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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date June 5, 2024

Subject No Cost Services Agreement with City of Oakland's Department of Violence

Prevention and Various Community-Based Organizations

Ask of the Board ⊠ Approve Services Agreement

☐ Ratify Services Agreement

Description of Services & Background

The School Violence Intervention and Prevention (VIP) Program places a team of three individuals from Community-Based Organizations (CBOs) in District schools that are impacted by on-campus community violence. These teams consist of three individuals — one violence interrupter, one gender-based violence specialist, and one youth life coach. The CBOs hire and supervise staff of the School VIP Program under the general direction and oversight of the City of Oakland's Departments of Violence Prevention (DVP). The School VIP Program represents at strong collaboration between Oakland's school district, city government, and community-based organizations to establish community-based solutions to violence-impacted

high school students.

Term Start Date: January 1, 2024

End Date: June 30, 2026

Not-To-Exceed Amount

N/A. This is a no cost services agreement.

District In-Kind Contributions

District will host School VIP Teams on various campuses

Specific Outcomes	Students impacted by on-campus and community violence will have better support systems and better school outcomes			
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:			
Attachment(s)	No Cost Services Agreement			
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. 			



NO COST SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD"), the entity or individual ("VENDOR," together with OUSD, "PARTIES") named in Exhibit A, attached hereto and incorporated herein by reference, and any other Community-Based Organization ("CBO") that joins this Agreement by executing an Addendum pursuant to Exhibits A and B of this Agreement. 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. VENDOR agrees to provide the SERVICES at no cost to OUSD.
- 4. 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.
- 5. Termination. Upon termination consistent with this Paragraph (Termination), if requested by OUSD, VENDOR shall provide OUSD with all 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 Parties. Either Party may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to the other Party. 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.
 - 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 40 (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.
- 6. 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.

7. 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 23 (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.
- 8. Copyright/Trademark/Patent/Ownership. OUSD understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of 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 VENDOR. 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 hereby grants OUSD a royalty-free, perpetual, non-exclusive, nontransferable, license to use, make, have made, copy, modify or disseminate the Work Product created under this AGREEMENT. VENDOR 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 VENDOR. VENDOR may, with OUSD's prior written consent, use OUSD's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 9. 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.
- 10. 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. 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.

- 11. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 12. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) 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.

13. 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.

14. 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.
- 15. 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.

16. 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 corporal punishment, 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.

17. 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) submit to an initial 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 that any employee or VENDOR INDIVIDUAL 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 by Education Code section 44237. When VENDOR performs the criminal background check, it shall immediately provide subsequent arrest and conviction information it receives to OUSD pursuant to the subsequent arrest service. For purposes of this subparagraph, VENDOR shall use either California Department Justice Be 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. VENDOR shall ensure that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony that would prohibit the VENTOR INDIVIDUAL from providing the SERVICES pursuant to Education Code Section 45125.1

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (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.

19. 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.

20. 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.
- 21. 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/).
- 22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. 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.

23. 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.

- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.

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

VENDOR

Name: Jestin Johnson Signature: Jestin Johnson Position: City Administrator Date: February 22, 2024 Approved as to form by City Attorney Name: Malia McPherson Signature: Date: January 17, 2024 OUSD Name: President, Board of Education Position: President (for approvals) Chief/Deputy Chief/Executive Director (for ratifications) Name: Kyla Johnson-Trammell Signature: Malia Johnson-Trammell

Position: Superintendent

Name: ___Lynn Wu

Approved as to form by OUSD Legal Counsel

SERVICES AGREEMENT EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: The City of Oakland through the Department of Violence Prevention ("DVP")

Additional partners include Community-Based Organizations funded by DVP ("CBOs") who are bound by the Agreement and have signed the Addendum in Exhibit B of this Agreement. Any CBOs that join the MOU Entity after the execution of this Agreement will sign and execute an Addendum, copies of which will be distributed to the Parties pursuant to the Legal Notices provision of this Agreement.

1. Roles and Responsibilities

DVP, in collaboration with Community-Based Organizations funded by the DVP ("CBOs") and OUSD, collectively "<u>MOU Entities</u>" and individually "<u>MOU Entity</u>", for the purpose of memorializing each MOU Entity's roles and responsibilities in the School Violence Intervention and Prevention (VIP) Program ("<u>School VIP Program</u>").

The School VIP Program places a team of three individuals from CBOs – one violence interrupter, one gender-based violence specialist, and one youth life coach (school VIP team) – in OUSD schools that are impacted by on-campus and community violence. CBOs hire and supervise staff of the School VIP Program under the general direction and oversight of the DVP. The School VIP Program represents a strong collaboration between Oakland's school district, city government, and community-based organizations to establish community-based solutions to violence impacted high school students.

LEADERSHIP & MANAGEMENT STRUCTURE

The success of the School VIP Program is dependent on strong collaboration and coordination between MOU Entities. Staff who will be involved in implementing the School VIP Program from each MOU Entity are identified below.

DVP

- Chief of Violence Prevention: The chief will provide high-level oversight of the School VIP Program and have final decision-making authority on behalf of the DVP. The chief will also leverage partnerships with city departments and funders to support development and expansion of the program.
- Deputy Chief of Grants, Programs and Evaluation: The deputy chief will provide high-level oversight of School VIP Program activities and grants with CBOs. The deputy chief will lead conversations with OUSD district staff and other City of Oakland departments regarding program implementation and expansion, and she will supervise the DVP's program planners who perform work related to the School VIP

- Program. The deputy chief will also submit and manage grants submitted to sustain or expand the program.
- Program Planner, School VIP Program: The program planner will convene and develop content for the bimonthly School VIP Program meetings, develop protocols and operations manuals to guide implementation of the program, oversee grant agreements with CBOs, and communicate regularly with OUSD and CBO staff to reinforce program expectations and identify solutions to challenges that arise. The program planner will also supervise the program officer.
- Program Officer, School VIP Program: The program officer will provide operational support to school VIP teams, schedule and develop content for meetings and trainings, and perform all grant management functions related to CBO grants, including tracking deliverables, reviewing and processing invoices, and meeting with CBO staff at least monthly to review progress and troubleshoot challenges that arise.
- Program Planner, Data and Evaluation: The program planner will review data entered by CBOs into the DVP's data management system to ensure completeness and accuracy. When needed, the program planner will add additional fields to the system to capture information about new elements of the School VIP Program. The program planner will also extract and summarize data entered for reporting purposes.
- Program Planner, Gender-Based Violence (GBV): The program planner will provide subject matter expertise regarding activities of the GBV specialists and help facilitate collaboration between GBV specialists across teams. The program planner will develop and deliver trainings to school VIP teams related to GBV and will facilitate collaboration and referrals between school VIP teams and agencies funded by the DVP to deliver GBV services.
- Triangle Response Coordinator: The coordinator will communicate with school VIP teams regarding escalating or potential community conflicts that may impact students or school sites. The coordinator will work with violence interrupters on school VIP teams to mediate conflicts involving students and other members of the community, and the coordinator will develop and deliver trainings to school VIP teams related to violence interruption.

OUSD

- High School Network Superintendent: The superintendent will supervise all OUSD high school principals and serve as the primary point of contact for communication between DVP staff and high school administrators.
- Chief of Staff, Office of the Superintendent: The chief of staff will represent the School VIP Program to the superintendent and the OUSD School Board, facilitating discussions with these groups about program implementation and expansion. The chief of staff will also support convenings between the DVP, OUSD, and CBOs, through coordination of and communication to OUSD staff.
- <u>Director, Student Support and Safety</u>: The director will serve as the main point of contact for the DVP regarding School VIP Program implementation. The director will participate in the development of operations manuals and processes for school VIP teams to ensure they are in alignment with OUSD protocols.

- <u>Executive Director, Community Schools and Student Services</u>: The executive director will review any curricula used by school VIP teams to facilitate groups with students.
- High School Behavior Health Program Manager: The program manager will support to school VIP teams by delivering trainings and connecting them to school-based behavioral health service providers for student referrals.
- Program Manager, Violence Prevention: The program manager will serve as an additional point of contact for the DVP regarding School VIP program implementation. In partnership with the director of Student Support and Safety, the program manager will communicate regularly with the Program Officer, School VIP Program to support implementation and troubleshoot challenges that arise.

CBOs

- Executive Director or designee: The executive director will provide general oversight of the organization's staff who participate in the School VIP Program and the organization's grant with the DVP. This will involve ensuring that all grant reporting and invoicing is completed on time and that school VIP team staff are performing work in accordance with their job descriptions and grant deliverables.
- Supervisor(s): The supervisor role(s) will provide direct supervision to school VIP team staff employed by the organization. The supervisor(s) will regularly communicate with school VIP team staff to review their work, troubleshoot challenges that arise, and facilitate opportunities for professional development and mental health care.
- Violence interrupters: Violence interrupters will conduct safety assessments, facilitate mediation conversations, and proactively build relationships with students to foresee and prevent conflicts. They will coordinate with school staff, school VIP team members, and external agencies in the DVP network to connect students to helpful services, and they will work with the DVP's Triangle Response Coordinator to address community conflicts that are impacting students.
- <u>Life coaches</u>: Life coaches will develop and cultivate intensive one-to-one mentor relationship (6-9 months) with those who have created or been victims of violence (caseload of 12-15 students). They will use coaching strategies that help students set and achieve goals that reduce high-risk behaviors, improve family dynamics, increase motivation, and address limiting or unhealthy beliefs.
- GBV specialists: GBV specialists will deliver workshops to students on dating violence, stalking, sexual harassment, sexual assault, and commercial sexual exploitation. They will also provide service referrals and short-term care management to students impacted by GBV.

RESPONSIBILITIES AND EXPECTATIONS

Under this Agreement, the DVP agrees to:

- Develop and maintain a current manual of operating procedures for the School VIP
 Program that incorporates feedback from OUSD, CBOs, and other stakeholders.
- Convene bi-monthly meetings of school VIP teams, CBO supervisors, and OUSD key personnel to coordinate program activities and deliver training.

- Oversee the activities of school VIP team staff to ensure fidelity to established models' and consistency across school sites.
- Execute and manage grants with CBOs, including reviewing quarterly deliverables and processing invoices.
- Collect, collate, and submit timely performance data, semi-annual progress reports, and quarterly financial reports to funders.
- Work collaboratively with OUSD to ensure that the School VIP Program aligns with OUSD's safety priorities.
- Facilitate ongoing communication and decision-making between the DVP, OUSD, and CBOs related to the School VIP Program.
- Oversee and approve any changes or modifications to the School VIP Program following consultation with OUSD and CBOs.
- Leverage contracts with other community organizations for violence prevention and intervention services related to group violence, GBV, and community healing, to support the School VIP Program.
- Facilitate communication and partnership with other City of Oakland departments and the Mayor's Office to operate and expand the School VIP Program.
- Ensure that CBOs selected to work in OUSD meet all requirements required by CBOs in this Agreement.

Under this Agreement, OUSD agrees to:

- Work collaboratively with the DVP to ensure that the School VIP Program aligns with OUSD's safety priorities.
- Ensure that school and district staff have all necessary information about the School VIP Program and are available to attend necessary trainings and meetings.
- Provide feedback to inform the development of protocols and procedures for the School VIP Program, as well as ongoing program implementation.
- Provide data to the DVP or a third-party evaluation to support evaluation of the School VIP Program (terms to be identified in separate data-sharing agreements).
- Designate key personnel to participate in bi-monthly program meetings and all other meetings related to the School VIP Program.
- Leverage relationships with other community organizations to provide needed services to students impacted by violence.

Under this Agreement, CBOs agree to:

- Perform all activities related to implementation of the School VIP Program that are outlined in DVP grant agreements and job descriptions for school VIP team staff.
- Provide quarterly progress and financial reports to the DVP and communicate regularly with DVP staff in accordance with their grant agreements.
- Provide feedback to inform the development of protocols and procedures for the School VIP Program, as well as ongoing program implementation.
 - Designate key personnel to participate in bi-monthly program meetings and all other meetings related to the School VIP Program.

- Leverage relationships with other community organizations to provide needed services to students impacted by violence.
- 2. Term.
 - a. This AGREEMENT shall start on the below Start Date.

Start Date: January 1, 2024

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. 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: June 30, 2026
- 3. Compensation. VENDOR may impose the following costs on families and students: None, not applicable.
- 12. 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

VENDOR

Name/Dept: City of Oakland Department of Violence Prevention

Address: 250 Frank Ogawa Plaza City, ST Zip: Oakland, CA 94612

Phone: (510) 238-3763

Email: oaklanddvp@oaklandca.gov

16. 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.					

17. 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

	☑ Tuberculosis Screening.
	☑ Fingerprinting/Criminal Background Investigation.
19.	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.
	\square No, the SERVICES would not be able to continue.

waiver even if otherwise properly given.

23. Indemnification

- To the furthest extent permitted by California law, CBO 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 CBO's performance of this AGREEMENT. CBO 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 CBO arising out of the performance of this AGREEMENT. CBO shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at CBO's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CBO proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless CBO and CBO 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 CBO and CBO INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
- c. To the furthest extent permitted by California law, CBO shall indemnify, defend and hold harmless DVP, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("DVP 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 CBO's performance of this AGREEMENT. CBO also agrees to hold harmless, indemnify, and defend DVP Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to CBO arising out of the performance of this AGREEMENT. CBO shall, to the fullest extent permitted by California law, defend DVP Indemnified Parties at CBO's own expense, including attorneys' fees and costs, and DVP shall have the right to accept or reject any legal representation that CBO proposes to defend DVP Indemnified Parties.
- d. To the furthest extent permitted by California law, DVP shall indemnify, defend, and hold harmless CBO and CBO INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of DVP's performance of this AGREEMENT. DVP shall, to the fullest extent permitted by California law, defend CBO and CBO INDIVIDUALS at DVP's own expense, including attorneys' fees and costs.
- 31. Integration/Entire Agreement of Parties. The CBO agrees to be bound to the terms of this agreement and the corresponding Grant Agreement between DVP and CBO. To the extent there is any conflict between this Agreement and the Grant Agreement, the Grant Agreement will govern for purposes of grant payments. This AGREEMENT may be amended or modified only by a written instrument executed by all PARTIES.

EXHIBIT B

ADDENDUM TO OUSD NO COST SERVICES AGREEMENT

(Paragraph numbers in Exhibit B corresponds to the applicable Paragraph number in this Agreement.)

By signing this agreement, CBOs agree to be bound by all terms that apply to "VENDOR" DVP in the Services Agreement, except as to the sections that are modified below and to the Roles and Responsibilities of CBOs in Exhibit A to the Services Agreement.

5. Termination

a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to CBO. 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. CBO shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

12. 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

VENDOR

Name/Dept: City of Oakland Department of Violence Prevention

Address: 250 Frank Ogawa Plaza City, ST Zip: Oakland, CA 94612

Phone: (510) 238-3763

Email: oaklanddvp@oaklandca.gov

CBOs

East Bay Asian Youth Center Address: 2035 E 12th St. City, ST Zip: Oakland, 94606

Contact: Gianna Tran, gianna@ebayc.org

Youth ALIVE!

Address: 3300 Elm St

City, ST Zip: Oakland, CA 94609

Contact: John Torres, jtorres@youthalive.org

Communities United for Restorative Youth Justice

Address: 1946 Embarcadero City, ST Zip: Oakland, CA 94601

Contact: Ricardo Garcia-Acosta, racosta@curyj.org

Family Violence Law Center Address: 470 27th St

City, ST Zip: Oakland, CA 94612 Contact: Erin Scott, escott@fvlc.org

Restorative Justice for Oakland Youth

Address: 1733 Broadway City, ST Zip: Oakland, CA 94612

Contact: Teiahsha Bankhead, teiahsha@rjoyoakland.org

Community & Youth Outreach Inc.

Address: PO Box 19500

City, ST Zip: Oakland, CA 94619

Contact: Tiffini Jones, tjones@cyoinc.org

Student Program for Academic and Athletic Conditioning

Address: 360 Grand Ave #371 City, ST Zip: Oakland, CA 94610

Contact: Harold Pearson, harold@spaat.org

17. 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
IND	IVIDUALS will	have no in-	person co	ontact with	n OUSD stu	ıden	ts.		

☐ Fingerprinting/Criminal Background Investigation. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (inperson or virtual).

23. Indemnification

a. To the furthest extent permitted by California law, CBO 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 CBO's performance of this AGREEMENT. CBO 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 CBO arising out of the performance of this

- AGREEMENT. CBO shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at CBO's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CBO proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless CBO and CBO 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 CBO and CBO INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
- c. To the furthest extent permitted by California law, CBO shall indemnify, defend and hold harmless DVP, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("DVP 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 CBO's performance of this AGREEMENT. CBO also agrees to hold harmless, indemnify, and defend DVP Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to CBO arising out of the performance of this AGREEMENT. CBO shall, to the fullest extent permitted by California law, defend DVP Indemnified Parties at CBO's own expense, including attorneys' fees and costs, and DVP shall have the right to accept or reject any legal representation that CBO proposes to defend DVP Indemnified Parties.
- d. To the furthest extent permitted by California law, DVP shall indemnify, defend, and hold harmless CBO and CBO INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of DVP's performance of this AGREEMENT. DVP shall, to the fullest extent permitted by California law, defend CBO and CBO INDIVIDUALS at DVP's own expense, including attorneys' fees and costs.
- 31. Integration/Entire Agreement of Parties. The CBO agrees to be bound to the terms of this agreement and the corresponding Grant Agreement between DVP and CBO. To the extent there is any conflict between this Agreement and the Grant Agreement, the Grant Agreement will govern for purposes of grant payments. This AGREEMENT may be amended or modified only by a written instrument executed by all PARTIES.

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

		VENDOR	
Name: _	Jestin Johnson	Signature: Jestin Johnson (Feb 22, 2024 17:20 PST)	

Position: <u>City Administrator</u>	Date:February 22, 2024
Approved as to form by City Attorney Name: Malia McPherson Signature	re: <u>Adia J. Mch</u> Date: January 17, 2024
	OUSD
Name: Benjamin Davis	Signature:
Position: President, Board of Education	Date:
☑ Board President (for approvals)	
☐ Chief/Deputy Chief/Executive [Director (for ratifications)
Name: <u>Kyla Johnson-Trammell</u>	Signature:
Donition, Consulation don't	Data
Position: <u>Superintendent</u>	Date:
Approved as to form by OUSD Legal Counsel	
Name: Jenine Lindsey Signatur	re: Jenine A. Lindsey Date: Jan. 23, 2024
Asst. General Counsel Interim General Counsel	e. January Date
	CBOs
East Bay Asian Youth Center, a California nonp Corporation No. 1232109.	profit public benefit corporation, California
David Kakishiba Signed: David Kakishiba (Jan 26, 2024 15:47 PST)	Print Name:David Kakishiba
Position: <u>Executive Director</u>	Date:
Youth ALIVE!, a California nonprofit public ber 1800892.	nefit corporation, California Corporation No.

OUSD No Cost Services Agreement - Exhibit B Page 5 of 5

Joseph Griffin Signed: Joseph Griffin (Jan 26, 2024 15:3:	1 DCT)	Print Name: Joseph Griffin	
51811Cu. <u>Joseph Griffin (Jan 26, 2024</u> 15:3.	1 (2)	rint Name.	
Position: Executive D)irector	_{Date:} Jan 26, 2024	
Family Violence Law Center, Corporation No. 0891364.	a California nonprofit p	ublic benefit corporation, California	
Erin Scott Signed: Erin Scott (Jan 26, 2024 15:20 P	ST)	Print Name: Erin Scott	
Position: Executive D	Director	Date:	
Restorative Justice for Oakla California Corporation No. 4		onprofit public benefit corporation,	
Signed: Teiahsha Bankhead (Jan 26, 202	24 14:52 PST)	Print Name:Teiahsha Bank	head
Position: <u>Executive C</u>	Director	Jan 26, 2024 Date:	
Community & Youth Outrea Corporation No. 3340966.	ch Inc. , a California nonp	profit public benefit corporation, Cali	fornia
Anne C Mark Signed: Anne C Marks (Interim ED) (Jan	s (Interim ED)	Print Name: Anne C Marks (In	terim ED)
Position: <u>Executive D</u>	Director	Jan 27, 2024 Date:	
Student Program for Acader corporation, California Corpo		oning, a California nonprofit public be	enefit
Signed: Harold Pearson (Jan 26, 2024 16	5:11 PST)	Print Name: Harold Pearson	
Position: Executive [Director	Date: Jan 26, 2024	

OUSD No Cost Services Agreement - Exhibit B Page 6 of 5

Communities United for Restorative Youth Justice, a California nonprofit public benefit corporation, California Corporation No. 3355804.

Signed: George	Galvis (Jan 26, 2024 15:14 PST)	Print Name: George Galvis		
Position:	Executive Director	Date: Jan 26, 2024		

OUSD - Oakland DVP Agreement for Services (No Cost)_01.24.24 - FINAL

Final Audit Report

2024-01-27

Created:

2024-01-26 (Pacific Standard Time)

By:

Vanessa Floyd-Rodriguez (VFloyd-Rodriguez@oaklandca.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAR87Xsj7JtctqVPdb70f1sOwRHR3FcMdP

"OUSD - Oakland DVP Agreement for Services (No Cost)_01.24 .24 - FINAL" History

- Document created by Vanessa Floyd-Rodriguez (VFloyd-Rodriguez@oaklandca.gov) 2024-01-26 2:32:03 PM PST- IP address: 24.6.34.211
- Document emailed to Erin Scott (escott@fvlc.org) for signature 2024-01-26 2:35:30 PM PST
- Document emailed to Teiahsha Bankhead (teiahsha@rjoyoakland.org) for signature 2024-01-26 2:35:30 PM PST
- Document emailed to harold@spaat.org for signature 2024-01-26 2:35:30 PM PST
- Document emailed to ed@cyoinc.org for signature 2024-01-26 2:35:30 PM PST
- Document emailed to George Galvis (ggalvis@curyj.org) for signature 2024-01-26 2:35:31 PM PST
- Document emailed to David Kakishiba (junji@ebayc.org) for signature 2024-01-26 2:35:31 PM PST
- Document emailed to Joseph Griffin (jgriffin@youthalive.org) for signature 2024-01-26 2:35:31 PM PST
- Email viewed by Teiahsha Bankhead (teiahsha@rjoyoakland.org) 2024-01-26 2:35:36 PM PST- IP address: 66.249.84.66
- Email viewed by Erin Scott (escott@fvlc.org) 2024-01-26 - 2:35:39 PM PST- IP address: 157.131.19.188



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- Email viewed by David Kakishiba (junji@ebayc.org)
 2024-01-26 2:49:52 PM PST- IP address: 104.28.124.105
- Document e-signed by Teiahsha Bankhead (teiahsha@rjoyoakland.org)
 Signature Date: 2024-01-26 2:52:46 PM PST Time Source: server- IP address: 107.116.89.100
- Email viewed by George Galvis (ggalvis@curyj.org) 2024-01-26 3:14:32 PM PST- IP address: 74.125.210.172
- Document e-signed by George Galvis (ggalvis@curyj.org)

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- Document e-signed by Erin Scott (escott@fvlc.org)

 Signature Date: 2024-01-26 3:20:39 PM PST Time Source: server- IP address: 157.131.19.188
- Email viewed by Joseph Griffin (jgriffin@youthalive.org) 2024-01-26 3:28:52 PM PST- IP address: 67.188.88.16
- Document e-signed by Joseph Griffin (jgriffin@youthalive.org)

 Signature Date: 2024-01-26 3:31:48 PM PST Time Source: server- IP address: 67.188.88.16
- Document e-signed by David Kakishiba (junji@ebayc.org)

 Signature Date: 2024-01-26 3:47:17 PM PST Time Source; server- IP address: 192.184.187.114
- Email viewed by harold@spaat.org 2024-01-26 4:11:10 PM PST- IP address: 172.59.128.235
- Signer harold@spaat.org entered name at signing as Harold Pearson 2024-01-26 4:11:46 PM PST- IP address: 172.59.128.235
- Document e-signed by Harold Pearson (harold@spaat.org)

 Signature Date: 2024-01-26 4:11:48 PM PST Time Source: server- IP address: 172.59.128.235
- Email viewed by ed@cyoinc.org
 2024-01-27 11:54:09 AM PST- IP address: 66.249.84.69
- Signer ed@cyoinc.org entered name at signing as Anne C Marks (Interim ED) 2024-01-27 2:20:45 PM PST- IP address: 192.184.255.54
- Document e-signed by Anne C Marks (Interim ED) (ed@cyoinc.org)

 Signature Date: 2024-01-27 2:20:47 PM PST Time Source: server- IP address: 192.184.255.54
- Agreement completed.
 2024-01-27 2:20:47 PM PST

OUSD - Oakland DVP Agreement for Services (No Cost)_01.24.24 - FINAL - Signed by CBOs (005)

Final Audit Report

2024-02-22

Created:

2024-02-22 (Pacific Standard Time)

By:

LaTonya Bannister (LBannister@oaklandca.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAXcO8ZfEceTQ9ah7YpWI4rclcsJZ32egy

"OUSD - Oakland DVP Agreement for Services (No Cost)_01.24 .24 - FINAL - Signed by CBOs (005)" History

- Document created by LaTonya Bannister (LBannister@oaklandca.gov) 2024-02-22 12:28:54 PM PST
- Document emailed to Jestin Johnson (JDJohnson@oaklandca.gov) for signature 2024-02-22 12:29:53 PM PST
- Document e-signed by Jestin Johnson (JDJohnson@oaklandca.gov)
 Signature Date: 2024-02-22 5:20:32 PM PST Time Source: server
- Agreement completed. 2024-02-22 - 5:20:32 PM PST