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Enactment Number	24-0530
Enactment Date	03/27/2024



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Meeting Date March 27, 2024

Subject Amendment No. 1 to Services Agreement
Collective Agency, LLC, Oakland, CA
Community Schools and Student Services Department

Ask of the Board

Ratification by the Board of Education of Amendment No. 1 of a Services Agreement by and between the District and Collective Agency, LLC, Oakland, CA, for the latter to provide grant writing services to support the application of a federal Centers for Disease Control and Prevention funding opportunity, via the Community Schools and Student Services Department, for the period of July 01, 2023 through June 30, 2024 in the additional amount of \$10,000.00 increasing the Agreement from \$10,000.00 to an amount not to exceed \$20,000.00. All other terms and conditions of the Agreement remain in full force and effect.

Collective Agency will provide grant writing services to support the application of a federal Center's for Disease Control and Prevention funding opportunity.

Description of the Changes

(What are the changes?)

Change to Not-To-Exceed Amount (Fiscal Impact) & Funding Source(s), If Any

Funding Resource name(s) (detailed below) not to exceed: \$20,000.00.

Attachment(s)

- Amendment
- Agreement, inclusive of any prior amendments to the Original Agreement

Amendment No. 1 - Services Agreement 2023-2024

This Amendment (“AMENDMENT”) amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, “AGREEMENT”). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- The SERVICES are unchanged.
- The SERVICES have changed as indicated below:
 - A description of the changes in the SERVICES is attached.
 - The changes in the SERVICES involve the following:

Collective Agency will provide grant writing services to support the application of a federal Center's for Disease Control and Prevention funding opportunity.

B. Term.

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:
 Original End Date: _____ New End Date: _____

C. Compensation.

- The not-to-exceed amount in the AGREEMENT is unchanged
- The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$10,000.00.

The original not-to-exceed amount The original not-to-exceed amount
 shall be increased by: \$10,000.00 OR shall be decreased by: _____

The new not-to-exceed amount is \$20,000.00.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain 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 in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that 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 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.
- F. **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 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that 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.
 3. 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, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. 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.
 4. 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, Chiefs, Deputy Chiefs, or the General Counsel as 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 AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: Collective Agency, LLC Signature: *Sara Sherman*

Position: Managing Member (LLC) Date: 02/26/2024

OUSD

Name: ANDREA BUSTAMANTE Signature: *Andrea Bustamante*

Position: Exec Dir Community Schools Date: 02/21/2024

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: *Kyla Johnson-Trammell*

Position: Superintendent Date: 04/01/2024

Template approved as to form by OUSD Legal Department.

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File ID Number	23-1863
Introduction Date	09/13/2023
Enactment Number	23-1572
Enactment Date	09/13/2023



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Meeting Date September 13, 2023

Subject 2023-2024 Service Agreement (Cost) with:
Contractor: Collective Agency, LLC, Oakland, CA
Services For: 922-Community Schools and Student Services Department

Ask of the Board

Ratification by the Board of Education of a Services Agreement 2023-2024 by and between the District and Collective Agency, LLC, Oakland, CA, for the latter to provide: collective Agency to complete and submit OUSD's California Community Schools Partnership Program grant to California Department of Education for the period of July 1, 2023 through June 30, 2024 in an amount not to exceed \$10,000.00.

Background

(Why are they needed? Why was this vendor selected?)

Services are needed to complete the California Department of Education Community School Partnership Program grant.

Term Start Date: 07/01/2023 End Date: 06/30/2024

Not-To-Exceed Amount & Funding Source(s) 9225 Funding Resource name(s) (detailed below) not to exceed: \$10,000.00.

Kaiser Health&wellness W/ebcf

Competitively Bid Yes No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300.00, list the exception(s) that applies:

Services Agreement under \$109,300.00

District In-Kind Contributions OUSD Staff Time (Beyond Basic Supervision & Support): Yes No

Supplies and Materials (Including Food) : Yes No

District Facilities Workspace: Yes No

Technology Hardware and/or Software: Yes No

Other: Yes No

Specific Outcomes Collective Agency to complete and submit OUSD's California Community Schools Partnership Program grant to California Department of Education.

**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: _____

Action Item added as modification to Board Approved SPSA. If so, 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.

Attachment(s) 2023-2024 Services Agreement including Scope of Work

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

VENDOR

Name: Collective Agency, LLC Signature: Sara Sherman
Position: Managing Member (LLC) Date: 08/07/2023

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: ANDREA BUSTAMANTE Signature: Andrea Bustamante
Position: Exec Dir Community Schools Date: 08/02/2023

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: Kyla Johnson-Trammell
Position: Superintendent Date: 09/16/2023

Template approved as to form by OUSD Legal Department.