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

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent Tara Gard,
Deputy Superintendent of Business and Operations
Kimberly E. Raney, Executive Director Transportation

Meeting Date June 15, 2026026

Subject Memorandum of Understanding – AC Transit – Restoration of Line 31 Service to Skyline High School – Talent/Human Resources

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and the Alameda-Contra Costa Transit District (AC Transit), Oakland, California, to provide restroom access for AC Transit bus operators at Skyline High School. This no-cost agreement establishes the terms under which OUSD will provide designated restroom access to support AC Transit bus operations serving Skyline High School, thereby supporting the restoration and continuation of Line 31 service to the site. The MOU term will remain in effect through August 31, 2027, and ensures compliance with AC Transit’s operational requirements, including OSHA-related restroom access standards.

Background AC Transit previously eliminated Line 39 service to Skyline High School due to the lack of restroom access for bus operators, which is required under union rules. The Oakland Unified School District and AC Transit have reached an agreement to provide restroom access for bus operators at Skyline High School. This Memorandum of Understanding (MOU) outlines the terms and details of that agreement.

Discussion This Memorandum of Understanding establishes an agreement between the Oakland Unified School District and AC Transit to provide restroom access for AC Transit bus operators at Skyline High School. This access is required under AC Transit’s union and operational requirements and directly addresses the prior discontinuation of Line 39 service to the site. By formalizing restroom access at Skyline High School, the District and AC Transit can support the restoration and continuation of transit service to the school community. Approval of this MOU ensures compliance with operational requirements while maintaining reliable public transportation access for students, staff, and the surrounding community

Fiscal Impact No cost. General maintenance and custodial costs associated with this agreement are already existing and funded through current operational budgets.

Attachment(s) MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND
ALAMEDA-CONTRA COSTA TRANSIT DISTRICT FOR AC TRANSIT BUS OPERATOR SUPPORT AND
ACCESS TO BATHROOMS ONSITE AT SKYLINE HIGH SCHOOL TO SUPPORT BUS SERVICE
SERVICING SKYLINE HIGH SCHOOL**

This Memorandum of Understanding (MOU) is entered into by and between the Alameda-Contra Costa Transit District (AC Transit) and the Oakland Unified School District (OUSD), each referred to as “Party” and jointly referred to as “Parties”.

WHEREAS, OUSD acknowledges the importance of AC Transit bus service in transporting students to and from Skyline High School in the afternoon (“PM Service”);

WHEREAS, Skyline High School and the surrounding areas are within AC Transit’s service area;

WHEREAS, Parties acknowledge the need for available safe, clean, and accessible restrooms for AC Transit Bus Operators as required by Occupational Safety and Health Administration (OSHA) requirements;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. OUSD Responsibilities

a. Designated Restroom

i. OUSD will provide AC Transit Bus Operators and Transportation Supervisors with access to a designated, single use, gender-neutral restroom, signed “All-Staff”, at the Skyline High School athletic field closest to Skyline Boulevard (“Restroom”). **Exhibit A** attached to the MOU depicts the location of the restroom.

ii. OUSD will be responsible for cleaning and repairs of Restroom

iii. OUSD will be responsible for stocking Restroom with supplies, including, but not limited to, toilet paper, seat covers, paper towels, and soap.

b. Lighting, Locks and Security

i. OUSD will be responsible for maintaining all lighting, gates and security systems at or near Restroom that are not explicitly stated within this MOU as the responsibility of AC Transit.

ii. OUSD will provide a keypad style access lock and handle on the restroom

door. A secure lockbox with a chain tethered restroom key may be substituted with the approval of AC Transit.

- iii. OUSD will ensure dusk-to-dawn lighting, defined as lighting that will illuminate beginning at dusk and continuing to dawn, regardless of the time of year, in the designated Bus Operator access areas, which includes the following:
 1. The gate adjacent to the bus stop along Skyline Boulevard providing access to Skyline High School campus nearest the athletic field;
 2. The stairs leading to the athletic field level;
 3. The gate allowing access to the athletic field; and
 4. In front of Restroom access door.
- iv. OUSD will provide lighting inside Restroom, controlled by light switch on the interior of Restroom.

2. AC Transit Responsibilities

a. Supplementary Bus Service

- i. AC Transit will provide hourly weekday service between the Fruitvale Bay Area Rapid Transit (BART) station and Skyline High School (Skyline Boulevard & Balmoral Drive) via Fruitvale Avenue, Macarthur Boulevard, Lincoln Avenue, and Joaquin Miller Road and Skyline Boulevard (Supplementary Service) until at least 8:00 p.m. **Exhibit B** attached to this MOU depicts the route alignment (Line 31) and approximate operating hours on weekdays as of the execution of this agreement.
- ii. Supplementary Service will continue to operate between Skyline High School and Fruitvale BART via Fruitvale Avenue, Macarthur Boulevard, Lincoln Avenue, Joaquin Miller Road, supplementing basic service, just prior to school start time and just after school end time.

b. Restroom Security

- i. AC Transit will provide one (1) combination lock for the Skyline Boulevard access gate and one (1) combination lock for athletic field level access gate. These locks will be daisy chained to existing OUSD locks on the gates entering the campus off Skyline Boulevard and the gate accessing the athletic field.

3. Insurance

- a. OUSD shall provide proof of the following minimum insurance coverages:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000.00 per occurrence or claim.
- iii. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.
- iv. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- v. **Additional Insured Status:** AC Transit, its members of the Board of Directors, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of Services or operations performed by or on behalf of OUSD including materials, parts, or equipment furnished in connection with this MOU.
- vi. **Primary Coverage:** For any claims related to this MOU, OUSD’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respect to AC Transit, its Board of Directors, officers, officials, representatives, employees, and volunteers. Any insurance or self-insurance maintained by AC Transit, its Board of Directors, officers, officials, representatives, employees, or volunteers, shall be excess of Contractor’s insurance and shall not contribute with it.
- vii. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to AC Transit.
- viii. **Waiver of Subrogation:** OUSD hereby grants to AC Transit a waiver of any right to subrogation which any insurer of OUSD may acquire against AC Transit by virtue of the payment of any loss under such insurance. OUSD agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether AC Transit has received a waiver of subrogation endorsement from the insurer.

- ix. **Self-Insured Retentions:** Self-insured retentions must be declared to and

approved by AC Transit. AC Transit may require OUSD to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AC Transit.

- x. **Umbrella or Excess Policies:** OUSD may use Umbrella of Excess Policies to provide the liability limits as required in this MOU. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.
- xi. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- xii. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
 - 1. The Retroactive Date must be shown and must be before the date of the effective date of the MOU.
 - 2. If coverage is canceled or non-renewed & not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, OUSD must purchase "extended reporting" coverage for *at least five (5) years after completion of Contract Services*.
- xiii. **Verification of Coverage:** OUSD shall furnish AC Transit with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before Services begins. However, failure to obtain the required documents prior to the beginning of the MOU shall not waive the OUSD's obligation to provide them. AC Transit reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4. Indemnification

- a. OUSD shall pay, defend, indemnify, and hold harmless AC Transit, and its agents,

representatives, officers, directors, and employees (Indemnified Group) from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of any of the following:

- i. Any actions, acts, errors, mistakes or omissions caused in whole or part by OUSD relating to the performance under this MOU, including but not limited to, performance by any subcontractor or anyone directly or indirectly employed by or contracting with OUSD.
- b. AC Transit shall pay, defend, indemnify, and hold harmless OUSD, and its agents, representatives, officers, directors, and employees (Indemnified Group) from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of any of the following:
 - i. Any actions, acts, errors, mistakes or omissions caused in whole or part by AC Transit relating to the performance under this MOU, including but not limited to, performance by any subcontractor or anyone directly or indirectly employed by or contracting with AC Transit.
- c. Insurance provisions set forth in this MOU are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5. Termination

- a. This MOU will remain in effect through August 31, 2027 to ensure continuity through the end of AC Transit's summer sign-up (typically the 1st or 2nd Saturday of August).
- b. The agreement may be reviewed, revised, or renewed annually upon mutual written agreement executed by the Parties.
- c. Following the expiration of the agreement, Parties shall endeavor to begin discussion regarding the following year's agreement on or before January 15th of the current term/school year with the goal of finalizing a new or amended agreement no later than the 1st week of March of the current term/school year.

- d. In the event of unforeseen circumstances, AC Transit will need at least 24 weeks' notice prior to any request that would result in schedule changes, routing changes or the total elimination of service.
 - e. Either Party, by written notice given at least 24 weeks in advance, may terminate this agreement.
 - f. Either Party may terminate the agreement if either Party fails to comply with the terms of this agreement.
6. Contract Contingent on Governing Board Approval
- a. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this MOU unless and until it has been formally approved by OUSD's Governing Board.

Exhibit A- Location of Restroom



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Exhibit B- AC Transit Line 31 Bus Service



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding by their respective duly authorized officers as of the day and year first above written.

AC Transit:

Salvador Llamas, General Manager Date
AC Transit

Approved as to form:

Aimee Steele, General Counsel
AC Transit

Oakland Unified School District:

Denise Saddler, Superintendent Date OUSD

Approved as to form:

Jenine Lindsey, General Counsel
OUSD

