



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-0832
Introduction Date	5/24/23
Enactment Number	23-0896
Enactment Date	5/24/2023 CJH

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** May 24, 2023

**Subject** Amendment to Services Agreement 2022-2023 with Community Initiatives

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

**Background and Recommendation**      *On January 26, 2023, the vendor and District entered into an agreement for vendor to customize a design lab for students who would be working as interns to support K-8 Expanded Learning programs as well as training adult After School Program mentors on how to provide mentoring to youth.*

*With this amendment, vendor will implement a youth peer mentoring program in the Spring and, during Summer “Ready Week,” vendor will directly engage youth in teambuilding activities, peer mentoring design and training, journal writing, design labs, and closure activities at no additional cost to the District or families.*

*Many mentoring and youth development programs have staff positions established for youth. Giving those we serve positions in our organizations is a powerful way to include them in the work. Not only do they have an insight few of adults bring, but they can engage their community of peers in ways that adults can’t. They are indispensable as community liaisons, and most organizations that have youth staff spend very little time recruiting youth into their programming.*

**Term**                                      Start Date: 1/26/23                                      End Date: 6/30/23

**Not-To-Exceed Amount**                      \$70,000.00

**Competitively Bid**

No

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$99,100, list the exception(s) that applies (requires Legal review/approval and may require a resolution):  
Exception: Specialized services

**In-Kind Contributions**

*None*

**Funding Source(s)**

*Resource 2600 – Expanded Learning Opportunities Program in the amount of \$70,000.00*

**Attachment(s)**

- Amendment No. 1, Services Agreement 2022-2023
- Original Agreement, Enactment No. 23-0456

**AMENDMENT NO. 1**  
to  
**Services Agreement 2022-2023**

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”):  
Community Initiatives
- The Parties entered into the Original Agreement on the below date:  
January 26, 2023
- The Enactment Number of the Original Agreement is below:  
23-0456

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

1. **Services:**  The scope of work of the (Amended) Agreement is

unchanged.

X 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

X VENDOR agrees to provide the following amended services:

Vendor will implement a youth peer mentoring program during the Spring and, during Summer “Ready Week,” vendor will engage youth in teambuilding activities, peer mentoring design and training, journal writing, design labs, and closure activities.

2. **Term** (duration): X 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:

\$Click or tap here to enter text..

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  
\$Click or tap here to enter text..

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 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

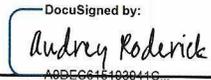
notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

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: Audrey Roderick

Signature: 

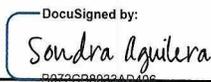
Position: Associate Director of Client Services

Date: 4/4/2023

*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: Sondra Aguilera

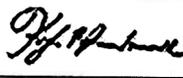
Signature: 

Position: Chief Academic Officer

Date: 4/4/2023

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

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 5/25/2023

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CalNonprofits Insurance Services 1500 41st Avenue, Suite 228 Capitola CA 95010	<b>CONTACT NAME:</b> Cherokee Moit	
	<b>PHONE (A/C No. Ext):</b> 831-824-5031	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> cherokee@cal-insurance.org		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Nonprofits Insurance Alliance of California		10023
<b>INSURED</b> Community Initiatives 1000 Broadway, Suite 480 Oakland CA 94607	<b>INSURER B :</b> American Guarantee & Liability Insurance Company	26247
	<b>INSURER C :</b> Underwriters at Lloyds, London	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1776073997

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2022-06730	10/30/2022	10/30/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-06730	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			2022-06730-UMB	10/30/2022	10/30/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC571033502	6/30/2022	6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Social Service Professional			2022-06730	10/30/2022	10/30/2023	Each Occ./Aggregate	\$1Mill/\$2Mill
A	Improper Sexual Conduct and Abuse			2022-06730	10/30/2022	10/30/2023	Each Occ./Aggregate	\$1Mill/\$2Mill
C	Cyber Liability			ESL0039549576	10/30/2022	10/30/2023	Policy Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All projects of Community Initiatives are included

Oakland Unified School District is included as Additional Insured with respect to General Liability as required by written contract per Endorsement Form(s) CG 20 26 attached.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Attn: Risk Management  
 1000 Broadway Suite 440  
 Oakland CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>  Oakland Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



March 28, 2023

To: Oakland Unified School District

This letter is to confirm that all Community Initiatives/Mentor CA employees working at all Oakland sites will be fingerprinted/criminal background checked and cleared by the Department of Justice and the FBI, and have TB clearance before beginning work at OUSD sites.

Sincerely,

A handwritten signature in black ink that reads "Rula Adranly". The signature is written in a cursive, flowing style.

Rula Adranly  
HR Business Partner

ANNUAL REPORT 2021

# CELEBRATION OF EXCELLENCE

*25 years*

IN SERVICE TO GREAT IDEAS

## Community Initiatives

Celebrating 25 Years

# ENDURE, PIVOT, ADAPT & *build for the future*

The past two years have strained our social safety net in ways many of us have never encountered. In response, Community Initiatives and our Fiscally Sponsored Projects (FSPs) have created new strategies not just to endure, but to pivot, adapt, and build for the future. By continually placing our focus on long-term community relationships and the people who nurture them, Community Initiatives weathered what we hope was the worst of the pandemic and had the strongest year on record, with \$38M in total assets.

This places Community Initiatives in an even stronger position to build resilience for the future while the COVID-19 pandemic still presents unprecedented logistical, emotional, and economic hurdles. Despite these challenges, our remarkable staff persisted and delivered on our commitment to continuous improvement. We scaled up and stepped up to meet needs locally, nationally, and globally. We stayed on track with our Enterprise Resource Planning to maximize our infrastructure. We upgraded our IT and fully transitioned to efficient work-from-home solutions. And despite it all, we continued our five-year trend of expanding our assets year-over-year.

We are proud to report back on several positive indicators for the past five years. Since 2017 we have experienced year-over-year growth in our FSP satisfaction rating, and phenomenal growth in the total number of employees (to 359) and FSPs (to 114). We have also expanded our operational footprint from three states to twenty-seven, and now have project support staff in four countries.

Each of these steps forward was carefully planned and designed to meet needs presented by local communities. As we expand and reposition our organization as an integral part of a global community, we ground ourselves in our mission: *in service to great ideas*. This dedication is vital to remaining a trusted and reliable partner as the very nature and structure of fiscal sponsorship evolves, and funders look to take bigger risks in response to expanding needs.

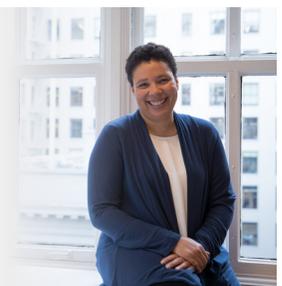
We invite you to learn more about our history and impact over the past two decades in our twenty-fifth anniversary feature section later in the report. This unique moment offers us an even richer opportunity to reflect on and learn from our twenty-five years *in service to great ideas*. It also reminds us of how vital it is to celebrate our successes as we work together to build a more just, equitable, and sustainable future.

Sincerely,

*Ruth Williams*

Ruth Williams, President and CEO

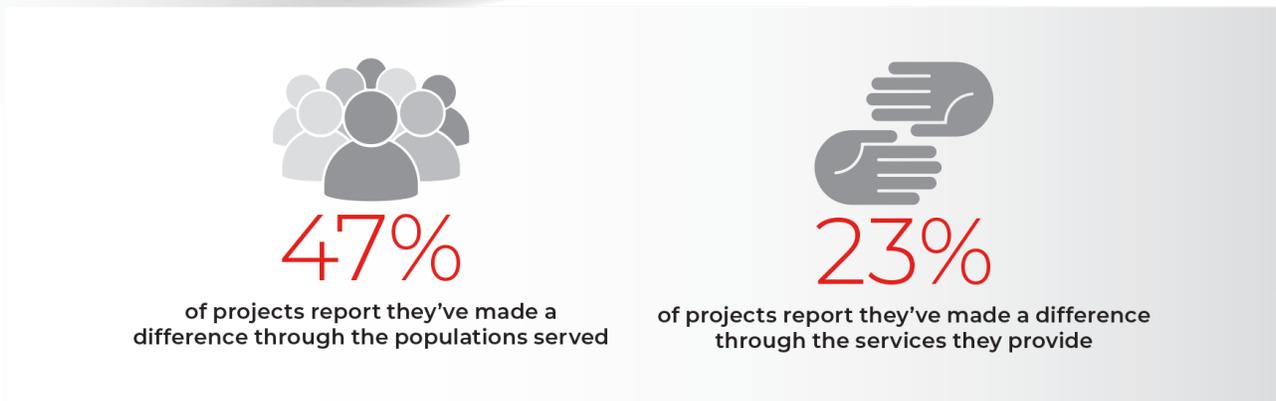
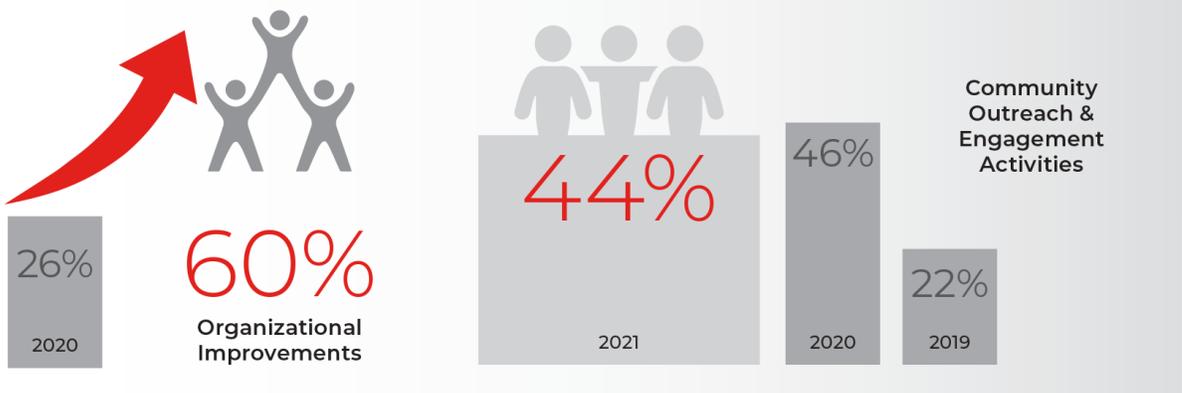
*This unique moment offers us an even richer opportunity to reflect on and learn from our twenty-five years in service to great ideas.*



# SUCCESSSES

*from our projects*

Every year we conduct an independent survey of our Projects and ask them about their biggest successes. In 2021, Projects shared successes and improvements in the following areas:



TWENTY-FIVE YEARS AGO, A GROUP OF SAVVY NONPROFIT PROFESSIONALS CAME TOGETHER UNDER THE BANNER OF THE SAN FRANCISCO FOUNDATION WITH A GREAT IDEA: TO ESTABLISH A COMPREHENSIVE FISCAL SPONSORSHIP AGENCY DEFINED BY EFFICIENCY AND INTEGRITY. AS PART OF OUR TWENTY-FIFTH ANNIVERSARY CELEBRATION, WE INTERVIEWED SOME OF THE PEOPLE WHO HELPED BUILD THE THRIVING ORGANIZATION WE CELEBRATE TODAY AS COMMUNITY INITIATIVES.



"In 1987, The Council on Foundations actually wrote an essay on fiscal agents - 'A Trap for the Unwary,'" recalls Greg Colvin, one of the pioneering visionaries who helped found what is now known as Community Initiatives. First housed within the San Francisco Foundation, and then known as the San Francisco Community Initiatives Fund, Community Initiatives was founded in 1996 as a beacon of best practices in the burgeoning fiscal sponsorship field - and our long history of stability and reliable breadth of services were always defining values.

Jan Masaoka, also a Community Initiatives founding board member, highlighted the organization's intentionally thoughtful approach that included a close review of projects and insistence that a Fiscally Sponsored Project (FSP) have more than one person responsible for its accountability and programming. Additionally, there was an insistence that an FSP's purpose was truly for the public good. "People wanted to create non-profits for very private purposes - so culling through those helped define Community Initiatives." A long-time leader in the Bay Area nonprofit community, Masaoka's involvement, along with the contributions of Bill Powers, David Barlow, Ted Singer, John Kreidler, Greg Colvin, and many others, helped bolster the organization's credibility from the start.

Whether those were challenges or opportunities, simple or complex, Community Initiatives was dedicated to meeting the need. For example, in 2005 Community Initiatives provided the critical operational link that supported public access expansion and created a more inclusive civic space in San Francisco's Golden Gate Park.

With the help of early expert guidance, by 2008, Community Initiatives had nearly \$21M in total assets. Then, a strong and stable organization, it separated from the San Francisco Foundation and moved to 354 Pine Street. This new independence ultimately allowed the organization to fully realize its mission and expand

its impact to the community at large; Community Initiatives had grown to serve eighty-five projects in California and beyond. Then board member Frances Phillips underscores the idea that Community Initiatives was already a local bedrock presence at the forefront of community change. “That excited me the most about Community Initiatives – we had a birds eye view of the new things that were popping up.”

Though FSP management remains at the core of operations, Community Initiatives has also acted as a critical collaborator for groundbreaking public-private partnerships including the Laguna Honda Hospital Foundation, and the recent multi-million-dollar COVID-19 Emergency Response Fund anchored by the Silicon Valley Community Foundation, and in collaboration with the Alameda County Public Health Department.

Providing support to projects that otherwise might never have gotten off the ground (for example, widely loved Palomacy Pigeon and Dove Adoptions), is a consistent theme in any conversation regarding Community Initiatives’ enduring impact. But staff and board members return time and again to the lasting experience of shared learning and mutual regard. “I take away a lot of respect for other board members.... people who really cared about what they were doing, and were thoughtful about it,” John Kreidler emphasized.

Prudy Kohler, Former Director of Fiscally Sponsored Projects and Philanthropic Services at Community Initiatives, recalls her connection with then-CEO Melanie Beene as one of her favorite aspects of working at Community Initiatives, along with a sense of good-humored camaraderie in the San Francisco Office. “The old office on Pine Street was on the seventh floor and often the elevator was non-functional; we, as staff, decided that we wanted to use this opportunity for physical fitness. Every day at three p.m. we would walk down the stairs, walk up, walk down, walk up... It was time

to kind of kick back, we could have conversations, a casual get-together. We did it just about every day.” Staff cohesion served the organization well through the 2008 financial crisis and the resulting years-long economic down-turn. To endure, Community Initiatives relied on its core strengths: strong leadership, provision of ethical and efficient services, and investment in deep community connections.

As the larger economy and FSPs built strategies to adapt, Community Initiatives once again began to grow and evolve. In 2011, Community Initiatives expanded their national reach by adding JunctionHouse Commons in Seattle, WA, and North American Primate Sanctuary in Ohio. In 2012, we added administrative staff to meet expanding project needs, kicking off a still-active period of stability and growth.

By 2018, Community Initiatives had over \$31M in assets and moved across the Bay to newly renovated offices in Oakland. Relocating was a good business decision, states former board member Sarah Bacon. “Rents in San Francisco were skyrocketing. We did what a lot of projects were doing. It was difficult, but as an organization we could be more effective and help more people by saving on rent while continuing to see the same quality of work.” She goes on to praise the current CEO and President, Ruth Williams, as a vital piece of the leadership puzzle. “Ruth is a shining example... a testament to the longevity of Community Initiatives.”

Today, Community Initiatives stands ready as ever *in service to great ideas*, to address the escalating economic and existential crises facing our communities. “The place of fiscal sponsorship in emerging political movements for social change has become a fact of life. But the key is professional management; this is what the twenty-five-year history at Community Initiatives has demonstrated,” concludes Greg Colvin.

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# CELEBRATION OF EXCELLENCE

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25 years

IN SERVICE TO GREAT IDEAS

1996

- Community Initiatives inception (housed at the San Francisco Foundation)
- Number of projects: 72 coming out of the San Francisco Foundation



**COMMUNITY  
INITIATIVES**  
IN SERVICE TO GREAT IDEAS

2008

- First logo a creation of (logo, color)
- look & feel
- Added 25 p
- Financial c

2002

- Launch of the 9/11 Fund (a big push for crowdfunding and fundraising)

2009

- 116
- Fir: pro Cou Equ adv LBO inte from hea Wa

2000

- .com crash
- First location - 354 Pine Street, San Francisco (This was Community Initiatives first standalone office)



2006

- Community Initiatives' current bylaws written (Revised the founding constitution - these are the rules that Community Initiatives established and follows for self-governance)



1996

David Barlow, First Executive Director



2007 to 2014

Melanie Beene, President & CEO

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GTQ+ rights  
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adquarters in  
shington, DC

**2012**

- 96 projects

**2013**

- 107 projects

**2014**

- Evelyn & Walter Haas Jr. Fund partners with Community Initiatives to support their efforts to improve the communications and strategic messaging work of their grant partners  
- 109 projects

**2017**

- 87 projects

**2018**

- 93 projects  
- Moved to Oakland, logo 2



**2019**

- 86 projects



**2011**

- Community Initiatives expanded their national reach by adding JunctionHouse Commons in Seattle, WA, and North American Primate Sanctuary in Ohio  
- First international project (Dalai Lama Fellows)  
- 107 projects

**2021**

- 25th Anniversary, new logo  
- 115 projects

**2020**

- Covid-19 Emergency Response Fund (a partnership with the Silicon Valley Community Foundation and Alameda County Public Health Department)  
- 105 projects

**2010**

- Laguna Honda Hospital Foundation helped open a new skilled nursing and rehabilitation center, which served as a national model  
- 95 projects



**2014 to 2017**

Theresa Fay-Bustillos,  
President & CEO

**2017 to present**

Ruth Williams,  
President & CEO

2021  
COLLECTIVE  
*impact*

TOGETHER, OUR PROJECTS SERVED OVER

*654,653* PEOPLE

*359*

TOTAL NUMBER OF EMPLOYEES  
SUPPORTED BY COMMUNITY  
INITIATIVES' HR DEPARTMENT FOR  
ALL OR PART OF THE YEAR

TOTALLING  
*114*

WE WELCOMED

*22 new*  
PROJECTS



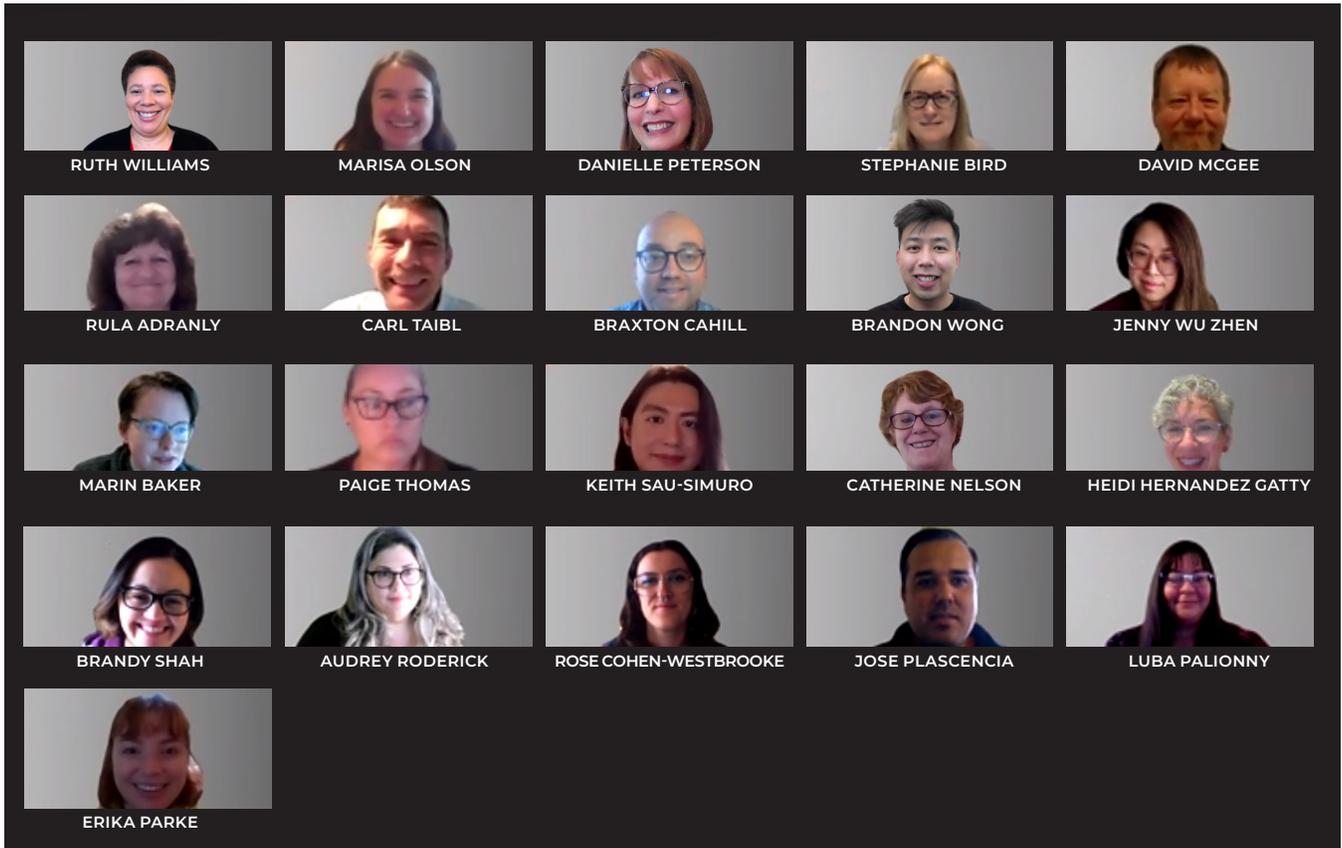
"I FEEL PROUD TO BE ASSOCIATED WITH AN ORGANIZATION LIKE COMMUNITY INITIATIVES THAT OPERATES WITH EXCELLENCE AND VALUES OUT FRONT. THANK YOU TO THE ENTIRE LEADERSHIP AND STAFF TEAM AND TO THE BOARD OF DIRECTORS FOR ALL YOU'VE DONE DURING THIS CHALLENGING TIME TO BE OF SERVICE TO OUR PROJECT."

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*People Power Project*



## STAFF



### CEO'S OFFICE

**Ruth Williams**, *President & CEO*

**Marisa Olson**, *Executive Assistant & Board Liaison*

### MARKETING & COMMUNICATIONS

**Danielle Peterson**, *Brand Marketing Manager*

**Stephanie Bird**, *Digital Marketing Specialist*

### HUMAN RESOURCES

**David McGee**, *Vice President Of Human Resources & Operations*

**Rula Adranly**, *Human Resources Business Partner*

### FINANCE

**Carl Taibl**, *Chief Financial Officer*

**Braxton Cahill**, *Controller*

**Brandon Wong**, *Project Accountant*

**Jenny Wu Zhen**, *Project Accountant*

**Marin Baker**, *Project Accountant*

**Paige Thomas**, *Project Accountant*

**Keith Sau-Simuro**, *Staff Accountant*

**Catherine Nelson**, *Senior Payroll Administrator*

### CLIENT SERVICES

**Heidi Hernandez Gatty**, *Vice President of Client Services*

**Brandy Shah**, *Legal Director Of Client Services*

**Audrey Roderick**, *Senior Client Services Manager*

**Rose Cohen-Westbrooke**, *Client Services Manager*

**Jose Plascencia**, *Client Services Manager*

**Luba Paliorny**, *Client Services Manager*

**Erika Parke**, *Grant Specialist*

## BOARD OF DIRECTORS

**Phillippe Wallace**, *Chair*

**Maya Tussing**, *Treasurer*

**Dee Dee Mendoza**, *Secretary*

**Steve Barton**

**Betsy Block**

**Janet Camarena**

**Mary Ann J. Fake**

**Abbas Mooloo**

**Loren Pogir**

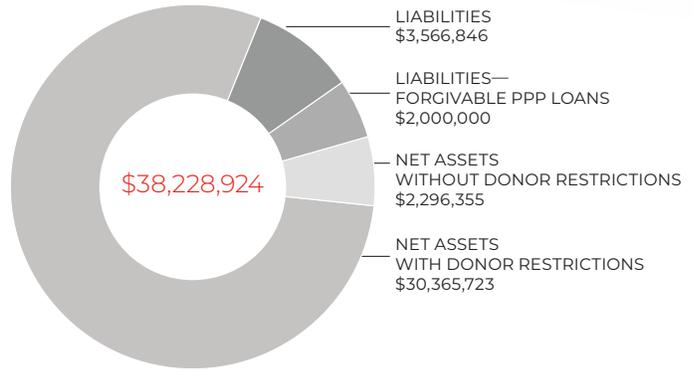
**Barbara Rhomberg**

**Robert L. Weiner**

# 2021 FINANCIAL REPORT

## STATEMENT OF FINANCIAL POSITION

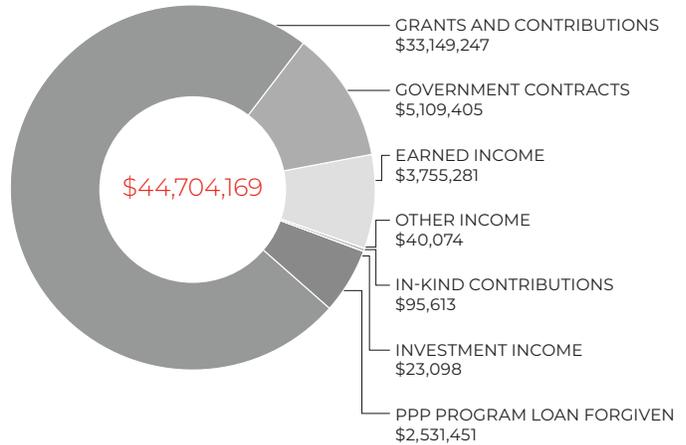
Total Assets	<u>\$38,228,924</u>
Liabilities	3,566,846
Liabilities—Forgivable PPP Loans	<u>2,000,000</u>
<b>NET ASSETS:</b>	
Without donor restrictions	2,296,355
With donor restrictions	<u>30,365,723</u>
Total Net Assets	<u>32,662,078</u>
TOTAL Liabilities and Net Assets	<u>\$38,228,924</u>



## STATEMENT OF ACTIVITIES

### REVENUE AND SUPPORT:

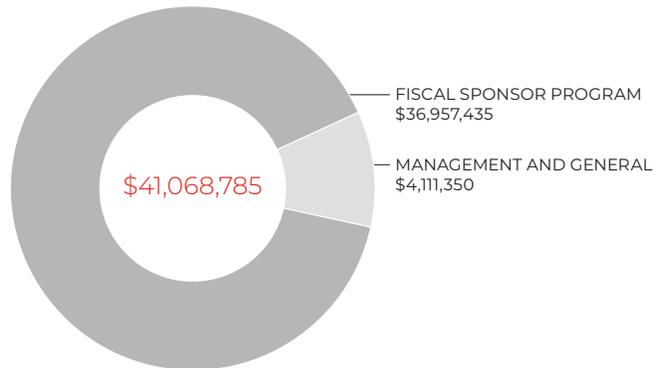
Grants and Contributions	<u>\$33,149,247</u>
Government Contracts	5,109,405
Earned Income	3,755,281
Other Income	40,074
In-kind Contributions	95,613
Investment Income	23,098
Forgiveness of Paycheck Protection Program	
Program Loan	<u>2,531,451</u>
TOTAL Revenue and Support	<u>\$44,704,169</u>



NET ASSETS TRANSFERRED IN \$545,529

### EXPENSES:

Fiscal Sponsor Program	<u>\$36,957,435</u>
Management and General	<u>\$4,111,350</u>
Change in Net Assets	
Net Assets, Beginning of Year	\$28,481,165
Net Assets, End of Year	<u>\$32,662,078</u>



“I DO RECOMMEND CI TO FOLKS. THE EASE OF MANAGING PUBLIC CONTRACTS IS A BIG PLUS.”



“CI has made a positive difference in our work by providing us with essential, backend services that are of high quality and contribute to the confidence that funders and supporters have for Latino Outdoors.”

*Latino Outdoors*

“We continue to be grateful for the ability to outsource administrative functions so we can focus on the mission work, which increases our job satisfaction, energy and enthusiasm, and ability to be efficient.”

*The Fund for People in Parks*



Board Office Use: Legislative File Info.	
File ID Number	23-0397
Introduction Date	03/08/2023
Enactment Number	23-0456
Enactment Date	03/08/2023



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** March 8, 2023

**Subject** Service Agreement 2022-2023

**Contractor:** Community Initiatives, Oakland, CA

**Services for:** 922-Community Schools and Student Services Department

**Action Requested and Recommendation** Ratification by the Board of Education of a Services Agreement 2022-2023 by and between the District and Community Initiatives, Oakland, CA, for the latter to provide: vendor will customize a design lab for students who will be working as interns to support TK-8 expanded learning programs as well as train ASP mentors on how to provide mentoring to youth for the period of January 26, 2023 through June 30, 2023 in an amount not to exceed \$70,000.00.

**Background**  
*(Why do we need these services. Why have you selected this vendor?)*

There is no uniform mentoring program for Expanded Learning and we want to establish this to create more work based educational learning opportunities



**In Kind Contributions**    \_\_\_ Yes     No: OUSD Staff Time (Beyond Basic Supervision & Support)

\_\_\_ Yes     No: Supplies and Materials (Including Food)

\_\_\_ Yes     No: District Facilities/Workspace

\_\_\_ Yes     No: Technology Hardware and Software

\_\_\_ Yes     No: Other

**Competitively Bid**    Was this contract competitively bid?    \_\_\_ Yes     No

If No, List Bid Exception:    Services Agreement under \$109,300.00

**Fiscal Impact**    Funding Resource name(s) (detailed below) not to exceed: \$70,000.00.

Resource Name(s)    \$45,000.00    Expanded Learning Opp Programs

                                  \$25,000.00    Expanded Learning Opp Programs

**Attachments:** Services Agreement including Scope of Work

## SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Community Initiatives, Oakland, CA

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

January 26, 2023

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

June 30, 2023

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **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 in any 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, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **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. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and 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.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. 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.
6. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) 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. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
  - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
  - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing 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.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR 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 OUSD. 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, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters

produced under this Agreement without OUSD's express written permission. OUSD 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 OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

Seventy Thousand Dollars and 00/100 \$70,000.00

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

- e. 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.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
  10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
    - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
    - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
    - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
    - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
    - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's

invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

**11. Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. 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 thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this 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.
- c. 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. Cause 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 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 three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, 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.
- e. 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.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (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 at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

**VENDOR**

Name: Audrey Roderick  
Title: CEO  
Address: 1000 Broadway, Suite 480  
City, ST Zip: Oakland, CA 94607  
Phone: 415-230-7700

Email: fiscalsponsorship@communityin.org

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. VENDOR understands and agrees that it and any and all of its employees 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's employees.
- 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 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 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 and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed 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. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents 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, if VENDOR was selected, at least in part, on such representations and warrants.

**15. Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits,

licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **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, for corporal punishment, 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 of this Agreement). 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.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** shall procure and maintain at all times during the performance of such work, 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.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to screen employees

who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she 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 the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1 and shall immediately remove any employee, subcontractor, volunteer, or agent upon discovery via a subsequent arrest notification that the person has been convicted of a felony. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person 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.

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 Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, 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 an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the 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. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement 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. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), 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.

- d. In addition to the requirements of subparagraph (c), 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.
  - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **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.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts 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.
22. **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.

23. **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.
24. **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.
25. **Conflict of Interest.**
  - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. VENDOR affirms to the best of his/her/its knowledge, 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 change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be 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 notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). 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.
28. **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, VENDOR, 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, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR 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 OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. **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 of this Agreement and for three (3) years after the End Date. 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 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.
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.** Section and 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), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require 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 Agreement or as legally binding in any way.
- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, 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.

41. **Contract Contingent on Governing Board Approval.** 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, 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: Community Initiatives Signature: Audrey Roderick

Position: CEO Date: 02/08/2023

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), 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: SONDRA AGUILERA Signature: 

Position: CHIEF ACADEMIC OFFICER Date: 02/07/2023

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

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 03/18/2023

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

## EXHIBIT A

**1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Vendor will design and help implement a customized design lab to establish a mentoring program or initiative for Expanded Learning programs that leverages effective practices from existing local mentoring programs. This program will integrate effective practices and research from the youth mentoring field and communicate a more unified story of impact from youth mentoring programs. This process will involve engaging a diverse set of stakeholders from across the District.

Vendor will provide staff training via a "Becoming a Better Mentor" series and a "Mentoring Mindset" series. Vendor will also participate in six "Cross Walk" sessions to integrate with the Expanded Learning Quality Standards.

**1B. Description of Services to be Provided During School Closure or Similar**

**Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Rate Type: Monthly Rate

Rate Amount:

\$11,666.00 per Month

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

Every young person in Oakland who is mentoring with Expanded Learning has the supportive relationships they need to grow and develop into thriving, productive and engaged adults as well as to support younger students to do the same.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*
- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
  
  - Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
    - Meeting announcement for meeting in which the SPSA modification was approved.
    - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

N/A - No contact with children

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

Vendor has no student interaction