigned, pledged or hypothecated. Except as expressly provided in this Agreement, any attempted sale, transfer, assignment, pledge or hypothecation made contrary to this section shall be null and void.
11. **GOVERNING LAW; VENUE.** This Agreement contains the entire agreement between the Parties and shall be governed by the laws of California, without reference to its choice of law principles. Any dispute arising from this Agreement shall be brought only in the district or federal courts located in Alameda County, California, and the Parties hereby agree to the jurisdiction and venue of those courts for any such dispute. If any Party sues to enforce a material term of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.
12. **PRIOR AGREEMENTS.** This Agreement supersedes and terminates all prior agreements between the Parties relating to the subject matter herein addressed.
13. **MISCELLANEOUS.** This Agreement sets forth the entire and only agreement between Licensors and Licensee regarding the subject matter hereof. Any representation, promise, or condition, whether oral or written, not incorporated herein shall not be binding upon either party. No waiver, modification, or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative of the parties sought to be bound hereby. Section headings are for convenience of reference only and shall not be considered a part of this Agreement. This Agreement, and any amendments thereto, may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument. The invalidation of any portion of this Agreement shall not affect the validity of any other provisions. In the event that any portion of this Agreement is held to be invalid, the remaining provisions shall be in full force and effect as if they had been executed by both Parties subsequent to the removal of the invalid provision.
14. **NOTICES.** Notices or correspondence under this Agreement shall be delivered from one Party to the other, by e-mail, overnight delivery, or by registered or certified mail, directed to:

If to Licensor:

Oakland Unified School District  
Attn: Curtiss Sarikey  
1000 Broadway, Suite 300  
Oakland, CA 94607

If to Licensee:

Kingmakers of Oakland  
Attn: Christopher Chatmon  
1720 Broadway, 4<sup>th</sup> Floor  
Oakland, CA 94612

*with a  
copy to*

Olson Remcho LLP  
Attn: Nick Warshaw  
1901 Harrison St., Suite 1550  
Oakland, CA 94612  
[nwarshaw@olsonremcho.com](mailto:nwarshaw@olsonremcho.com)

15. **SURVIVAL.** The rights and obligations of the Parties under Sections 1, 3, 4(b), 4(c), 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14.

IN WITNESS WHEREOF, Licensors and Licensee each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

LICENSOR:

Oakland Unified School District

By: 

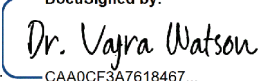
Name: President, Board of Education

Title:

Dated: 10/28/2020, 2020

LICENSEE:

Kingmakers of Oakland

By:  DocuSigned by:   
CAA0CF3A7618467...

Name: Vajra Watson

Title: Director

Dated: 10/20/2020, 2020

Approved as to form on October 21, 2020



Kyla Johnson Trammell Secretary, Board of  
Education 10/28/2020

## Attachment A

The “Educational Materials” include but are not necessarily limited to the following items:

- Musical performances and recordings, in whatever medium (e.g., .MP3, .wav) that OUSD possess, including but not necessarily limited to:
  - “AAMA Kings” by Jahi Torman, Bro Sizwe, Bro Bankh and AAMA MDP graduate Amari, created in 2017
  - “Call to Action Wave”, by MDP Facilitators Bro Sizwe and Bro Bankh, MC Bro Jahi aka Jahi, and MDP graduate Amari, created in 2017
  - “King Code Wave” by AAMA Facilitators Bro Sizwe and Bro Bankh, Bro. Jahi and Montera Middle School Kings, created in 2017
  - “Free My Soul Wave” , by MDP Facilitator Bro Bankh and his Westlake Middle School Kings, Bro Jahi, Bro Sizwe and MDP graduate Amari created in 2017
  - “Kingmaker” by Bro Jahi and AAMA MDP Graduate Amari , created in 2017
  - “Father Hood” by Obasi aka Heru and AAMA MDP Graduate Amari, created in 2017
  - “Brother Hood” by Obasi aka Heru and AAMA MDP Graduate Amari, created in 2017
- Video recordings, in whatever medium (e.g., .avi, .fml, vimeo) that OUSD or possess, including but not necessarily limited to:
  - “Oscar Wright Documentary” on Vimeo created/uploaded by VJTV
  - “Fall Forum and Spring Symposium 2017” on Vimeo created/uploaded by VJTV on or about January 16, 2019
  - “AAMA Overview 2013 2014” on Vimeo created/uploaded by VJTV on or about December 10, 2018
  - “King Romelo Mims” on Vimeo created/uploaded by VJTV on or about November 19, 2018
  - “Fall Symposium 2017” on Vimeo created/uploaded by VJTV on or about November 9, 2018”
  - “OUSD AAMA Kingmakers of Oakland Student showcase at the FOX Theater” on Vimeo created/uploaded by VJTV on or about October 22, 2018
  - “Kingmakers of Oakland COSEBOC presentation at the Javit Convention Center in NYC” by Vimeo created/uploaded on or about October 22, 2018
  - “AAMA - Changing The Game For Young Black Males In America produced by AJ+” on Vimeo/Al Jazeera Media Network produced/created or uploaded by Jason Motlagh and David Zlutnick
  - “Man UP Music Video ft. King Amari and King Obasi” on Vimeo created/uploaded by VJTV on or about October 18, 2018

- “AAMA hosts KRS1 at Edna Brewer MS, OUSD topic Education” on Vimeo created or uploaded by A Kristina Thomas Production on or about October 18, 2018
- “AAMA Press Conference - 2018 Promise of Place Report CBMA” on Vimeo created or uploaded by VJTV on or about October 18, 2018
- “AAMA Perfect Scores STAR1 Celebration at Frick MS” on Vimeo/Oakland North produced, created or uploaded by Oakland North on or about October 18, 2018
- “AAMA | Kingmakers of Oakland - King Rickey Jackson” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “AAMA | Kingmakers of Oakland - King Neranti” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “Kingmakers of Oakland Episode #5 - The Village” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “Kingmakers of Oakland Episode #4 - Destiny is Calling” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “Kingmakers of Oakland Episode #3 - Kings & Kingmakers” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “Kingmakers of Oakland Episode #2 - Oakland: The Blueprint” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “Kingmakers of Oakland Documentary Episode #1” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “Kingmakers of Oakland - ENTIRE FILM” on Vimeo/Game Changers Project created or uploaded by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- “AAMA | Kingmakers of Oakland – SizzleReel” on Vimeo created/uploaded on or about October 16, 2018
- “TOUSSAINT Stone - CBMA AAMA KOO collaboration” on Vimeo/CBMA created or uploaded by Campaign for Black Male Achievement on or about October 16, 2018
- “King Romero, Kingmaker of Oakland, AAMA OUSD,” on Vimeo /Game Changers Project created by Cheo Tyehimba Taylor and Christopher Chatmon on or about October 16, 2018
- Educational curriculum, in whatever medium (e.g., .doc, or in paper format) that OUSD or OPEF possess, including but not necessarily limited to:

- “Male Image” an elective course taught at the 9<sup>th</sup> or 10<sup>th</sup> grade level created by Baayan Bakari.
- “African American Power in the US” a history course taught at the 10<sup>th</sup> grade level, created by Baayan Bakari
- “Revolutionary Literature” an English course taught at the 10<sup>th</sup> grade level created by Baayan Bakari
- “The Depth of Hip Hop” a performing arts class taught at the 10<sup>th</sup> grade level created by Baayan Bakari
- “Arguments of Freedom” an English class taught at the 11<sup>th</sup> grade level, created by Baayan Bakari
- “World’s Great men & Women of Color” a history course taught at the 11<sup>th</sup> grade level created by Baayan Bakari
- “Classics Revisited” an English course taught at the 12<sup>th</sup> grade level created by Baayan Bakari