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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Vanessa Sifuentes, High School Network Superintendent

**Meeting Date** May 14, 2025

**Subject** Facility License Agreement - Northeastern University/Mills - 2025 High School Network Senior Graduation Ceremonies

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**Ask of the Board** Approval by the Board of Education of Facility License Agreement by and between the District and Northeastern University/Mills to host high school graduation ceremonies for McClymonds High School, Oakland International High School, MetWest High School, and Life Academy, as further described in Attachment A, for the period of the terms of March 25, 2025, through June 2, 2025, in an amount not to exceed \$32,360.50.

**Background** Graduation ceremonies in OUSD can range from an average of 900 to 2,400 attendees, depending on the school and site. Given these audience sizes, we would like to host all four graduation ceremonies at Northeastern University in Oakland, or a similarly sized venue. Hosting large graduation ceremonies at such a venue allows for the accessible accommodation of large crowd sizes, with house staff directing attendees in and out of the venue, and audio-visual production staff and equipment facilitating the ceremony experience. Additionally, venues like Northeastern University provide trained security personnel to monitor events and screen all attendees via metal detectors before entry.

**Discussion** The rental cost also includes the presence of on-duty officers from the Oakland Police Department in the event of an emergency.

**Fiscal Impact** The total cost for the four (4) OUSD High Schools in an amount not to exceed \$32,360.50.

**Attachment(s)**

- Facility Licensing Agreement
- Memorandum: Guidance and Budget Request, Chief Academic Officer



## MILLS PERFORMING ARTS FACILITY LICENSE AGREEMENT

This Facility License Agreement (this **Agreement**) is made this March 25, 2025 by and between Northeastern University (**University**), 360 Huntington Avenue, Boston, Massachusetts, and Oakland Unified School District (**Organization**), 1011 Union Street, Oakland, California, 95607.

WHEREAS, Organization wishes to conduct the *Graduation Ceremonies – McClymonds High School, Oakland International High School, MetWest High School, and Life Academy* (**Event**) as further described in Attachment A; and

WHEREAS, University is willing to provide event space and/or facilities to Organization to hold the Event;

NOW, THEREFORE, the parties agree as follows:

University hereby grants Organization a non-exclusive, revocable, limited license to:

(1) use the University spaces and/or facilities described in Attachment A (**Facilities**) on the dates and times and for the number of attendees stated in Attachment A, solely for the purpose of holding the Event, and

(2) use the common areas and facilities in the building in which the Facilities are located, including common entrances, walkways, elevators, restrooms, stairways and lobbies in connection with the Event.

Organization agrees to:

1) In line with current COVID mandates, masks, proof of vaccination, or a negative COVID test are no longer required to enter public spaces. However, it is strongly encouraged that participants get vaccinated and boosted to keep our community healthy and thriving.

Masks are strongly recommended for all events. It is recommended that whenever possible, everyone wear a nonvented respirator, such as an N95, KN95, or KF94 respirator, or a well-fitting surgical mask with a cloth mask over it.

***\*Please note that this policy is subject to change per University's request.***

(2) comply with all laws, rules and regulations applicable to its use of the Facilities, including those attached to this Agreement and otherwise communicated by University at any time, and including obtaining any required permits and other authorizations from any state, local or other relevant authority;

(3) release, discharge, and indemnify University, its trustees, officers, agents, representatives, employees, successors, and assigns (collectively, **University Entities**), during and after the term of this

Agreement, from and with respect to all claims, demands, rights, actions, and causes of action of any nature, including but not limited to any personal injury, death and/or property damage (hereinafter the **Claims**), which may arise from or relate to the Event or the use of the Facilities by Organization or its agents, representatives, employees, attendees, contractors, or vendors (collectively, **Organization Entities**), except to the extent that the Claims arise from the gross negligence or willful misconduct of any of the University Entities;

(4) reimburse and make University whole for any costs or expenses incurred by University to repair any and all damage that arises from or relates to the Event or the use of the Facilities by any of the Organization Entities;

(5) use reasonable care and prudence in maintaining the Facilities and any related common areas in as good order and condition as prior to the Event, aside from normal wear and tear. At the conclusion of the Event, Organization will deliver the Facilities to University neat, clean and free of all personal property, trash and debris, and will bear all costs of cleaning, repairing and restoring the Facilities to their previous condition, reasonable wear and tear excepted; and

(6) pay University a facility license fee ("License Fee") of **\$4500.00** for Organization's use of the Facilities. Service fees are estimated on Attachment B and are in addition to the License Fee. An initial deposit equal to Zero , or **\$0.00**, is due and payable upon execution of this Agreement by Organization. The License Fee plus actual service fees must be paid following the conclusion of the Event. If the actual service fees are higher than the amount stated on Attachment B, the difference will be invoiced promptly following the Event. If Organization notifies University of requested changes to the Event or Organization's use of University's space or facilities less than 14 days prior to the first day of the Event, and University is able to accommodate such changes, additional charges and service fees may apply. All payments of the remaining License Fee, service fees, and any additional charges incurred hereunder are due within 30 days of invoice (if any) or 30 days after conclusion of the Event (if no invoice is issued), and should be made payable to Northeastern University and sent to the attention of:

Alexander Zendzian, Executive Director, Mills Performing Arts  
Northeastern University, Mills College Campus 5000  
MacArthur Blvd. Oakland, CA 94613

Organization shall be responsible for payment of any and all taxes, assessments and other charges that may be assessed or imposed as a direct result of Organization's use of the Facilities.

#### **Other terms of license:**

Organization acknowledges and agrees that University has reserved the Facilities for Organization's use and may be forgoing other revenue and license opportunities as a result, and may be expending financial and other resources in preparation for the Event. Therefore, if Organization elects to cancel the Event for any reason, Organization agrees to pay, as liquidated damages and not as a penalty, a cancellation fee as outlined below. Payment is due within 10 days of the cancellation.

University reserves the right to immediately terminate any or all of the uses and events described in this Agreement, , upon the occurrence of any act, omission or conduct by Organization, or any of its students, guests, employees or agents, which University determines in its sole discretion constitutes:

- a violation of applicable local, state or federal law or regulation.
- a violation of applicable Northeastern University policies, including but not limited to its Policy on Weapons on Campus; the Code of Ethical Conduct.
- Conduct which is violent, dangerous, discriminatory, harassing or bullying.

- Any other conduct which the University determines is detrimental to the reputation and integrity of the University.

University's termination under this provision shall not limit the University's right to seek damages from Organization for its breach of other terms of this Agreement.

### **Cancellation policy**

WRITTEN NOTICE RECEIVED FROM YOU	CANCELLATION CHARGE
14-30 days before scheduled arrival	25% of License fee and 25% of service fees
Less than 14 days before scheduled arrival	50% of License fee and 100% of service fees
Less than 48 hours before scheduled arrival	100% of License fee and 100% of service fees

If either party is prevented from or delayed in providing or using the services or facilities hereunder due to interruption or delay in transportation services, war or acts of terrorism, disease (including any new or accelerating outbreak of COVID-19 or its variants), acts of God, strikes, natural disaster, court or governmental order or advisory, immigration restrictions, regulatory or statutory change, or other similar or dissimilar cause beyond the reasonable control of such party (each, a force majeure event), such prevention or delay shall be excused and the affected party shall have the right to terminate this agreement or propose modifications to the timing of the services, provided that (i) written notice of the force majeure circumstances and consequence (i.e., termination, suspension or delay in the provision or use of the services or facilities hereunder) is given by the affected party to the other party as soon as possible; (ii) the affected party uses reasonable efforts to minimize the impact of the force majeure event; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receiving a force majeure notice that does not require termination, the non-affected party shall have the option of terminating the agreement if the parties cannot agree on modifications to timing or if the force majeure event is not reasonably expected to be resolved within 30 days. Each party shall bear its own costs and expenses, and neither shall have any liability to the other, in the event of a termination, suspension, or delay due to force majeure. If any prepayment of the fees due hereunder has been made, the parties will negotiate in good faith to determine an equitable refund, provided that any prepayments that have been used to pay reasonable, non-recoverable expenses in preparation for the program or event shall not be refunded.

University reserves the right to move Organization's event to a comparable and appropriate space on or near campus in the event of a change in the nature or size of Organization's event or unanticipated circumstances affecting the Facilities. University shall not be liable to Organization for incidental or consequential damages (i) related to any such relocation, or (ii) if University is unable to make the Facilities available to Organization during all or any part of the license period.

Organization certifies that it, and any third party vendors or contractors who are on-site at any time during the event at the request or invitation of Organization, carries the required insurance policies in the amounts indicated on Attachment C, each of which names University as an additional insured with respect to the Event and the activities and obligations of Organization set forth in this Agreement. If the Event includes any minor (person under the age of 18), the general liability insurance certificate must also include an endorsement for sexual molestation coverage. University shall be given at least 30 days' prior written notice of any termination of or material amendment to Organization's relevant insurance coverage during the term of this Agreement. A certificate of insurance evidencing the required coverages and other requirements must be provided to University upon execution of this Agreement. Organization hereby waives every claim which arises or may arise in its favor and against University during the term of this Agreement for any and all loss or

damage covered by valid collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and shall not detract from, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Organization. Organization further agrees that Organization's insurance policies shall either recognize such waiver or be endorsed to recognize such waiver.

### **General Terms and Conditions:**

Notices provided under this Agreement shall be sent to the respective addresses of the parties set forth at the beginning of this Agreement. Notices to University must be sent to the attention of the Executive Director, Mills Performing Arts. Notices to Organization must be sent to the attention of High School Network partner, Darren Avent, darren.avent@ousd.org.

Organization has no right under this Agreement to use the name, logo, or any trademarks of University in connection with the Event or otherwise. However, Organization may list University's name and street address for purposes of informing attendees of the location of the Event, subject to University's prior approval as to form. Organization may receive or have access to confidential information of University in connection with this Agreement and Organization's use of the Facilities. Organization will maintain all such confidential information in the strictest confidence and will not use or disclose it with or to any third party during or after the term of this Agreement.

If Organization defaults in its performance of any of the material terms and conditions of this Agreement, including without limitation the failure to pay any fees when due as set forth herein or the maintenance of insurance required hereunder, then University, at its option, may immediately revoke this Agreement and Organization's rights and privileges under this Agreement shall immediately terminate. Upon a termination for default, Organization shall be liable for all reasonable costs and damages caused by such default, and Organization shall not be entitled to a refund of the License Fee or any other amounts paid hereunder. The provisions of this paragraph shall survive any cancellation or termination of this Agreement.

Each party represents that it has full power and authority to enter into this Agreement and perform its obligations hereunder, without violating the terms of any other agreement by which it is bound. Organization certifies that it will be the actual and primary user of the Facilities during the license period. If any term, covenant or condition of this Agreement is determined to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other term, covenant or condition hereof, each of which shall remain in full force and effect.

No term or condition of this Agreement shall be waived and no breach excused unless such waiver or excuse has been put in writing and signed by the waiving or excusing Party. No waiver of any right, remedy or breach shall constitute a future waiver of the same or any other right, remedy or breach hereunder.

Any delay or failure of either party in the performance of its obligations under this Agreement (other than payment obligations hereunder) shall be excused if and to the extent caused by war, acts of God, strikes, fire, flood, court order, regulatory or statutory change or other similar cause beyond the reasonable control of such party.


This Agreement and any disputes arising hereunder shall be governed by the laws of the State of California, without regard to its conflict of laws provisions. The parties agree to the

exclusive jurisdiction and venue of the courts located in Alameda County, California, to determine any disputes between them.

This Agreement and the exhibits and attachments hereto set forth the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede any prior oral or written understandings. This Agreement may be amended only by written agreement signed by a duly authorized representative of each party. Headings are used in this Agreement for convenience only and have no independent meaning or significance. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Facsimile, .pdf and so-called "electronic" signatures on this Agreement shall be deemed the equivalent of original signatures.


Signed by an authorized representative of each party as of the latest date written below.

## OAKLAND UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
 Name/Title: Sondra Aguilera  
 Phone Number: Chief Academic Officer


3/27/2025 | 5:25:02 PM EDT  
 Date\_\_\_\_\_

*Approved as to Form by OUSD Legal:*

\_\_\_\_\_  
 03/25/2025  
 Roxanne De La Rocha  
 OUSD Staff Attorney

Date

## NORTHEASTERN UNIVERSITY

By: \_\_\_\_\_  
 Name/Title: Therese Mitchell  
 Assistant Treasurer

3/27/2025 | 3:37:07 PM EDT  
 Date\_\_\_\_\_

Attachment A**Event/Facilities**

**Any changes made to the Event and/or Organization's use of University's space or facilities less than 14 days before the first scheduled event date may result in additional charges and service fees.**

Description of Event: Rehearsals and ceremonies for four OUSD school graduations. Ticketed guests included family and friends of OUSD graduating students.

Facility:	Music Building	Richards Rd, Oakland, CA 94613	Capacity:
Including:	MUS 202	Marilyn McArthur Holland Theater	414
	MUS Lobby	Music Building Lobby	246
	MUS Portico	Music Building Portico	246
	MUS Lawn	Music Building Lawn	450

Includes permitted use of:

All Audio-Video equipment present in the Jeannik Méquet Littlefield Concert Hall, including:

- Christie DWU23-HS projector
- Projection screen, 24' x 10'
- Yamaha M7CL audio console
- Meyer Sound system, installed
- Shure sm58 wireless microphones (x4)
- Microphone stands

All Theatrical lighting equipment onsite in Jeannik Méquet Littlefield Concert Hall, including:

- Repertoire Lighting Plot
- ETC ColorSource 40 lighting console

Podium

Date	Reserved Start Time	Reserved End Time	Rate	Use
Tuesday, May 27, 2025	2:00 PM	4:00 PM	General - Hourly Public	Set-up/Rehearse
	4:00 PM	7:00 PM	- Hourly	Ceremony (Public)
Wednesday, May 28, 2025	2:00 PM	4:00 PM	General - Hourly	Set-up/Rehearse
	4:00 PM	7:00 PM	Public - Hourly	Ceremony (Public)
Thursday, May 29, 2025	2:00 PM	4:00 PM	General - Hourly	Set-up/Rehearse
	4:00 PM	7:00 PM	Public - Hourly	Ceremony (Public)
Friday, May 30, 2025	11:00 AM	2:00 PM	Public - Day	Set-up/Rehearse
	2:00 PM	3:30 PM	Public - Day	8th Grade Ceremony (Public)
	3:30 PM	5:30 PM	Public - Day	Rehearse

General - Hourly	6 hrs	@	\$250 /hr	\$1,500
Public - Hourly	9 hrs	@	\$500 /hr	\$4,500
Public - Day	1 day	@	\$3,000 /day	\$3,000
Sponsorship	-50%			(\$4,500)

\$4,500



Attachment B

**Service Fee Estimates\***

MPA STAFF	Technician	31	hr	@	\$40	/hr	\$1,240
	House Manager	20	hr	@	\$40	/hr	\$800
	Furniture, Rental & Set-	up	1	@			
		facility			\$250	/facility	\$250
EVENTS RESOURCES							
CLEANING	Fee	4	facility	@	\$200	/facility	\$800
Estimated Service Fee Total							\$3,090

**Safety & Security Fee Estimates\***

Tuesday, May 27, 2025	\$5,274.10
Wednesday, May 28, 2025	\$5,274.10
Thursday, May 29, 2025	\$5,274.10
Friday, May 30, 2025	\$8,948.20
<div>Estimated Safety &amp; Security Fee Total</div> <div>\$24,770.50</div>	

\*This is a general estimate of associated service fees; final cost will be determined based on actual services rendered and will be invoiced to Organization after the conclusion of the Event.

Attachment C  
**Required Insurance Coverage**  
(amounts stated are minimums)

- ☐ Commercial General Liability (\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury and property damage)
  
- ☐ Workers Compensation (as required by applicable state law)
  
- ☐ Automobile
  
- ☐ Food and beverage vendors
  
- ☐ Sexual Abuse/Molestation: If minors are participants, Sexual Abuse and Molestation (\$1,000,000 per occurrence/\$5,000,000 aggregate) - If this coverage is included in the Commercial General coverage, this must be specifically stated on the Certificate of Insurance

All insurance required above (other than workers compensation) shall name the University as an additional insured and provide that the insurance may not be cancelled without at least thirty (30) days' prior written notice to the University. At least ten business days before the Event, Organization must provide to the University certificates or binders of such policies demonstrating satisfaction of the above requirements.

## RULES AND REGULATIONS

1. Organization may not sell or offer for sale goods or services on University property without the prior written consent of University. Organization shall be solely responsible for all permits, taxes and other obligation for any sales which are approved and shall submit copies of all permits required to University at least two (2) weeks prior to commencement of the license period.
2. Organization may not sell or serve alcoholic beverages of any kind without the prior written consent of University. If such permission is granted, Organization shall be solely responsible for obtaining all permits, liquor licenses, and insurance satisfactory to University. Copies of all such permits, licenses and insurance documentation must be submitted to University at least two (2) weeks prior to the commencement of the license period. If such materials and information are not received in a timely manner, no alcohol may be sold or served.
3. No minor guests (under age 18) are permitted on University property unless approved in advance in writing by University.

Written Approval – Organization is allowed to have minors in attendance in accordance with Northeastern University Policy on Programs Involving Minors  
(<https://policies.northeastern.edu/policy611/>)

4. Organization must comply, at its sole cost and expense, with all federal, state and other governmental laws and regulations in connection with Organization's use of the Facilities. Organization may not use the Facilities or licensed common areas, or permit them to be used, in a manner that results in waste or that constitutes a nuisance.
5. Organization must comply, at its sole cost and expense, with all of University's policies applicable to contractors of or visitors to University. University's policies may be found at <http://www.northeastern.edu/policies/>.
6. Except as stated on Exhibit B, no lighting, staging or other equipment of any kind may be installed or used without the prior written consent of University. Organization may install, operate and maintain equipment solely at its own expense and as set forth on Exhibit B. All equipment installed by Organization in the Facilities will remain Organization's personal property at all times. Organization will not undertake or permit any sound or video recording or photography of any kind on University property without the prior written consent of University. Any permissions granted by University are subject to the terms and conditions thereof and, in all cases, Organization agrees not to alter or move any pictures, sculptures, fixtures, furnishings or other items located in the Facilities, common areas, or other University property.

Written Consent – Organization is permitted to photograph and video document the event. Photography and videography must be limited to the facilities indicated in Attachment A.

7. Parking for persons, attendees and presenters using the Facilities may be available, depending on the time of day of the event, in University parking lots, subject to applicable rates and fees charged by University in its sole discretion. Parking may be restricted by University to designated lots. University

shall designate an area to be used by Organization for the purpose of loading and unloading equipment and materials used in the Licensed Area.

8. In the event of an accident of any kind in the Facilities or the licensed common areas, Organization shall immediately notify University's Office of Risk Management and thereafter furnish a full written report of such accident, as well as any other documentation reasonably required by University.
9. Organization must remove all personal property at the end of the license period. If Organization leaves any personal property on University property after the license period ends, University may remove and dispose of such property in its sole discretion, without liability for any loss or damage to such property.
10. Organization accepts the Facilities "as is," without warranty of any kind. University will provide ordinary and reasonable amounts of electricity, heat, air conditioning, water and sewerage for the Facilities during the license period. University does not guarantee that the heating or air conditioning service will maintain any particular temperature.
11. Organization understands and acknowledges that construction may take place in, or in the vicinity of, the Facilities, that noise and other evidence of construction may arise during the license period, and that construction-related delays and obstructions may occur. University may, as a matter of courtesy, attempt to advise Organization of any known or announced delays or unusual conditions but has no obligation to do so.



## HIGH SCHOOL LINKED LEARNING OFFICE

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### MEMORANDUM

**To:** OUSD Board of Education

**From:** Sondra Aguilera, Chief Academic Officer  
Vanessa Sifuentes, High School Network Superintendent

**Date:** October 1, 2024

**Subject:** High School Graduation Ceremony Guidance and Budget Request

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We are writing to inform the Board of Education of new guidelines being implemented district-wide at OUSD High School Graduation Ceremonies, effective the 2024-2025 school year, and to request financial support to ensure OUSD can provide all graduates and guests a joyful and safe graduation experience.

The following safety guidelines were developed with input from high school and central leadership in the spring and summer of 2024 and will be implemented at all high school graduation ceremonies moving forward:

- Graduation ceremonies will be held indoors.
- Large bags, totes, backpacks, etc., will not be allowed inside graduation venues.
- Guests will be screened via metal detectors before entering graduation ceremonies.
- Time at the graduation venue after the ceremony will be limited, and attendees will need to exit the graduation venue promptly.
- Guests and graduates will be able to report suspicious or concerning activity before/during the graduation ceremony through an anonymous reporting system.

**Request:** To implement these guidelines effectively across ceremonies, the High School Network requests the following support:

**1. Reservation of concert/theater venue(s) to host graduation ceremonies for large high schools:**

**Rationale:**

- Graduation ceremonies for Castlemont High School, Fremont High School, Oakland High, Oakland Tech, and Skyline High School average between nine hundred and two thousand four hundred attendees. Given these audience sizes, we would like to host all five graduation ceremonies at the Paramount Theater in Oakland or a comparable location. Hosting large graduation ceremonies at such a venue allows for the accessible accommodation of large crowd sizes, house staff to direct attendees in and out of the venue, and audio/visual production staff and equipment to facilitate the ceremony experience. Additionally, venues like the Paramount Theater provide trained security personnel to monitor events and screen all attendees via metal detectors before entry. The rental cost also includes the presence of on-duty officers from the Oakland Police Department in case of emergency.
- We would also like to support medium-size high schools to host their graduation ceremonies at outside venues as they have done in the past or wish to do beginning with the class of 2025.



## HIGH SCHOOL LINKED LEARNING OFFICE

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Smaller venues also provide accessible accommodations for attendees who need access due to disability needs and audio/visual production staff and equipment to ensure a high-quality ceremony experience. Safety and security personnel are not typically provided by smaller venues, which would require that OUSD secure additional safety and security staff in addition to the minimal venue cost (approximately \$3,000 per ceremony).

- Projected cost: ~\$108,000 (~\$31,000 per day, three days, up to two graduation ceremonies per day for ceremonies held at the Paramount Theater, \$15,000 for five medium-sized high schools to host graduation ceremonies at an off-campus venue, such as Northeastern Mills College)

### **2. Security personnel for graduation ceremonies held at OUSD sites:**

#### **Rationale:**

- Most graduation ceremonies held at OUSD sites have an average of 200 to 400 attendees. Though these ceremonies are smaller, they would still benefit from security personnel trained in safety and security procedures for events of this size, with experience using metal detectors and other appropriate safety techniques to screen attendees before entering our graduation venues. We would like to hire OUSD Culture Keepers to serve as security staff at our graduation ceremonies, given that they are most knowledgeable about working with our students and families. In cases where Culture Keeper staff is unavailable or additional safety staff is needed, we will hire outside security personnel.
- Projected cost: ~\$68,000 (\$4,000 per ceremony, seventeen graduation ceremonies\*)

The total cost of our graduation planning is \$176,000. Given off-site ceremony venues and security personnel must be confirmed at least six months in advance, we would appreciate a response by October 22, 2024, so that our school sites and Network can resume planning for our upcoming graduation ceremonies. Please contact us with any questions, and thank you for considering our request.

*\*Seventeen ceremonies include Bunche Academy (Winter and Spring graduations), Coliseum College Prep Academy, Dewey Academy (Winter and Spring graduations), Gateway to College, Life Academy, Madison Park Academy 6-12, McClymonds HS, MetWest, Oakland Adult and Career Education, Oakland International HS, Rudsdale High School (Winter and Spring graduations), Sojourner Truth, Street Academy, and the Young Adult Program.*