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Enactment Number	23-0651
Enactment Date	4/12/2023 CJH

### Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Josh Daniels, Chief Governance Officer

**Meeting Date** April 12, 2023

**Subject** Amendment to Memorandum of Understanding and Engagement Policy with Leone, Alberts & Duus Law Firm

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**Ask of the Board**  Approve Amendment  
 Ratify Amendment

**Background and Recommendation** From time to time the Office of the General Counsel needs to engage outside counsel with specialized expertise. Leone, Alberts and Duus law firm has been providing civil litigation and other legal services to the District pursuant to their original agreement on an as needed basis at the discretion of the Chief Governance Officer. Their original agreement expires June 30, 2025.

This Amendment would increase the not to exceed amount from \$350,000 to \$550,000 per fiscal year for the remainder of the term of their agreement, as more of the same legal services are needed.

**Term** Start Date: July 1, 2022 End Date: June 30, 2025

**Not-To-Exceed Amount** \$550,000

**Competitively Bid**

No

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution):  
Exception: Specialized services

**In-Kind Contributions**

N/A

**Funding Source(s)**

General Purpose not to exceed \$550,000 per fiscal year.

**Attachment(s)**

- Amendment No. 1 to MOUEP Leone, Alberts & Duus
- MOUEP Leone, Alberts & Duus, Enactment No. 22-1160

**AMENDMENT NO. 1**  
**to**  
**MEMORANDUM OF UNDERSTANDING AND ENGAGEMENT POLICY**  
**BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND LEONE, ALBERTS &**  
**DUUS LAW FIRM**

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

**LEONE, ALBERTS & DUUS LAW FIRM.**

- The Parties entered into the Original Agreement on the below date:  
**6/8/22**
- The Enactment Number of the Original Agreement is below:  
**22-1160.**

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**  The scope of work of the (Amended) Agreement is unchanged.  
 The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:  
 Revised scope of work attached  
 VENDOR agrees to provide the following amended services:  
**Leone, Alberts & Duus Lawfirm will provide more of the same legal services on an hourly rate in the areas of civil litigation and other legal services and legal advice on as needed basis**
2. **Term (duration):**  The term of the (Amended) Agreement is unchanged  
 The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:  
Original End Date: Click or tap to enter a date.  
New End Date: Click or tap to enter a date.
3. **Compensation:**  The not-to-exceed amount in the (Amended) Agreement is unchanged  
 The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The

not-to-exceed amount in the (Amended) Agreement is amended as follows:

Increase not-to-exceed amount by:

**\$200,000 per fiscal year.**

Decrease not-to-exceed amount by:

[Click or tap here to enter text.](#)

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is

**\$550,000 per fiscal year for the remainder of the term of the MOUEP agreement**

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
  - c. In addition to the requirements of subparagraph (b), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - d. VENDOR shall bear all costs of compliance with this Paragraph.
5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding

Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, **VENDOR** agrees that:
  - a. Notwithstanding Paragraph 14 (COVID-19) of this Amendment, or any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement 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**. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
  - b. If OUSD, at its sole discretion, develops health and safety concerns related to the **VENDOR**'s provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to **VENDOR** to suspend the Agreement, in which case **VENDOR** shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate **VENDOR** for Services satisfactorily provided through the date of suspension.
7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. **VENDOR** agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. **VENDOR** agrees not to accept the signature of another other OUSD

employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.

**11. Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

**VENDOR**

Name: Katherine A. Alberts Signature: 

Position: President Date: Enter date of signature

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation) of the Agreement, which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Mike Hutchinson Signature: 

Position: President, Board of Education Date: 4/13/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature:   
Position: Secretary, Board of Education Date: 4/13/2023

**Template approved as to form by OUSD Office of the General Counsel.**