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BEFORE THE SAN FRANCISCO ETHICS COMMISSION

In the matter of:

Case No.: 25-838

SHERYL DAVIS,

Respondent.

EXECUTIVE DIRECTOR’S PROBABLE CAUSE
DETERMINATION

I. INTRODUCTION AND SUMMARY OF COUNTS

The San Francisco Ethics Commission (“Commission”) has authority to investigate and administratively enforce against violations of City law relating to campaign finance, lobbying, conflicts of interest, governmental ethics, and whistleblower protection. SF Charter § C3.699-13; SF C&GCC Art. IV. In accordance with Ethics Commission Enforcement Regulation 7(B), on September 9, 2025, the Commission’s Director of Enforcement submitted a Probable Cause Report in the above-captioned matter. The Probable Cause Report alleges that Sheryl Davis (“Respondent”) engaged in conduct in violation of City and state ethics laws during the time when she was the Executive Director of the San Francisco Human Rights Commission (HRC).

For the reasons set forth below, I find that probable cause exists to believe that the following violations of law were committed by Respondent:

COUNTS ONE – THIRTEEN: Respondent accepted or solicited 12 restricted source gifts worth \$39,107.21 from Collective Impact and 1 restricted source gift worth \$5,000 from Urban Ed Academy.

COUNT ONE: Respondent violated SF C&GCC section 3.216(b) when she accepted the appearance and performance of singer Goapele Mohlabane at Respondent’s *Free to Sing* book launch, paid for on January 12, 2023 by Collective Impact, a restricted source.

COUNT TWO: Respondent violated SF C&GCC section 3.216(b) when she accepted a booth registration at the Boost Conference, paid for in April 2023 by Collective Impact, a restricted source.

COUNT THREE: Respondent violated SF C&GCC section 3.216(b) when she accepted attendance at the KAIROS “Convening for Culture” event, paid for in May 2023 by Collective Impact, a restricted source.

COUNT FOUR: Respondent violated SF C&GCC section 3.216(b) when she accepted a keynote speaker spot at the KAIROS “Convening for Culture” event, paid for in May 2023 by Collective Impact, a restricted source.

COUNT FIVE: Respondent violated SF C&GCC section 3.216(b) when she accepted a seven-night stay at a rental house in Martha’s Vineyard, paid for in June 2023 by Collective Impact, a restricted source.

COUNT SIX: Respondent violated SF C&GCC section 3.216(b) when she accepted a reimbursement for premium cabin upgrades on round-trip flights between San Francisco and Chicago, paid for on July 7, 2023 by Collective Impact, a restricted source.

COUNT SEVEN: Respondent violated SF C&GCC section 3.216(b) when she accepted a reimbursement for a fare difference for a one-way flight from San Francisco to Los Angeles, paid for on July 7, 2023 by Collective Impact, a restricted source.

COUNT EIGHT: Respondent violated SF C&GCC section 3.216(b) when she accepted a reimbursement for a fare difference for a first-class, one-way flight from San Francisco to Los Angeles, paid for on July 7, 2023 by Collective Impact, a restricted source.

COUNT NINE: Respondent violated SF C&GCC section 3.216(b) when she accepted a reimbursement for premium cabin upgrades on round-trip flights between San Francisco and Palm Springs, paid for on July 7, 2023 by Collective Impact, a restricted source.

COUNT TEN: Respondent violated SF C&GCC section 3.216(b) when she accepted a reimbursement for costs associated with round-trip flights between San Francisco and Washington, D.C., paid for on July 7, 2023 by Collective Impact, a restricted source.

COUNT ELEVEN: Respondent violated SF C&GCC section 3.216(b) when she accepted GPS’s services for her podcast, “Sunday Candy,” paid for on January 31, 2022 by Collective Impact, a restricted source.

COUNT TWELVE: Respondent violated SF C&GCC section 3.216(b) when she solicited a payment on January 27, 2022, from Collective Impact, a restricted source, to pay for services from Spkerbox Media Inc. for her podcast, “Sunday Candy.”

COUNT THIRTEEN: Respondent violated SF C&GCC section 3.216(b) when she accepted a portrait on December 6, 2023 from Urban Ed Academy, a restricted source.

COUNTS FOURTEEN – TWENTY-FIVE: Respondent failed to properly report 11 restricted source gifts from Collective Impact and 1 restricted source gift from Urban Ed Academy.

COUNT FOURTEEN: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received on January 12, 2023, from Collective Impact in the form of the appearance and performance of singer Goapele Mohlabane at Respondent’s *Free to Sing* book launch.

COUNT FIFTEEN: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received in April 2023, from Collective Impact in the form of a booth registration at the Boost Conference.

COUNT SIXTEEN: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received in May 2023, from Collective Impact in the form of attendance at the KAIROS “Convening for Culture” event.

COUNT SEVENTEEN: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received in May 2023, from Collective Impact in the form of a keynote speaker spot at the KAIROS “Convening for Culture” event.

COUNT EIGHTEEN: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received in June 2023, from Collective Impact in the form of a seven-night stay at a rental house in Martha’s Vineyard.

COUNT NINETEEN: Respondent violated SF C&GCC section 3.1-102(a) when she failed to properly disclose a gift on July 7, 2023, from Collective Impact in the form of reimbursement for premium cabin upgrades on round-trip flights between San Francisco and Chicago.

COUNT TWENTY: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received on July 7, 2023, from Collective Impact in the form of reimbursement for a fare difference for a one-way flight from San Francisco to Los Angeles.

COUNT TWENTY-ONE: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received on July 7, 2023, from Collective Impact in the form of reimbursement for a fare difference for a first-class, one-way flight from San Francisco to Los Angeles.

COUNT TWENTY-TWO: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received on July 7, 2023, from Collective Impact in the form of reimbursement for premium cabin upgrades on round-trip flights between San Francisco and Palm Springs.

COUNT TWENTY-THREE: Respondent violated SF C&GCC section 3.1-102(a) when she failed to properly disclose a gift on July 7, 2023, from Collective Impact in the form of reimbursement for costs associated with round-trip flights between San Francisco and Washington, D.C.

COUNT TWENTY-FOUR: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift received from Collective Impact on January 31, 2022 which consisted of GPS’s services for Respondent’s podcast, “Sunday Candy,”.

COUNT TWENTY-FIVE: Respondent violated SF C&GCC section 3.1-102(a) when she failed to disclose a reportable gift, consisting of a portrait of Respondent, received from Urban Ed Academy.

COUNTS TWENTY-SIX – TWENTY-SEVEN: Respondent committed two violations of HRC’s Statement of Incompatible Activities

COUNT TWENTY-SIX: Respondent violated SF C&GCC section 3.218 and Section IV(A) of HRC’s Statement of Incompatible Activities when she used City resources for non-City purposes.

COUNT TWENTY-SEVEN: Respondent violated SF C&GCC section 3.218 and Section IV(C) of HRC’s Statement of Incompatible Activities when she used her City title and prestige for private gain or advantage.

COUNTS TWENTY-EIGHT – THIRTY: Respondent violated conflict of interest law when she approved three grants worth \$1.1 million to Collective Impact; one grant worth \$270,000 to Urban Ed Academy; and four payments worth \$64,563 to USF, all while maintaining a conflict of interest with the respective recipients.

COUNT TWENTY-EIGHT: Respondent violated SF C&GCC section 3.206 and California Government Code section 87100 when she engaged in three conflicts of interest by approving two Grant Agreements and one Grant Amendment with Collective Impact between July 1, 2021 and June 24, 2022.

COUNT TWENTY-NINE: Respondent violated SF C&GCC section 3.206 and California Government Code section 87100 when she engaged in a conflict of interest by approving a Grant Agreement with Urban Ed Academy on January 1, 2024.

COUNT THIRTY: Respondent violated SF C&GCC section 3.206 and California Government Code section 87100 when she engaged in four conflicts of interest by approving four voucher payments to the University of San Francisco between September 2022 and May 2023.

COUNT THIRTY-ONE: Respondent failed to take required trainings.

COUNT THIRTY-ONE: Respondent violated SF C&GCC section 3.1-103(b)(1) six times when she failed to certify that she completed mandatory annual ethics training in 2022, 2023, and 2024 and failed to certify that she completed annual Sunshine Ordinance training in 2022, 2023, and 2024.

II. PROCEDURAL HISTORY

In accordance with Ethics Commission Enforcement Regulation 7(B), on September 9, 2025, the Commission’s Director of Enforcement submitted a Probable Cause Report (the “Probable Cause Report”) alleging the violations discussed in this Determination and accompanied by exhibits setting forth evidence in support of the violations. The Respondent did not provide a response to the Probable Cause Report and did not request a probable cause conference with the Executive Director.

This Determination is rendered pursuant to Enforcement Regulation 7(D). The Determination is based on the evidence and arguments presented in the Probable Cause Report and attached exhibits. It summarizes the evidence and argument presented by the parties and offers an assessment of that evidence and argument.

This Determination does not constitute a finding that a violation has occurred. It constitutes a finding that probable cause exists to believe certain violations occurred. Unless the parties resolve the matter through settlement, this Determination allows the case to proceed to a hearing on the merits before the Ethics Commission pursuant to Enforcement Regulations 8 and 9. A hearing on the merits is the formal, public process through which the Commission hears arguments and reviews evidence before making a final finding as to whether a respondent has committed a violation of law.

1 **III. APPLICABLE LAW**

2 A. Probable Cause Standard

3 Probable cause exists “if the evidence is sufficient to lead a person of ordinary caution and prudence to
4 believe or entertain a strong suspicion that a respondent committed or caused a violation.” (Enforcement
5 Regulation 7(D)(1)).

6 B. Conflicts of Interest

7 Every public official is prohibited from making or participating in making a governmental decision in
8 which the official knows or has reason to know the official has a financial interest. SF C&GCC § 3.206,
9 incorporating Cal. Gov’t Code § 87100. A public official has a financial interest in a governmental decision if it is
10 reasonably foreseeable that the decision will have a material financial effect on the official or any of the official’s
11 financial interests.

12 **1. Financial Interest**

13 A financial interest includes, among other things, any source of income aggregating \$500 or more provided
14 or promised to, or received by the public official within the prior twelve months. It also includes any donor of a gift
15 provided or promised to, or received by the official if the gifts given by the donor to the official are valued at above
16 a certain amount. In 2022, that amount was \$520. In 2023 and 2024, that amount was \$590. Cal. Gov’t Code.
17 §§ 87103, 87103(e).¹

18 **2. Making or Participating in Making a Governmental Decision**

19 A public official “makes” a governmental decision if the official authorizes or directs any action, votes,
20 appoints a person, obligates or commits his or her agency to any course of action, or enters into any contractual
21 agreement on behalf of his or her agency. 2 CCR § 18704(a). A public official “participates in” a governmental
22 decision if the official provides information, an opinion, or a recommendation for the purpose of affecting the
23 decision without significant intervening substantive review. 2 CCR § 18704(b).

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28 ¹ Applicable gift limits are provided on the Fair Political Practices Commission’s website at
https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/gift-fact-sheet/Local_Gift_Fact_Sheet_Final_2023.pdf.

1 **3. Reasonably Foreseeable Effect of the Decision**

2 In order for an official to be prohibited from making or participating in making a governmental decision, it must
3 be reasonably foreseeable that the decision will have a financial effect on one of the official's financial interests.
4 Under California law, it is reasonably foreseeable that a government decision will have a financial effect on a person
5 if the person is a named party in, or the subject of, a governmental decision. 2 CCR § 18701(a). A financial interest
6 is the subject of a proceeding if the decision involves the issuance, renewal, approval, denial or revocation of any
7 license, permit, or other entitlement to, or contract with, the financial interest. *Id.*

8 **4. Material Financial Effect of the Decision**

9 In order for an official to be prohibited from making or participating in making a governmental decision, the
10 reasonably foreseeable financial effect the decision will have on the official's financial interest must be material.
11 Under California law, the reasonably foreseeable financial effect of a governmental decision on a person is
12 considered to be material if the person is a named party in, or the subject of, the decision including a claimant,
13 applicant, respondent, or contracting party. 2 CCR §§ 18702.3(a)(2), 18702.4(a).

14 **C. Gift Rules**

15 **1. Definition**

16 The California Political Reform Act (the "PRA") defines *gift* to mean any payment that confers a personal
17 benefit on the recipient, to the extent that consideration of equal or greater value is not received. (Cal. Gov't Code
18 § 82028(a).) This definition applies to the state rules regarding the disclosure of gifts and the annual gift limit. For
19 purposes of the City's restricted source rule, City law in effect at the time incorporated this meaning of *gift* found in
20 the PRA. *See* SF C&GCC § 3.216(b). Notably, section 3.216 of the SF C&GCC was amended by Proposition D,
21 effective October 2024, including to remove any exceptions to the restricted source rule. However, because the facts
22 relevant to this case took place prior to October 2024, the previous version of the law prior to the passage of
23 Proposition D applies to this case.

24 **2. Restricted Source Gifts**

25 City law prohibits employees from soliciting or accepting any gift from a person who the employee knows
26 or has reason to know is a restricted source. (SF C&GCC § 3.216(b)). A restricted source includes any person doing
27 business with or seeking to do business with the department of the employee. (SF C&GCC § 3.203). An individual
28 is seeking to do business with the department if they are seeking to enter into a contract with the department. (SFEC

1 Reg. 3.216(b)-1). For the purposes of City gift laws, a “person” includes any individual, partnership, organization,
2 committee, or other organization or group of persons. (SFEC Reg. 3.216(b)-4). Commission Regulations, prior to
3 the passage of Proposition D, provided certain exceptions to the restricted source rule, including voluntary gifts,
4 other than cash, with an aggregate value of \$25 or less per occasion from restricted sources on no more than four
5 occasions per year. (SFEC Reg. 3.216(b)-5(a)).

6 **3. Gifts to City Departments**

7 Section 18944 of California Code of Regulations (“CCR”) outlines limited circumstances under which
8 payments made to a government agency that provide a personal benefit to an official do not have to be reported on
9 the official’s Form 700 if such gift is used for official agency business. 2 Cal. Code Regs. § 18944. While “official
10 agency business” is not defined in state law, the FPPC has consistently interpreted it to cover only expenses directly
11 related to the agency’s public function or specific statutory purpose. Spich Advice Letter, No. A-24-094 (citing
12 Wiley Advice Letter, No. I-08-196). Notably, this rule only applies if the gift is reported on a FPPC Form 801 which
13 must be posted on the agency’s website. Id. 18944(c)(3), 18950.1(a)(6).

14 **4. Gift Reporting – Form 700**

15 City officers and many City employees are required to disclose their financial interests by filing a
16 Form 700. SF C&GCC § 3.1-102(a). Such officials must file within 30 days of assuming or leaving office and must
17 also file annually by April 1 to report financial interests during the previous calendar year. SF C&GCC § 3.1-102(a);
18 2 CCR § 18730. The Executive Director of HRC is designated as a Category 1 filer in San Francisco’s Conflict of
19 Interest Code. This requires anyone holding that position to disclose “income (including gifts) from any source,
20 interests in real property, investments, and all business positions in which the designated employee is a director,
21 officer, partner, trustee, employee, or holds any position of management.” SF C&GCC §§ 3.1-107, 3.1-280. Under
22 state law, a gift must be reported if the value of the gift (or series of gifts within the same year) totals \$50 or more
23 from a given source. Cal. Gov’t Code § 87207(a)(1).

24 **D. Statement of Incompatible Activities**

25 Section 3.218 of the Code governs incompatible activities. Because this report covers activity from 2022
26 through 2024, the controlling law is the version of section 3.218 that existed during the relevant period and prior to
27 October 12, 2024, when the changes enacted by Proposition D went into effect. Under the relevant provision, no
28 “employee of the City and County may engage in any employment, activity, or enterprise that the department...has

identified as incompatible in a statement of incompatible activities.” SF C&GCC § 3.218(a)). HRC adopted a Statement of Incompatible Activities (“SIA”) pursuant to section § 3.218 of the Code. The SIA provided that any employee who engages in the activities listed may be subject to “monetary fines and penalties.” HRC SIA §I. The HRC SIA was in effect at all times relevant to this matter.

1. Restrictions on Use of City Resources

The HRC SIA prohibited employees from using City resources, “including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any...personal purpose,” except for minimal and incidental use. HRC SIA §IV(A).

2. Restriction on Use of Prestige of Office

The HRC SIA also prohibited the use of City title or designation for any private gain or advantage “for any communication that may lead the recipient of the communication to think that the...employee is acting in an official capacity” when they are not. HRC SIA §IV(C)(2). All of these prohibitions contained within the SIA are now fully incorporated within section 3.218 of the Code.

E. Annual Ethics Training

City law requires the Executive Director of the Human Rights Commission to complete trainings on ethics laws and open meeting and public records laws (the Sunshine Ordinance) every year and to file statements certifying the completion of such trainings every year by April 1st. SF C&GCC § 3.1-103(b)(1).

IV. FACTUAL BACKGROUND

A. Personal Background

The evidence presented established that Respondent served as Executive Director of HRC from September 1, 2016, until her resignation on September 13, 2024. Prior to that, Respondent served as a Commissioner on HRC from August 4, 2011 until August 11, 2016. During that same period, Respondent also served as Executive Director at Collective Impact, a San Francisco nonprofit organization that the evidence shows has contracted with multiple City departments, including HRC. Respondent resigned from Collective Impact before starting in her role as Executive Director of HRC.

1 B. Activities Related to Collective Impact

2 The evidence presented indicates that Collective Impact is a 501(c)(3) nonprofit organization that provides
3 community-based initiatives centered on providing youth and families with tools and resources to succeed. The
4 evidence indicates that between November 2019 and June 2022, in her capacity as Executive Director of HRC,
5 Respondent executed and approved a total of eight grant agreements between HRC and Collective Impact totaling
6 \$2,188,518. Between October 2022 and May 2024, Respondent's deputy, Saidah Leatutufu-Burch, executed five
7 additional grant agreements between HRC and Collective Impact totaling \$4,000,000. The Enforcement Division
8 provided copies of all relevant grant agreements.

9 **1. 2020 Grant Agreement**

10 The evidence indicates that on March 30, 2020, Respondent, as HRC's Executive Director, executed an
11 agreement to provide Collective Impact with \$225,000 in City funds to support the distribution of daily meals to
12 public housing residents as part of a grant running from March 30, 2020 through May 1, 2020. On April 15,
13 Respondent executed an amendment to increase the total amount by \$75,000. And on July 10, Respondent executed
14 a second amendment, increasing the grant amount to Collective Impact by another \$63,518 and extending the term
15 of the grant until August 31, 2020.

16 **2. Podcast Payments**

17 The evidence indicates that on September 13, 2021, Respondent executed an Appearance Agreement with
18 GPS Speakers and Events ("GPS") for the appearance of four guest speakers for a podcast called "Sunday Candy" to
19 be hosted by Respondent. This agreement included a total fee of \$21,000 to be paid by HRC to GPS. On January 27,
20 2022, Respondent executed a Production Services Agreement with Spkerbox Media Inc. for "production,
21 promotional, logistical, and distribution services" for the podcast. This agreement included a total fee of \$20,000 to
22 be paid by HRC to Spkerbox Media Inc. Respondent used her City email to arrange both of these agreements.
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24 The podcast is described by Spotify as "a four-part limited series hosted by Executive Director of the San
25 Francisco Human Rights Commission" in which the Respondent "aims to reflect on the music, fellowship, and long
26 Sunday services that got her through life." The evidence presented does not indicate that the podcast had any
27 specific purpose or benefit related to HRC. The Enforcement Division presented evidence that the podcast did not
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1 mention HRC or other City work; that the podcast was referred to by vendors to Respondent as a “Sheryl Davis
2 property;” that the Respondent set up a personal website to promote the podcast; and that several members of HRC
3 staff characterized the podcast as a personal endeavor. The personal nature of the podcast is further demonstrated by
4 evidence that Respondent did not file a Form 801 or take any other steps to establish that the podcast payments
5 made by Collective Impact, described below, were gifts to the City.

6 The Enforcement Division presented evidence showing that Respondent arranged via email correspondence
7 for Collective Impact to pay \$12,000 toward the total \$21,000 fee owed to GPS under the Appearance Agreement,
8 with the remainder paid by HRC. The evidence indicates that Collective Impact then paid a total of \$12,000 to GPS
9 in two installments: \$10,000 on June 30, 2021, and \$2,000 on January 31, 2022. Collective Impact’s \$10,000
10 payment occurred less than 12 months after Respondent executed an amendment to the March 2020 grant agreement
11 increasing the award and extending the term of the grant. Collective Impact’s \$2,000 payment occurred during the
12 ongoing grant agreement terms of the July 2021 and December 2021 grant agreements referred to in sub-section
13 IV.B.3.

14 The Enforcement Division also presented evidence showing that on January 27, 2022, Respondent
15 instructed Spkerbox Media Inc. to bill Collective Impact for \$10,500 of its total \$20,000 fee under the Production
16 Services Agreement, with the remainder paid by HRC. The evidence does not indicate whether Collective Impact
17 paid any amount under this agreement. Respondent’s instructions for Spkerbox Media Inc. to bill Collective Impact
18 occurred during the ongoing grant agreement terms of the July 2021 and December 2021 grant agreements referred
19 to in sub-section IV.B.3.

21 **3. Additional Grant Agreements**

22 The Enforcement Division presented evidence regarding three additional grant agreements and two grant
23 amendments between HRC and Collective Impact executed between July 1, 2021, and June 24, 2022.

24 The evidence indicates that on July 1, 2021, in her capacity as HRC’s Executive Director, Respondent
25 executed an agreement to provide Collective Impact with \$575,000 in City funds to support a series of mini-grants
26 in pursuit of social justice as part of a grant running from July 1, 2021, through June 30, 2022. This agreement was
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1 executed one day after Collective Impact made its first \$10,000 payment to GPS for the provision of services for
2 Respondent's podcast.

3 On December 15, 2021, in her capacity as HRC's Executive Director, Respondent executed an agreement
4 to provide Collective Impact with \$150,000 in City funds to support the development of a series of workshops,
5 media events, and storytelling in the Black community as part of a grant running from December 15, 2021, through
6 December 14, 2022. This agreement was executed approximately six months after Collective Impact made its first
7 \$10,000 payment to GPS to for the provision of services for Respondent's podcast.

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9 On April 1, 2022, in her capacity as Executive Director, Respondent executed an agreement to provide
10 Collective Impact with \$250,000 in City funds to support grant writing, fundraising training, and organizational
11 development for community-based organizations as part of a grant running from April 1, 2022, through March 31,
12 2023. This agreement was executed approximately nine months after Collective Impact made its first \$10,000
13 payment to GPS for the provision of services for Respondent's podcast, and approximately two months after
14 Collective Impact made its second \$2,000 payment to GPS.

15 On June 24, 2022, in her capacity as Executive Director, Respondent executed an amendment to provide
16 Collective Impact with an additional \$700,000 under the July 1, 2021, grant agreement, also extending the end date
17 of that grant term to June 30, 2023. This agreement was executed less than 12 months after Collective Impact made
18 its first \$10,000 payment to GPS for the provision of services for Respondent's podcast, and approximately five
19 months after Collective Impact made its second \$2,000 payment to GPS.

20 On October 5, 2022, Respondent's Deputy, Leatutufu-Burch, executed an amendment to provide Collective
21 Impact with an additional \$350,000 under the December 15, 2021, grant agreement, also extending the end date of
22 that grant term to June 30, 2024.

Table 1 – HRC Grants Awarded to Collective Impact Between July 2021 and October 2022

Approval Date	Description	Amount
7/1/2021	Grant agreement awarding Collective Impact with City funds to support a series of mini-grants in pursuit of social justice	\$575,000
12/15/2021	Grant agreement awarding Collective Impact with City funds to support the development of a series of workshops, media events, and storytelling in the Black community	\$150,000
4/1/2022	Grant agreement awarding Collective Impact with City funds to support grant writing, fundraising training, and organizational development for community-based organizations	\$250,000
6/24/2022	Amendment to the grant agreement approved on July 1, 2021, increasing the award and extending the end date to June 30, 2023	\$700,000
10/5/2022	Amendment to the grant agreement approved on December 15, 2021, increasing the award and extending the end date to June 30, 2024	\$350,000

4. Travel, Conference, & Book Launch Payments

The Enforcement Division presented evidence that between January 2023 and July 2023, Collective Impact issued a series of ten payments for Respondent’s travel, conference attendance, book launch, and booth registration, totaling \$26,607.

The evidence indicates the following payments:

Table 2: Payments from Collective Impact Between January 2023 and July 2023

Payment #	Date	Descriptions	Amount
1	1/12/2023	Payment for a performance by singer Goapele Mohlabane at Respondent’s <i>Free to Sing</i> book launch event	\$5,000
2	4/2023	Payment for Respondent’s booth registration at the Boost Conference in Palm Springs, CA	\$1,400
3	5/2023	Payment for Respondent’s attendance at the “Convening for Culture” event put on by KAIROS in Martha’s Vineyard, MA	\$3,125
4	5/2023	Payment for Respondent’s keynote speech at the “Convening for Culture” event put on by KAIROS in Martha’s Vineyard, MA	\$12,499
5	6/2023	Payment for Respondent’s seven-night stay at a rental house in Martha’s Vineyard, MA, during the two-day KAIROS conference	\$1,631.92
6	7/7/2023	Reimbursement for Respondent’s two premium cabin upgrades on round-trip flights between San Francisco and Chicago	\$870

7	7/7/2023	Reimbursement for Respondent's fare difference for a one-way flight from San Francisco to Los Angeles	\$53.29
8	7/7/2023	Reimbursement for Respondent's fare difference for a first-class one-way flight from San Francisco to Los Angeles	\$64
9	7/7/2023	Reimbursement for Respondent's premium cabin upgrades and excess baggage costs for round-trip flights between San Francisco and Palm Springs	\$750
10	7/7/2023	Reimbursement for Respondent's travel costs for round-trip flights between San Francisco and Washington, D.C.	\$1,214
		Total	\$26,607.21

The first five payments occurred during the ongoing terms of multiple grant agreements between Collective Impact and HRC, including agreements executed by Respondent on July 1, 2021, and December 15, 2021. The final five payments occurred during the ongoing term of the grant agreement between Collective Impact and HRC, executed by Respondent on December 15, 2021. There is no evidence that Respondent filed a Form 801 or took any other steps to establish that the payments in Table 2 were gifts to the City.

5. Form 700 Reporting

The Enforcement Division presented evidence regarding Respondent's financial disclosures. The evidence indicates that Respondent did not disclose payments 1-5 or 7-9 in sub-section IV.B.4 above on her Form 700. Respondent disclosed on her Form 700 the payments made by Collective Impact as described in items 6 and 10 in sub-section IV.B.4 above, but Respondent reported these payments as gifts made by Crankstart, a different 501(c)(3) nonprofit organization, and did not reference Collective Impact. Evidence also indicates that Respondent did not disclose on the Form 700 any payments from Collective Impact to GPS for services related to her podcast discussed in section IV.B.2 above.

C. Activities Related to Urban Ed Academy

The evidence presented indicates that Urban Ed Academy is a 501(c)(3) nonprofit organization that provides educational programs to improve student achievement and increase the presence of Black male educators in elementary schools.

1 **1. Submission and Selection Under RFQ (2023)**

2 The evidence indicates that in May 2023, HRC issued a Request for Qualifications (“RFQ”), entitled
3 “Community Support and Engagement,” to prequalify organizations for City funding “for projects and programs
4 centered around addressing specific community issues in San Francisco, advancing social justice, restorative justice
5 or criminal justice reform and community building via engagement within San Francisco and its diverse
6 neighborhoods.” Urban Ed Academy submitted a proposal on June 16, 2023 and was subsequently selected in
7 September 2023 as one of the prequalified entities under the RFQ. The Prequalified List of Organizations that
8 resulted from the RFQ was presented as evidence, and it includes Urban Ed Academy. The Prequalified List of
9 Organizations notes that “being placed on this Prequalified List does not guarantee funding from HRC or a contract
10 with HRC.”

11 **2. Gift of Portrait (December 2023)**

12 The Enforcement Division presented evidence that on December 6, 2023, two months after Urban Ed
13 Academy was selected as a prequalified entity under the RFQ, Respondent attended the organization’s annual gala,
14 at which Randal Seriguchi, Jr., Executive Director of Urban Ed, presented Respondent with a painted portrait of
15 Respondent. Evidence indicates that the portrait was valued by the artist at \$5,000. Senior Investigator Jeffrey
16 Zumwalt stated that he viewed a video of the portrait presentation that was posted on Urban Ed Academy’s official
17 YouTube channel. An image from the video depicting the portrait being presented to Respondent was provided as
18 evidence.

19 According to the evidence presented, on December 9, 2023, Respondent published a post on her personal
20 Instagram account (@sheryldavissf) displaying the portrait in her City office and tagging Urban Ed (@urbaned.sf).
21 The post included the caption: “Is it vain to have a picture of yourself in your office or to share with my office? I’m
22 trying to figure out where to put this beautiful gift.” There is no evidence that Respondent filed a Form 801 or took
23 any other steps to establish that the portrait was a gift to the City.

24 The evidence includes Respondent’s Form 700 for 2023. Respondent did not report the portrait as a gift on
25 her Form 700.
26
27
28

3. Grant Agreement Approval (January 2024)

The evidence presented indicates that Respondent, as HRC's Executive Director, executed a grant agreement on January 1, 2024, awarding Urban Ed \$270,000 in City funds to support the "Man the Bay" Fellowship Program and "SMART+" enrichment programs. This approval happened approximately one month after receiving the portrait from Urban Ed on December 6, 2023.

D. Activities Related to the University of San Francisco (USF)

1. Employment as Adjunct Professor

The evidence presented indicates that beginning on August 23, 2022, Respondent commenced employment with USF as an adjunct professor. According to a USF representative contacted by Zumwalt, USF paid Respondent \$8,176 in 2022 and \$31,616 in 2023. This work was in addition to Respondent's concurrent City position as Executive Director of HRC.

2. Approval of Payments to USF

The evidence indicates that during the period in which she held concurrent positions at HRC and USF, Respondent approved four voucher payments from HRC to USF, totaling \$64,563. Investigators presented documents indicating that these payments occurred between September 21, 2022 to May 26, 2023. Those payments are summarized in the following table.

Table 3 – Payments of City Funds to USF Approved by Respondent

Date	Description	Amount
9/21/2022	Voucher payment for catering at the "Opportunities for All – Final Presentations Ceremony" held on July 7, 2022	\$2,691
10/7/2022	Sponsorship payment for event hosted by USF Institute for Nonviolence and Social Justice	\$9,500
5/4/2023	Payment made pursuant to the Summer Guest Housing Agreement dated May 5, 2023 executed by Respondent for twelve Opportunities for All fellows to receive housing at USF during a summer program	\$51,300
5/26/2023	Voucher payment of \$1,072.67 for catering for three HRC and MRLLC listening sessions hosted by USF on March 2, March 23, and April 20, 2023	\$1,072
	Total	\$64,563

1 E. Records of Respondent's Mandatory Ethics Trainings and Sunshine Ordinance Trainings

2 Senior investigator Jeffrey Zumwalt stated that he reviewed the Ethics Commission's records of ethics
3 training certifications filed by City employees and that Respondent did not file training certifications for ethics or
4 Sunshine trainings for calendar years 2022, 2023, or 2024. Images of the Ethics Commission's online system were
5 provided with the Probable Cause Report which indicated Respondent filed no training certifications for the three
6 years in question. According to the records, Respondent last filed a certification of completing ethics training and
7 Sunshine Ordinance training in 2021.

8 **V. SUMMARY AND ASSESSMENT OF EVIDENCE AND ARGUMENTS**

9 Probable cause exists "if the evidence is sufficient to lead a person of ordinary caution and prudence to
10 believe or entertain a strong suspicion that a respondent committed or caused a violation." Based on the evidence
11 and arguments submitted in the Probable Cause Report, probable cause exists for each of the counts contained in the
12 Probable Cause Report.

13 A. Violations Related to Collective Impact: Counts 1-12, 14-24, 26-28

14 The evidence indicates that Respondent made a series of governmental decisions affecting Collective
15 Impact between July 1, 2021 and June 24, 2022. In close proximity to these governmental decisions, Respondent
16 also accepted a series of gifts from Collective Impact. These governmental decisions and gifts are shown in
17 chronological order in Table 4 below. As discussed below, the evidence indicates that the governmental decisions
18 constitute conflicts of interest because Respondent made them shortly after receiving gifts from Collective Impact.
19 Likewise, the evidence indicates that Respondent's receipt of the gifts violated the City's restricted source rule
20 because Collective Impact was doing business with Respondent's department at the time the gifts were given (in
21 some cases pursuant to the very agreements that Respondent herself approved). There is no evidence in the record
22 that Respondent filed a Form 801 or took any other steps to establish that the personal benefits Respondent received
23 were gifts to the City, as opposed to gifts to Respondent.

Table 4: Summary of Gifts and Grants between Collective Impact, Respondent, and HRC



Gift from Collective Impact to Respondent



Grant from HRC/Respondent to Collective Impact

Date of Gift or Grant Approval	Gift or Grant	Grant Agreement Term	Amount of Gift	Amount of Grant	Counts
6/30/2021	First Podcast Payment		\$10,000		None (Beyond SOL)
7/1/2021	Dream Keeper Initiative Grant	7/1/2021 – 6/30/2022		\$575,000	None (Beyond SOL)
12/15/2021	Narrative Shift Grant	12/15/2021 – 12/14/2022		\$150,000	28 – Conflict
1/27/2022	Podcast Solicitation		\$10,500		12 – RSR Gift
1/31/2022	Second Podcast Payment		\$2,000		11 – RSR Gift 24 – Reporting
4/1/2022	Dream Keeper Program Support Grant	4/1/2022 – 3/31/2023		\$250,000	28 – Conflict
6/24/2022	Dream Keeper Initiative Grant Amendment	7/1/2022 – 6/30/2023		\$700,000	28 – Conflict
10/5/2022	Narrative Shift Grant Amendment*	12/15/2022 – 6/30/2024		\$350,000	None
1/12/2023	Performance at Respondent Book Launch		\$5,000		1 – RSR Gift 14 – Reporting
4/2023	Booth Registration at Boost Conference		\$1,400		2 – RSR Gift 15 – Reporting
5/2023	Attendance at KAIROS Conference		\$3,125		3 – RSR Gift 16 – Reporting
5/2023	Keynote at KAIROS Conference		\$12,499		4 – RSR Gift 17 – Reporting
6/2023	7-Night Stay at Martha's Vineyard		\$1,631.92		5 – RSR Gift 18 – Reporting
7/7/2023	Premium Flight Upgrades: SF to Chicago, round-trip		\$870		6 – RSR Gift 19 – Reporting
7/7/2023	Premium Flight Upgrades: SF to LA, one-way		\$53.29		7 – RSR Gift 20 – Reporting
7/7/2023	Premium Flight Upgrades: SF to LA, one-way		\$64		8 – RSR Gift 21 – Reporting
7/7/2023	Premium Flight Upgrades: SF to Palm Springs, round-trip		\$750		9 – RSR Gift 22 – Reporting
7/7/2023	Premium Flight Upgrades: SF to Washington, D.C., round-trip		\$1,214		10 – RSR Gift 23 – Reporting
Total Amount of Gifts Accepted and Solicited in Violation of Restricted Source Gift Rule			\$39,107.21		
Total Amount of Grants in Violation of Conflicts of Interest Rule				\$1.1 million	

*Respondent personally executed all grant agreements and amendments listed in this table except the October 5, 2022 Narrative Shift Grant Amendment, which was executed by Respondent's Deputy.

1 **1. Restricted Source Gifts – Counts 1 through 12**

2 a. *Book Launch – Count 1*

3 The evidence indicates that on January 12, 2023, Collective Impact paid \$5,000 for a performance by
4 singer Goapele Mohlabane at Respondent's *Free to Sing* book launch event. Financial disclosures confirm that Book
5 Baby was a source of personal income for Respondent. Zumwalt stated that Book Baby published Respondent's
6 book *Free to Sing*. Together, this evidence indicates that Respondent derived personal income from sales of *Free to*
7 *Sing*. Additional evidence indicates that the book launch event's hosts advertised Mohlabane's appearance at the
8 event. The evidence therefore indicates that Respondent received a personal benefit from this payment for
9 Mohlabane's appearance, as it had the purpose of enhancing the launch event for the product that was a personal
10 source of income for Respondent. There was no evidence presented that Respondent paid for the performance or
11 otherwise provided equal or greater consideration for Collective Impact's payment for the appearance. Thus, under
12 California Government Code section 82028(a), the payment constituted a gift to Respondent worth \$5,000.

13 The evidence indicates that on January 12, 2023, Collective Impact had at least three ongoing grant
14 agreements with HRC, including agreements initially entered into on July 1, 2021; December 15, 2021; and April 1,
15 2022. Because a contract is defined to include a grant agreement, Collective Impact was doing business with HRC
16 and was therefore a restricted source for Respondent.

17 At the time of Collective Impact's \$5,000 gift of Mohlabane's services for Respondent's book launch,
18 Collective Impact was a restricted source for Respondent. The gift was therefore a violation of Campaign and
19 Governmental Conduct Code section 3.216(b), unless an exception were to apply. There is no indication that an
20 exception applies in this case. Thus, there is probable cause to believe that Respondent violated section 3.216(b) by
21 accepting a \$5,000 gift from a restricted source.

22 b. *Boost Conference – Count 2*

23 The evidence indicates that in April 2023, Collective Impact paid \$1,400 for Respondent's booth
24 registration at the Boost Conference in Palm Springs, California. Promotional materials for the conference show that
25 Respondent's booth was used to promote her *Free to Sing* book, including a "Meet the Author" advertisement.
26 Financial disclosures confirm that *Free to Sing* served as a personal source of income for Respondent. Respondent
27
28

1 therefore received a personal benefit from this payment. There was no evidence presented that Respondent paid for
2 or otherwise provided equal or greater consideration for Collective Impact's booth registration purchase. Thus,
3 under California Government Code section 82028(a), the payment constituted a gift to Respondent worth \$1,400.

4 The evidence indicates that for the entirety of April 2023, Collective Impact had at least two ongoing grant
5 agreements with HRC, including agreements initially entered into on July 1, 2021 and December 15, 2021. Because
6 a contract is defined to include a grant agreement, Collective Impact was doing business with HRC and was
7 therefore a restricted source for Respondent.

8
9 At the time of Collective Impact's \$1,400 gift of a booth registration payment, Collective Impact was a
10 restricted source for Respondent. The gift was therefore a violation of Campaign and Governmental Conduct Code
11 section 3.216(b), unless an exception were to apply. There is no indication that an exception applies in this case.
12 Thus, there is probable cause to believe that Respondent violated section 3.216(b) by accepting a \$1,400 gift from a
13 restricted source.

14 c. *KAIROS Conference – Counts 3-5*

15 The evidence indicates that in May and June 2023, Collective Impact made three payments in association
16 with Respondent's attendance at the "Convening for Culture" conference put on by KAIROS in Martha's Vineyard,
17 Massachusetts, in August 2023. In May 2023, Collective Impact made a prorated \$3,125 payment for Respondent's
18 attendance at the conference. Also in May, Collective Impact made a prorated \$12,499 payment for Respondent's
19 keynote speech. And in June 2023, Collective Impact made a prorated \$1,632 payment toward Respondent's seven-
20 night stay in Martha's Vineyard during the week of the two-day conference. As a keynote speaker and attendee at
21 this conference, Respondent received personal benefit from these payments. There was no evidence presented that
22 Respondent paid for or otherwise provided equal or greater consideration for Collective Impact's three payments
23 associated with her travel and attendance at the KAIROS Conference. Thus, under California Government Code
24 section 82028(a), the payments constituted three separate gifts to Respondent worth \$3,125, \$12,499, and \$1,632,
25 respectively.

26
27 The evidence indicates that for the entirety of the months of May 2023 and June 2023, Collective Impact
28 had at least two ongoing grant agreements with HRC, including agreements initially entered into on July 1, 2021 and

1 December 15, 2021. Because a contract is defined to include a grant agreement, Collective Impact was doing
2 business with HRC and was therefore a restricted source for Respondent.

3 At the time of Collective Impact's three separate gifts associated with Respondent's travel and attendance
4 at the KAIROS Conference, Collective Impact was a restricted source for Respondent. The gifts were therefore in
5 violation of Campaign and Governmental Conduct Code section 3.216(b), unless an exception were to apply. There
6 is no indication that an exception applies in these cases. Thus, there is probable cause to believe that Respondent
7 committed three violations of section 3.216(b) by accepting three gifts worth \$3,125, \$12,499, and \$1,631.92 from a
8 restricted source.

9
10 d. *Air Travel – Counts 6-10*

11 The evidence indicates that on July 7, 2023, Collective Impact reimbursed Respondent for upgrades and
12 premium flight costs associated with five separate trips. For four of these five trips, the Enforcement Division
13 presented additional evidence related to each travel cost.

14 Collective Impact reimbursed \$870 for premium cabin upgrades on round-trip flights between SFO and
15 Chicago in April 2023. Collective Impact reimbursed \$53.29 to cover the fare difference for Respondent's one-way
16 flight from SFO to Los Angeles in May 2023. Collective Impact reimbursed \$64 to cover the fare different for
17 Respondent's first-class one-way flight from SFO to Los Angeles in February 2023. And, Collective Impact
18 reimbursed \$750 to Respondent for premium cabin upgrades and excessive baggage costs on round-trip flights
19 between SFO and Palm Springs in April 2023.

20 Regardless of whether this travel had any connection with any City purposes, the provision of premium
21 cabin upgrades, excessive baggage costs, and premium fare differences conveys a personal benefit above and
22 beyond standard City travel.

23
24 The Enforcement Division also presented evidence that Collective Impact reimbursed \$1,214 for costs
25 associated with Respondent's round-trip flights between SFO and Washington, D.C. The evidence presented does
26 not indicate what costs associated with these flights were reimbursed by Collective Impact. Regardless of whether
27 Collective Impact's reimbursement went toward premium upgrades, baggage fees, or general flight costs, the
28 payment conferred a personal benefit upon Respondent.

1 There was no evidence presented that Respondent paid for or otherwise provided equal or greater
2 consideration for any of these travel upgrade payments. Thus, under California Government Code section 82028(a),
3 the payments constituted five separate gifts to Respondent worth \$870, \$53.29, \$64, \$750, and \$1,214, respectively.

4 The evidence indicates that on July 7, 2023, Collective Impact had at least one ongoing grant agreement
5 with HRC, initially entered into on December 15, 2021. Because a contract is defined to include a grant agreement,
6 Collective Impact was doing business with HRC and was therefore a restricted source for Respondent.

7
8 At the time of Collective Impact's five separate gifts associated with Respondent's travel upgrades,
9 Collective Impact was a restricted source for Respondent. The gifts were therefore in violation of Campaign and
10 Governmental Conduct Code section 3.216(b), unless an exception were to apply. There is no indication that an
11 exception applies in these instances. Thus, there is probable cause to believe that Respondent committed five
12 violations of section 3.216(b) by accepting five gifts worth \$870, \$53.29, \$64, \$750, and \$1,214 from a restricted
13 source.

14 *e. Podcast Gift Accepted – Count 11*

15 The evidence indicates that Collective Impact paid a total of \$12,000 to GPS toward the appearance of four
16 guest speakers for a podcast called "Sunday Candy" to be hosted by Respondent. As discussed above, the evidence
17 shows that this podcast "aims to reflect on the music, fellowship, and long Sunday services that got [Respondent]
18 through life." No evidence was presented that indicates the podcast had a specific purpose or benefit related to HRC.
19 Thus, Collective Impact's \$12,000 in payments conveyed a personal benefit upon Respondent. There was no
20 evidence presented that Respondent paid for or otherwise provided equal or greater consideration for Collective
21 Impact's \$12,000 paid to GPS for speakers for her podcast. Thus, under California Government Code section
22 82028(a), the payments constituted gifts to Respondent worth \$12,000.

23
24 Collective Impact made two payments that each constituted a gift to Respondent. First, on June 30, 2021,
25 Collective Impact paid \$10,000 to GPS on behalf of Respondent. Although the evidence indicates that this gift was
26 likely a violation of the restricted source rule, this gift was received by Respondent more than four years prior to the
27 delivery of the Probable Cause Report. Thus, it appears that this restricted source gift is beyond the applicable
28 statute of limitations.

1 Second, on January 31, 2022, Collective Impact paid an additional \$2,000 to GPS on behalf of Respondent.
2 The evidence indicates that on January 31, 2022, Collective Impact had at least two ongoing grant agreements with
3 HRC, including agreements initially entered into on July 1, 2021 and December 15, 2021. Because a contract is
4 defined to include a grant agreement, Collective Impact was doing business with HRC and was therefore a restricted
5 source for Respondent. Because Respondent received a \$2,000 gift while Collective Impact was a restricted source,
6 this was a violation of Campaign and Governmental Conduct Code section 3.216(b), unless an exception were to
7 apply. There is no indication that an exception applies in this case. Thus, there is probable cause to believe that
8 Respondent violated section 3.216(b) by accepting a \$2,000 gift from a restricted source.

9 f. *Podcast Gift Solicited – Count 12*

10 The evidence indicates that on January 27, 2022 Respondent instructed Spkerbox Media Inc. to bill
11 Collective Impact \$10,500 under a Production Services Agreement to provide services for Respondent’s podcast
12 called “Sunday Candy.” As discussed above, the evidence shows that services for this podcast conveyed a personal
13 benefit upon Respondent. There was no evidence presented that Respondent provided or offered to provide equal or
14 greater consideration for this potential payment. Thus, under California Government Code section 82028(a), the
15 \$10,500 would have constituted a gift to Respondent.
16

17 The evidence indicates that on January 27, 2022, Collective Impact had at least two ongoing grant
18 agreements with HRC, including agreements initially entered into on July 1, 2021 and December 15, 2021. Because
19 a contract is defined to include a grant agreement, Collective Impact was doing business with HRC and was
20 therefore a restricted source for Respondent.

21 The parties did not present evidence as to whether Collective Impact ultimately paid this fee. If Collective
22 Impact had paid this fee, it would have constituted a gift to Respondent. The evidence presented is sufficient to
23 establish probable cause that Respondent violated the law by soliciting this gift. The evidence shows that
24 Respondent instructed Spkerbox Media Inc. to bill Collective Impact for \$10,500 for services for her podcast. This
25 evidence would lead a person of ordinary caution and prudence to believe or entertain a strong suspicion that
26 Respondent directly communicated with Collective Impact regarding this proposed payment. It also gives rise to a
27 strong suspicion that Spkerbox Media Inc. did in fact communicate with Collective Impact to seek payment. In
28 either event, this would constitute solicitation of a gift. Because Collective Impact was a restricted source at the

time, the evidence is sufficient to create a strong suspicion that Respondent solicited a gift in violation of Campaign and Governmental Conduct Code section 3.216(b), unless an exception were to apply. There is no indication that an exception applies in this case. Thus, there is probable cause to believe that Respondent violated section 3.216(b) by soliciting a \$10,500 gift from a restricted source.

2. Improper Disclosure – Counts 14 through 24

Under City and state law, Respondent was required to report gifts from any source if the gifts received from that source in a single year are cumulatively valued at \$50 or more.

As outlined in Table 4, Counts 14 through 24 cover reporting violations corresponding with the restricted source gifts described in Counts 1 through 11. As discussed above, the evidence indicates that Respondent received 11 reportable gifts from Collective Impact that total more than \$50. These gifts were reportable under City and state law. The evidence indicates that Respondent did not properly report these gifts as required on the relevant Form 700.

In two instances, Respondent incorrectly reported gifts made by Crankstart, a different 501(c)(3) nonprofit organization. For gifts in Counts 19 and 23 associated with reimbursed travel costs, Respondent did not correctly identify Collective Impact as the source. In the other nine instances – Counts 14-18, 20-22, and 24 – Respondent failed to report the gifts entirely. Thus, in all instances, there is probable cause to believe that Respondent failed to properly report gifts in violation of section 3.1-102(a) of the Campaign and Governmental Conduct Code.

3. Statement of Incompatible Activities – Counts 26 and 27

a. Use of City Resources – Count 26

The evidence indicates that Respondent utilized City resources to run her personal podcast. From October 2021 through October 2022, Respondent used her City email to negotiate vendor agreements for her podcast, and Respondent subsequently approved the use of at least \$11,000 in City funds to pay GPS for services provided for her podcast. Because the evidence indicates that this podcast was for the personal benefit of Respondent and not for a City purpose, there is probable cause to believe that Respondent violated HRC's Statement of Incompatible Activities and Section 3.218 of the Campaign and Governmental Conduct Code by using City resources for a non-City, personal purpose.

1 b. *Prestige of Office – Count 27*

2 The evidence indicates that Respondent used her City title and designation for private gain or advantage
3 related to her personal podcast, “Sunday Candy.” As discussed above, the Enforcement Division provided evidence
4 that the podcast did not mention HRC or other City work; that the podcast was referred to by vendors to Respondent
5 as a “Sheryl Davis property;” that the Respondent set up a personal website to promote the podcast; and that several
6 members of HRC staff characterized the podcast as a personal endeavor. The evidence also established used her City
7 email and City title while negotiating contracts with vendors for her podcast. Because she sent communications that
8 could “lead the recipient...to think that [Respondent was] acting in an official capacity” when she was acting in a
9 personal capacity, there is probable cause to believe that Respondent violated HRC’s Statement of Incompatible
10 Activities and Section 3.218 of the Campaign and Governmental Conduct Code by using her City title and
11 designation for private gain or advantage.

12 **4. Conflicts of Interest Concerning Collective Impact – Count 28**

13 Count 28 consists of four separate conflicts of interest corresponding with four separate grant agreements
14 awarding City funds to Collective Impact that Respondent approved.

15 As discussed, the evidence indicates that Respondent received a gift with a value of \$10,000 from
16 Collective Impact on June 30, 2021. Under state law, this gift made Collective Impact a financial interest for
17 Respondent because the gift’s value was greater than \$590. Thus, for twelve months following the receipt of this
18 gift, Respondent was prohibited from making or participating in any governmental decision for which it was
19 reasonably foreseeable that the decision would have a material financial effect on Collective Impact.

20 The evidence presented shows that Respondent signed three grant agreements and one grant amendment
21 within 12 months of June 30, 2021:

- 22 • **July 1, 2021:** Dream Keeper Initiative Grant, \$575,000
- 23 • **Dec 15, 2021:** Narrative Shift Grant, \$150,000
- 24 • **April 1, 2022:** Dream Keeper Program Support Grant, \$250,000
- 25 • **June 24, 2022:** Dream Keeper Initiative Grant Amendment, \$700,000

1 The Enforcement Division provided evidence that Respondent personally approved each grant agreement
2 and amendment listed above. Each of these actions constituted making a governmental decision because Respondent
3 “enter[ed] into [a] contractual agreement on behalf of his or her agency.” 2 CCR § 18704(a).

4 Collective Impact was a named party to each grant agreement and amendment, and its Executive Director
5 signed all of the contracts. Because Collective Impact was a named party to all agreements, it was reasonably
6 foreseeable that their approval would have a material financial effect on Collective Impact.

7
8 The evidence therefore indicates that Respondent violated City and state law by engaging in four conflicts
9 of interest. Respondent made four governmental decisions by signing each respective agreement, and it was
10 reasonably foreseeable that these decisions would have a material financial effect on Collective Impact. The Grant
11 Agreement that Respondent approved on July 1, 2021 represents a conflict of interest that occurred more than four
12 years prior to the delivery of the Probable Cause Report on September 9, 2025. Thus, this violation appears to be
13 beyond the applicable statute of limitations. Therefore, Count 28 represents three distinct conflicts of interest that
14 are still within the statute of limitations.

15 B. Violations Related to Urban Ed Academy: Counts 13, 25, and 29

16 The evidence indicates that between June 2023 and January 2024, Urban Ed went through the process of
17 submitting to HRC’s request for qualifications, receiving eligibility for a grant in accordance with that submission,
18 and signing a grant agreement to receive \$270,000 from HRC as a part of the same grant. The evidence also
19 indicates that while going through this process – a process which ended with Respondent executing the final grant
20 agreement in January 2024 – Urban Ed gifted Respondent with a portrait worth \$5,000 in December 2023. Table 5
21 below summarizes these actions between Respondent and Urban Ed.

Table 5: Summary of Gifts and Grant Agreement Actions between Urban Ed, Respondent, and HRC



Gift from Urban Ed to Respondent



Actions Related to Grant from HRC/Respondent to Urban Ed

Date of Gift or Action Related to Grant	Gift or Action Related to Grant Agreement	Grant Agreement Term	Amount of Gift	Amount of Grant	Counts
6/2023	Urban Ed Submission to HRC's Request for Qualifications				None
9/2023	Urban Ed Selected as Eligible Organization				None
12/6/2023	Portrait		\$5,000		13 – RSR Gift 25 – Reporting
1/1/2024	Man the Bay Grant	1/1/2024 – 12/31/2024		\$270,000	29 – Conflict
Total Amount of Gifts Accepted in Violation of Restricted Source Gift Rule			\$5,000		
Total Amount of Grants in Violation of Conflicts of Interest Rule				\$270,000	

1. Restricted Source Gift of Portrait – Count 13

The evidence indicates that Respondent was given a portrait of herself by Urban Ed Academy's Executive Director on December 6, 2023. The portrait was valued by the artist as being worth \$5,000. The artist stated that this was the actual value of the painting and that it was also what the artist was paid for creating the painting. There was no evidence presented that Respondent paid for or otherwise provided equal or greater consideration for the painting. In her social media post, Respondent referred to the painting as a "beautiful gift." The evidence indicates that, under California Government Code section 82028(a), the portrait constituted a gift to Respondent, and the gift was likely worth \$5,000.

The evidence indicates that on June 6, 2023 Urban Ed Academy submitted a response to an RFQ issued by HRC, the department of which Respondent was the executive director. The RFQ stated that the purpose of the RFQ was to identify organizations to receive City funding through a grant program. By submitting a response to the RFQ, Urban Ed Academy was seeking to enter into a contract with the department. Under Ethics Commission Regulation 3.216(b)-1, this means that Urban Ed Academy was seeking to do business with HRC and was therefore a restricted source for Respondent. Respondent was later selected as a prequalified entity. This prequalification further indicates that Urban Ed Academy was actively seeking a contract with HRC and was a restricted source for HRC employees.

1 At the time that Respondent received the portrait on December 6, 2023, Urban Ed Academy was a
2 restricted source for Respondent. The gift was therefore a violation of Campaign and Governmental Conduct Code
3 section 3.216(b), unless an exception were to apply. There is no indication that an exception applies to the portrait.
4 Thus, there is probable cause to believe that Respondent violated section 3.216(b) by accepting a \$5,000 gift from a
5 restricted source.

6 **2. Failure to Disclose Gift of Portrait – Count 25**

7
8 Under City and state law, Respondent was required to report all gifts from a source if gifts from that source
9 total \$50 or more in a calendar year. As discussed above, the evidence indicates that Respondent received a
10 reportable gift valued at \$5,000 by accepting the portrait from Urban Ed Academy. This gift was reportable under
11 City and state law. The evidence indicates that Respondent did not disclose the portrait on the Form 700 covering
12 2023, which Respondent filed on April 3, 2024. This failure to disclose the gift violated section 3.1-102(a) of the
13 Campaign and Governmental Conduct Code.

14 **3. Conflict of Interest – Count 29**

15 As discussed, the evidence indicates that Respondent received a gift with a value of \$5,000 from Urban Ed
16 Academy on December 6, 2023. Under state law, this gift made Urban Ed Academy a financial interest for
17 Respondent because the gift's value was greater than \$590. Thus, for twelve months following the receipt of this
18 gift, Respondent was prohibited from making or participating in any governmental decisions for which it was
19 reasonably foreseeable that the decision would have a material financial effect on Urban Ed Academy.

20 The evidence indicates that on January 1, 2024, Respondent signed a Grant Agreement between HRC and
21 Urban Ed Academy awarding Urban Ed \$270,000. This action constituted making a governmental decision because
22 Respondent "enter[ed] into [a] contractual agreement on behalf of his or her agency." 2 CCR § 18704(a).

23 Urban Ed Academy was a named party to the Grant Agreement, and its director of operations signed the
24 contract. Because Urban Ed Academy was a named party to the contract, it was reasonably foreseeable that the
25 approval of the contract would have a financial effect on Urban Ed Academy and that the financial effect would be
26 material.

27 There is thus probable cause to believe that Respondent violated City and state law by engaging in a conflict of
28 interest. The evidence indicates that Respondent made a government decision by signing the Grant Agreement, and

it was reasonably foreseeable that that decision would have a material financial effect on Urban Ed Academy. The group had provided Respondent with gifts totaling over \$590 within the prior 12 months, which meant that the group was a financial interest to Respondent.

C. Violations Related to USF: Count 30

Count 30 consists of four separate conflicts of interest, corresponding to four separate payments of City funds to USF that Respondent approved. As described above, the evidence indicates that Respondent approved these payments, and each approval constitutes a government decision for purposes of conflict-of-interest laws.

The evidence also indicates that during the same time period that Respondent approved the payments to USF, Respondent was an employee of, and receiving income from, USF. USF confirmed to investigators that USF paid Respondent a total of \$8,176 in 2022 and \$31,616 in 2023. The specific date or dates of payments from USF to Respondent were not provided in evidence. Table 6 below summarizes the salary and voucher payments between Respondent and USF.

Table 6: Summary of Salary and Payments between USF, Respondent, and HRC

- ☐ *Salary from USF to Respondent*
- ☐ *Payment from HRC and Approved by Respondent to USF*

Date of Salary Received or Payment Made	Salary Received or Payment Made	Employment Term	Amount of Salary to Respondent	Amount of Payment to USF	Counts
Aug – Dec, 2022	Respondent Receives Salary from USF	Aug – Dec, 2022	\$8,176		None
Sept 21, 2022	Payment to USF, Opportunities for All			\$2,691	30 – Conflict
Oct 7, 2022	Payment to USF Institute for Nonviolence and Social Justice			\$9,500	30 – Conflict
Jan – Dec, 2023		Jan – Dec, 2023	\$33,616		
May 4, 2023	Payment to USF for Summer Guest Housing			\$51,300	30 – Conflict
May 26, 2023	Payment to USF for Listening Session Catering			\$1,072	30 – Conflict
Total Amount of Grants in Violation of Conflicts of Interest Rule				\$64,563	

1 **1. Payment Approvals in 2022**

2 According to the evidence presented, Respondent approved a \$2,700 payment to USF on September 21,
3 2022 and approved a \$9,500 payment to USF on October 7, 2022. These government decisions would be prohibited
4 by Government Code section 87100 if, at the time of each decision, Respondent had received \$500 or more of
5 income from USF in the preceding twelve months.

6 The evidence indicates that Respondent received \$8,176 in income from USF in 2022, but the date or dates
7 of specific paychecks were not provided. Based on Respondent's employment start date with USF of August 23,
8 2022, the \$8,176 of income was paid to Respondent between August 23 and December 31, 2022. Thus, the evidence
9 does not establish with complete certainty that Respondent had received \$500 or more of income in the twelve
10 months prior to September 21, and likewise in the twelve months prior to October 7. If the \$8,176 was paid to
11 Respondent evenly across the roughly four month period of August 23 to December 31, Respondent would have
12 received roughly \$2,000 per month. This would mean that by September 21 Respondent would likely have received
13 roughly \$2,000 in income from USF, and that by October 7 Respondent likely would have received \$3,000 in
14 income from USF. If this is the case, then Respondent would have received more than \$500 in income from USF in
15 the twelve months prior to each of the two government decisions, and thus both actions by Respondent would
16 violate Government Code section 87100.

17 Although it is also possible that Respondent had not yet received any income from USF by September 21
18 nor by October 7, it seems unlikely that Respondent would not yet have received \$500 or more at those times
19 considering her average monthly income during that time period was roughly \$2,000 and one month or more had
20 elapsed between her USF employment start date and the government decisions in question. The legal standard for
21 probable cause is whether the evidence would "lead a person of ordinary caution and prudence to believe or
22 entertain a strong suspicion" that a violation occurred. For purposes of this probable cause proceeding, I find that the
23 evidence is sufficient to lead a person of ordinary caution and prudence to believe or entertain a strong suspicion that
24 Respondent had already received \$500 or more of income from USF at the time she made government decisions
25 affecting USF on both September 21 and October 7. Thus, there is probable cause to believe that Respondent
26 violated Government Code section 87100 on both occasions. Because USF was explicitly named as the recipient of
27 the payments, it is clearly foreseeable that the decision to approve the payments would have a material financial
28 effect on USF.

1 **2. Payment Approvals in 2023**

2 According to the evidence presented, Respondent signed an agreement to pay \$51,300 to USF on May 4,
3 2023 and approved a \$1,072 payment to USF on May 26, 2023. These government decisions would be prohibited by
4 Government Code section 87100 if, at the time of each decision, Respondent had received \$500 or more of income
5 from USF in the preceding twelve months.

6 As discussed above, the evidence indicates that USF paid \$8,176 of income to Respondent between August
7 23 and December 31, 2022. This evidence alone establishes that on both May 4, 2023 and May 26, 2023 Respondent
8 had received more than \$500 of income from USF in the prior twelve months. The evidence indicates that USF also
9 paid Respondent \$31,616 in 2023, so it is possible that Respondent also received some portion of this income during
10 the twelve months prior to the government decisions she made in May 2023. Regardless, the 2022 income is
11 sufficient to establish that USF was a financial interest for Respondent at the time of the government decision in
12 May 2023, and the evidence therefore indicates that Respondent violated Government Code section 87100 by
13 approving the payments to USF. Because USF was explicitly named as the recipient of the payments, it is clearly
14 foreseeable that the decision to approve the payments would have a material financial effect on USF.

15
16 **D. Failure to Complete Annual Ethics Trainings and Annual Sunshine Ordinance Trainings: Count 31**

17 As Executive Director of HRC, Respondent was required to complete ethics training and Sunshine Ordinance
18 training every year and to file corresponding Ethics Training Certificates and Sunshine Ordinance Declarations
19 verifying completion of such trainings every year. This evidence indicates that Respondent did not certify her
20 completion of either training in 2022, 2023, or 2024. This indicates six violations of City law for failing to complete
21 two required trainings in each of three consecutive years. I therefore find that probable cause exists to find that these
22 six violations occurred.

23
24
25
26 

27 **Patrick Ford**
28 Executive Director

 November 6, 2025