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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 29, 2022

**Subject** Expanded Learning Programs After School Program Master Contract 2022-2025 with Ujimaa Foundation

**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** *Vendor will serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services, as described in the Master Contract, for the one OUSD school site listed in Exhibit A.*

**Term** Start Date: 7/1/22 End Date: 7/31/25

**Not-To-Exceed Amount** \$1,057,836.00

**Competitively Bid** Yes

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

**In-Kind Contributions** *District staff monitor budgets and grant compliance requirements. District provides space and Custodial Services for after school programs.*

**Funding Source(s)** *Resource 6010 – After School Education and Safety (ASES) Program in the amount of \$457,836.00; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$600,000.00*

**Background** *The After School Education and Safety (ASES) Program is the result of the*

*2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in Kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 and 8484.6.*

*The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade. "Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.*

*This agency has demonstrated experience and capacity in serving in the after school lead agency role. This organization successfully met all of the requirements of OUSD's Request for Qualifications process for after school programs and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office. The school Principal and their team have selected this agency from a list of approved lead agency partners.*

**Attachment(s)**

- Expanded Learning Programs After School Program Master Contract 2022-2025 with Ujimaa Foundation
- Request for Proposal 21-104ASP and Vendor Bid Materials

**Expanded Learning Programs  
After School Program Master Contract 2022-2025  
Between Oakland Unified School District and**

Ujimaa Foundation

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1. **Intent.** This Memorandum of Understanding (“MOU”) establishes the Oakland Unified School District’s (“OUSD”) intent, contingent upon OUSD’s receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Ujimaa Foundation (“AGENCY”) to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at the OUSD school sites identified in the Scope of Work(s) to be incorporated into this MOU by reference. A summary of Agency after school programs to be offered during the school year (“SUMMARY”) is attached hereto as Exhibit A. Summer programs will be selected through a Scope of Work at a later date, based on OUSD needs and site availability, and subject to Board approval. Identification of summer programs is anticipated in February of each year and after-school providers will be assigned to OUSD schools to facilitate summer programming.
2. **Scope of Work.** The Scope of Work consists of the approved Annual Budget Tool and Annual Expanded Learning Opportunity Program Planning Tool, templates of which are attached hereto as Exhibit B. There shall be a Scope of Work for each separate school site served by AGENCY. The term of the Scope of Work shall not exceed one year. OUSD and AGENCY shall ensure that a Scope of Work is executed for each identified school site no later than 30 days prior to the date on which services under that Scope of Work are scheduled to begin. By approving this Master Contract, and the Scope of Work templates and Summary attached hereto as Exhibits A and B, the OUSD Board of Education (“BOARD”) delegates to the Executive Director of Community Schools and Student Services (“CSSS Executive Director”) the authority to approve and amend individual Scopes of Work for after school programs during the school year without further Board action required. Any Scopes of Work or amendments that will exceed the approved amounts in the SUMMARY require Board approval.
3. These services will be funded by one or more of the following grants:
  - California Department of Education (“CDE”) After School Education and Safety Program (“ASES”)
  - US Department of Education 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC)
  - US Department of Education 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (“ASSETS”)
  - Expanded Learning Opportunities - Programs (“ELO-P”)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth (“OFCY”) After-School Initiative funds that shall be utilized as matching funds to CDE ASES and 21<sup>st</sup> CCLC funds.
  - Private grants
4. **Term of MOU.** The term of this MOU shall be July 1, 2022, through July 31, 2025.
5. **Termination and Suspension.**
  - 5.1. **Termination for convenience by OUSD.** The BOARD may at any time terminate this MOU or any Scope of Work entered into pursuant to Section 2 of this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. The OUSD After Schools Program shall also annually review the AGENCY’S performance and bring recommendations to terminate the AGENCY to the Board.

- 5.2. **Termination for cause by OUSD.** In addition, OUSD may terminate this MOU or any Scope of Work entered for cause should AGENCY fail to perform any part of this MOU. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the BOARD, in which case this Agreement would terminate upon ratification of the termination by the 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. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost for the services through the end of the Term identified in Section 3.
- 5.3. In the event of termination or suspension, AGENCY must, upon request, follow all transition protocols and actively participate in the transition process, attend all transition meetings, promptly turn in all keys and key fobs, transfer custody of all records, and inventory of all after-school supplies.
- 5.4. **Suspension.** If OUSD, at its sole discretion, develops health and/or safety concerns related to the AGENCY's provision of services, then the CSSS Executive Director may, upon approval by OUSD legal counsel, issue a notice to AGENCY to suspend the Agreement or Scope of Work, in which case AGENCY shall stop providing services under the Agreement until further notice from OUSD. OUSD shall compensate AGENCY for services satisfactorily provided through the date of suspension. During the period of suspension, OUSD may procure services from another agency.
- 5.5. **No Premature Termination by AGENCY.** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change. In the event AGENCY ceases to provide required services prior to the end of the MOU term, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost through the end of the Term identified in Section 4. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
6. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES, and 21st CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three year grant totals for each school site identified in Exhibit A. The three year not-to-exceed amount for this MOU is \$ 1,057,836.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 6.1. **Total Compensation.** Subject to the provisions of 6.2 Positive Attendance and the provisions of 6.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Funding will be contingent on CDE grant allocations. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and training and in continuous quality improvement efforts.
- 6.2. **Positive Attendance.** Payment for services rendered related to the ASES, 21st CCLC, ASSETS, and ELO-P grants shall be based on actual student attendance rates (\$10.18 a day per student through ASES, 21st CCLC, ASSETS and ELO-P.), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.18

a day for ASES, 21st CCLC, ASSETS, and ELO-P per student. Documentation of attendance must be submitted through the OUSD's Aeries student information system in order for invoices for payment of services for the ASES, 21st CCLC, ASSETS, and ELO-P grants to be processed. Attendance is due by the 10th day of the following month. In the event that any school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), and AGENCY provides programming remotely pursuant to Section 7.4.5 of this MOU, AGENCY shall calculate attendance based on student participation in AGENCY's remote programming.

- 6.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on a quarterly review of monthly invoices and attendance for services rendered related to the ASES, 21ST CCLC (Core Grant), ASSETS, and ELO-P for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of an additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 6.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance-based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 6.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 6.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 6.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASES and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P programs.
- 6.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for each school year during the Term of this Agreement and will not exceed the budget reflected in Exhibit B for each Scope of Work.
- 6.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD and AGENCY, before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

**6.7. Program Fees.** The intent of the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. The fee structure must be identified within the Scope of Work approved by both parties prior to charging any program fees. AGENCY shall provide the OUSD After School Programs Office with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Any site receiving 21<sup>st</sup> Century Community Learning Center (CCLC) and ASSETS must report all fees collected (i.e.- registration fees, family fees, application fees, etc.) to OUSD After-School Program Office for CDE reporting.

7. **Services.** AGENCY will serve as lead agency at the OUSD school sites identified in the annual Scope of Work , will be responsible for operations and management of the ASES, 21<sup>st</sup> CCLC, ASSETS, ELO-P, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2022-2023 through 2024-2025. This shall include the following required activities:

7.1. **Student Outcomes.** AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team, both of which are incorporated herein. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.

7.1.1. **Alignment with Single Plan for Student Achievement (“Site Plan”).** AGENCY will ensure the after school program aligns with objectives of OUSD and OUSD school sites identified in the “School Site List and Annual Grant Amounts” attached hereto as Exhibit A which are designed to ensure the success of students as articulated in the Site Plan(s). AGENCY will work in partnership with the school principal(s) to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

7.1.2. **Alignment with LCAP.** AGENCY will ensure the after-school program aligns with objectives LCAP Goal 2: Focal student groups demonstrate accelerated growth to close our equity gap and should be supportive of other LCAP goals, as identified in the Annual Expanded Learning Opportunity Program Planning Tool within the Scope of Work.

7.1.3. **Continuous Quality Improvement (CQI).** AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:

- beginning of year self-assessment using Truth, Hope, Change, Curiosity tool
- planning with data (using self-assessment and other program data as available)

- development of quality action plan with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

The CQI cycle is intended to be a collaborative process involving program staff, and can include other stakeholders (ie. youth leaders, school partners, parents, other community partners).

Agency staff (Site Coordinators and other agency staff) are also required to participate in any OUSD sponsored CQI training provided by the OUSD After School Programs Office.

7.2.**Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASES and 21<sup>st</sup> CCLC and ASSETS, and ELO-P funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

7.3.**Enrollment.** At each OUSD school site identified in the “School Site List and Annual Grant Amounts” attached hereto as Exhibit A, and for which there is a Scope of Work, AGENCY will enroll sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### 7.4.**Program Requirements**

7.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components. ELO-P funding can be used to support intercession programming and before-school care.

7.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2022–2023 through the 2024-2025 school years. AGENCY will close the ASES, 21<sup>st</sup> CCLC and ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2022-2023 through the 2024-2025 school years for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental or ELO-P grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

7.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P grants for students identified at each of the schools listed in the “School Site List and Annual Grant Amounts” attached hereto Exhibit A. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and

recreation/physical fitness activities as core components of the after-school program, and summer program if summer program is provided.

- **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at all schools site receiving Equitable Access funding to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental and/or ELO-P grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. If summer services will be added, a separate Scope of Work will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- **Elementary and Middle School Sports League Activities.**  
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off-site practices and games, are subject to the field trip policy high-risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Elementary and Middle School Sports Release of Liability and Assumption of Risk prior to participation. The Elementary and Middle School Sports Release of Liability and Assumption of Risk template will be provided to the AGENCY by OUSD prior to the beginning of each school year.

7.4.3.1. Super Snacks/Snack/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:

7.4.3.1.1. Provide meals and beverages that meet State and Federal standards;

7.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the super snack/snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;

7.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;

7.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;

7.4.3.1.5. Provide annual training to AGENCY.

7.4.3.2. Each AGENCY participating in the Nutrition Services super snack/snacks/supper/beverage program shall:

7.4.3.2.1. Attend annual training. In the event that the person responsible for super snack or snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;

7.4.3.2.2. Complete After School Super Snack, Snack, and Supper Menu Production Worksheets (MPW) on a daily basis;

7.4.3.2.3. Ensure meal count is accurate;

- 7.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;
  - 7.4.3.2.5. Return leftovers to the cafeteria;
  - 7.4.3.2.6. Ensure that only students are served and receive food from the program;
  - 7.4.3.2.7. Ensure that meals are not removed from campus
  - 7.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 7.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 7.4.3.3.1. MPW not completed and submitted by the next business day;
  - 7.4.3.3.2. Super Snacks and Snacks are ordered and not picked up
- 7.4.3.4. In addition to any applicable liability associated with audit findings, AGENCY will be charged OUSD's current meal costs that OUSD is unable to claim due to AGENCY's failure to comply with program requirements: The current costs for the 2021-2022 school year are below; these amounts may change throughout the life of the agreement.
- 7.4.3.4.1. Super Snack: \$3.66
  - 7.4.3.4.2. Supper: \$3.66
- 7.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 7.4.3.6. In accordance with guidance provided by the California Department of Education, in the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), OUSD may fulfill its above-described obligations to provide after-school meals, snacks, and/or beverages through a "grab-and-go" meal distribution program, in which case AGENCY shall not be responsible for distributing after-school meals, snacks, and/or beverages.
- 7.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20 for elementary, middle, and high school programs, with no more than 20 youth for each qualified, adult staff supervisor. TK-K programs must operate on a 1:10 staff to youth ratio.
- 7.4.5. **Remote Provision of Services.** In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.
- 7.5.**Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
- 7.5.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:
- Financial reports
  - Activity reports
  - Outcomes reports: behavioral and academic

- Staff Qualifications

7.5.2. **Attendance Reports.** AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years following the termination of this Agreement for auditing purposes.

7.5.3. **Use of Enrollment Process.** AGENCY will use OUSD online and paper After School Program Parent Permission packet, including early release waiver, for all after-school participants. Forms will be provided to AGENCY by OUSD prior to the beginning of each school year. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUS enrollment packet, in advance of distribution.

7.5.4. **Maintain a Clean, Safe, and Secure Environment.** AGENCY shall maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training, and security policies and protocols sufficient to ensure staff, student, and family member safety.

7.6. **Alignment of After School Safety Plan with School Site Comprehensive Safety Plan.** AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator(s) to complete and/or update and submit an annual after school safety plan(s) by mid-October each year which aligns with and is part of each school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.

#### 7.7. **Incident and Injury Reporting, Crisis Response and Training; Accident Insurance**

7.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after-school program participants, visitors, or staff must be reported via email to OUSD's incident reporting email address identified in the Incident and Injury Reporting and Crisis Response Protocols by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after-school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

7.8. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

7.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:

- Administration, faculty, and staff of each school site covered by this MOU (Exhibit A)
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth

- Community organizations and public agencies

7.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

7.11. **Loss of Standing as Qualified Organization:** Failure to ensure MOU requirements are fulfilled may result in loss of good standing as a qualified organization and/or termination of the partnership.

## 8. **Field Trip Policy. FIELD TRIPS, OFF-SITE EVENTS, AND OFF-SITE ACTIVITIES:**

8.1. AGENCY shall provide each Site Administrator and the OUSD Expanded Learning Office with a schedule of all after-school program field trips and/or off-site events and/or off-site activities, on a template to be provided by OUSD, by the first day of each semester, and a schedule of all summer field trips and/or off-site events and activities by the first day of the summer program, if AGENCY is providing summer services.

8.2. All field trips and off-site events/activities must be approved in advance by OUSD; AGENCY representatives, including staff and subcontractors, may not take students off-site for events, activities, and field trips without OUSD's approval. AGENCY shall submit OUSD's Field Trip request form to the after school site coordinator, agency director, and site administrator to seek approval. AGENCY shall comply with OUSD policy and regulations regarding Field Trips.

If AGENCY becomes aware of an unauthorized field trip or off-site activity/event prior to the trip taking place, AGENCY shall cancel the trip/activity and notify the family, site leader, and OUSD Expanded Learning Office. Nothing in the preceding sentence shall be construed as requiring reporting to families, site leaders, or OUSD Expanded Learning Office when it is prohibited by law.

If AGENCY becomes aware of an unauthorized field trip or off-site activity/event after the trip/activity has taken place, AGENCY shall immediately terminate the AGENCY staff or subcontractor organizing the trip, and notify the family, site leader, and OUSD Expanded Learning Office. Nothing in the preceding sentence shall be construed as requiring reporting to families, site leaders, or OUSD Expanded Learning Office when it is prohibited by law.

8.3. AGENCY hereby certifies that after-school and any summer program staff and/or subcontractors will comply with OUSD board policy and regulations, and the procedures in Sections 8.3, 8.4, 8.5, and 8.6, for all field trips, off-site events and off-site activities.

8.3.1. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgment must be signed by all adult chaperones both of which shall include the following information:

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

8.3.2. **"Notice of Waiver of All Claims:** Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of

California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion.”

8.3.3. After school and summer program staff or subcontractors leading trip must have a written list of students attending the trip.

8.3.4. No student shall be prevented from making a trip due to lack of sufficient funds.

8.3.5. After school and summer program staff or subcontractors leading the trip shall have a sufficient first aid kit in their possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

8.3.6. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of the trip and any needed revisions to the supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with the physician’s instructions.

### 8.3.7. **Supervision**

8.3.7.1. AGENCY Executive Director must review and approve the supervision plan.

8.3.7.2. Trip as structured is appropriate to age, grade level, and course of study.

8.3.7.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after-school program staff, students, and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after-school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading the trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students’ activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

8.3.7.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.

8.3.7.5. Adult: Student Ratio is at least 1:10 or higher if swimming or wading or high-risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.

8.3.7.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).

8.3.8. **Transportation Requirements:** The AGENCY after-school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY’s own equipment, contract to provide transportation, or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians’ written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation

arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 per occurrence/\$2,000,000 aggregate General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

8.3.9. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

8.3.10. Vendor is licensed to provide all proposed activities.

8.3.11. All after-school program student participants on field trips, off-site events, or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

#### **8.4. Additional Requirements for High Risk, Overnight, or Out of State Trips:**

##### **8.4.1. Definition of High-Risk Activities**

8.4.1.1. Because of concerns about the risk to student safety, the after-school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after-school or summer program trips, events, and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling

- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety

8.4.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.

8.4.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

8.4.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after-school program trips. Chaperones shall act in accordance with district policies, regulations, and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

8.4.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test is negative shall thereafter be required to take a tuberculosis test every four years or sooner if deemed necessary by AGENCY.

8.4.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s), and students in advance of the trip to discuss trip and safety-related procedures, itinerary and questions.

8.4.5. Sleeping arrangements and night supervision are safe and appropriate.

8.4.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

### 8.5. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading

8.5.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.

8.5.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratios and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

#### 8.5.3. Swimming Activities

8.5.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of the trip and a tracking system is designed to ensure they do not enter the pool or swim area.

8.5.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after-school program staff before the trip is scheduled.

- 8.5.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 8.5.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 8.5.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 8.5.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 8.5.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 8.5.3.8. Staff and chaperones assigned to supervise students must wear swimsuits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 8.5.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 8.5.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

#### **8.6. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities**

- 8.6.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the OUSD Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver, on a form to be provided by the OUSD to AGENCY prior to the beginning of each school year, executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
  - 8.6.2. Should AGENCY fail to provide an original, properly completed, signed, and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers, and agents from all claims and actions resulting therefrom.
  - 8.7. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).
9. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASES, 21st CCLC, ASSETS, & ELO-P grant funds contracted to AGENCY by OUSD for the fiscal year 2021-2022. AGENCY will function as a sub-recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub-recipient guidelines for the federal 21<sup>st</sup> Century Community Learning

Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

9.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.

9.2. **Disputes.** AGENCY shall make all records related to ASES, 21ST CCLC, ASSETS, and ELO-P available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

## 10. Invoicing

10.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

10.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.

10.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form, to be provided by OUSD to AGENCY prior to the beginning of each school year, for regular invoice submission.

10.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit C)**

10.5. **Submission of Invoices for ASES, 21<sup>st</sup> Century, and ELO-P Grants.** For services rendered related to the ASES, 21<sup>st</sup> CCLC, ASSETS, ELO-P grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASES, 21ST CCLC, ASSETS, and ELO-P grants, with a cumulative total for 2022-2025 not to exceed the amount identified in Section 6, and in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD Expanded Learning Office via Salesforce Community invoicing tool. AGENCY will also submit the required OUSD invoicing and staff qualifications form via the Salesforce Community. OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

11. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are

lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 12. Changes

12.1. **Agency Changes.** AGENCY may, at any time, request in writing changes to the Scope of Work. . In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written request shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in an amended Scope of Work and signed by OUSD prior to AGENCY's implementation of such changes; changes that increase the proposed budget may require prior approval by the BOARD.

12.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2022-2023 through the 2024-2025 fiscal years to reflect additional changes resulting from such legislation.

## 13. Conduct of Consultant

13.1. **Staff Requirements.** AGENCY must comply with all Federal and State employment and labor laws. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:

13.1.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense Mandated Reporter training equivalent to that set forth in California Education Code section 44691(b) to all AGENCY agents at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

13.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, AGENCY 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, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.

13.1.3. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

- 13.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48-semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on-site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching, and preparation time to enable staff and agent performance to meet the goals of the ASES/21<sup>st</sup> Century after-school grant program and provide a safe and secure program.
- 13.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests, the removal of any AGENCY related persons, employees, representatives, or agents from the OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after-school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 13.3. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit F is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of a change in either private interest or services under this MOU, 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.
- 13.4. **Drug-Free / Smoke-Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees, and or subcontractors.
- 13.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY 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 or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

**13.6. Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance, and participation in after-school programs. In order to have safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents. AGENCY employees shall undergo training around appropriate interactions with students in child development setting.

**13.7. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after-school programs that support a positive school climate.

**14. Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers, and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers, or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers, or agents in accordance with the terms of the preceding paragraph.

**15. Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:

**15.1. Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

**15.2. Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.

**15.3. Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment, and supplies of AGENCY. If any OUSD property is leased, rented, or borrowed, it shall also be ensured the same as real property.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, OUSD may immediately terminate this agreement. The acceptance by OUSD of the above-

required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. (Exhibit D).

16. **Legal Notices.** All legal notices provided for under this MOU shall be sent via email to the email address set forth below, or personally delivered during normal business hours, or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Martha Pena  
Site/Dept: 922/Community Schools & Student Services  
Address: 1000 Broadway, Suite 150  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-2427  
Email: martha.pena@ousd.org

**AGENCY**

Name: Blu Pride  
Title: Executive Director  
Address: 835 Isabella St  
City, ST Zip: Oakland, CA 94607  
Phone: 510-598-9558  
Email: blupride@ujimaafoundation.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.

17. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
18. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
19. **Program Books and Supplies.** Supplies can be purchased by OUSD and by the Lead Agency. A Lead Agency cannot exceed \$2,500 in supply purchases. Supplies to be used in both the school day and after-school program must be jointly funded, with a maximum of 50% applied to ASES/21st. All supplies purchased with grant funding are and remain the property of OUSD and must remain at the site.
20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:** The District 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, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/>

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On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

**OAKLAND UNIFIED SCHOOL DISTRICT**

*J.S.D. Yu* 6/30/2022

- President, Board of Education Date  
 State Administrator  
 Superintendent

*J. H. ...* 6/30/2022  
Secretary,  
Board of Education Date

DocuSigned by:  
*Andra Bustamante* 6/1/2022  
808EC2B9F1FE4AB...  
Executive Director Date  
Community Schools and Student Services Dept.

DocuSigned by:  
*Sandra Aguilera* 6/1/2022  
8072CB9033AD406...  
Chief Academic Officer Date  
Continuous School Improvement

**AGENCY**

DocuSigned by:  
*Blu Pride* 6/1/2022  
085F93AED74049B...  
Agency Signature Date

Blu Pride, Executive Director  
Print Name, Title

**Attachments:**

- **Exhibit A.** School Site List and Annual Grant Amounts
- **Exhibit B.** Scope of Work Template and Budget Tool Template
- **Exhibit C.** Procedure for Invoicing & Attendance
- **Exhibit D.** Certificates of Insurance
- **Exhibit E.** Statement of Qualifications
- **Exhibit F.** Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

Legislative File ID: 22-1497

*MOU template approved by OUSD Office of the General Counsel May 2022*

Exhibit A  
 Schools Sites Supported Under this Agreement and Annual Grant Amounts  
 After School Programs (Not Summer School)

After-School Sites:

School Site Name:	Projected After-School Enrollment Numbers:	Projected Three Year Grant:
Carl Munck Elementary	123	\$1,057,836.39
	Total:	\$1,057,836.39

Exhibit B

Blank Template of PPT and Budget Tool

**INSERT HERE**



## 22-23 OUSD Expanded Learning Programs -After-School Program

### ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2022-2023

#### ASES, 21st Century, and ELO-P After-School Program Plan

@

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION			
School Site Name: <input style="width: 100%;" type="text"/>	School Type: <ul style="list-style-type: none"> <li><input type="checkbox"/> Elementary (TK-5)</li> <li><input type="checkbox"/> Elementary/Middle (TK-8)</li> <li><input type="checkbox"/> Middle (6-8)</li> <li><input type="checkbox"/> High School (9-12)</li> <li><input type="checkbox"/> - Alternative High School</li> <li><input type="checkbox"/> - Continuation High School</li> <li><input type="checkbox"/> - Comprehensive High School</li> </ul>		
CDS Code: <i>(This is a 14-digit code, search <a href="#">here</a>)</i>		Expanded Learning Lead Agency:	
Principal Name:		Principal Signature and date:	
Lead Agency Signatory Name:		Lead Agency Signature and date:	
Executive Director, Community Schools & Student Services:		Executive Director, CSSS Signature and date:	

SECTION 2: PROGRAM OPERATIONS	
Average Daily Attendance, Program Dates, Minimum Days & Enrollment	
To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year. Programs must begin to operate on the first day of school and run until the last day of school.	
Projected daily attendance for 2022-2023 school year program.	
Program Operations for the 2022-2023 school year. First Day: August 8, 2022 Last Day: May 25, 2023	
UPDATED ED CODE:	Per CDE Education Code Section 8483.7(c) allows programs to closed for a <b>maximum of 3 days during a calendar year (not a school year)</b> for staff development. Families and school site personnel must be notified of these program closure dates in advance, and the lead agency must maintain and upload documentation of professional development activities offered on these dates, including training agenda and staff sign-in sheets. <b>This should be uploaded no later than 5 business days after the closure day.</b>
Identify the three days (if any) your program plans to close this year for PD. The program must be open all other days of the school year. (Updates for any date changes are due September 2022).	
1st: <input style="width: 100%;" type="text"/>	2nd: <input style="width: 100%;" type="text"/>
3rd: <input style="width: 100%;" type="text"/>	
<b>Minimum Days.</b> When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. <b>There is an expectation already established for the 36 weekly minimum days, however, if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.</b>	
Projected Number of Minimum Days for School Year 2022-2023: <input style="width: 100%;" type="text"/>	
Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, the school-site should help identify additional funds to support these additional hours of programs?	

**SECTION 3a: PROGRAM MODEL. Average Daily Attendance, Program Dates, Minimum Days & Enrollment**

Which of the following program models will your site operate as for 2022-2023? [\(If you choose Extended Day, please explain why using this link.\)](#)

Program Model:	Please only select <b>ONE</b> of the options below
	<input type="checkbox"/> Traditional After-school <input type="checkbox"/> Extended Program <input type="checkbox"/> Blended/Hybrid

<p><b>Traditional After-School:</b> Voluntary program, open to all students, with enrollment priorities targeting certain students.</p> <p><b>Extended Day Program:</b> After-school-program classes offered to an entire group of students from targeted grades and/or for all students of the school after the end of the regular bell schedule. (Note: extended day classes must not appear on the school bell schedule)</p> <p><b>Blended/Hybrid:</b> A combination of some extended day and some traditional after-school programming. (If you are conducting a blended/hybrid program, please use the section below to explain your program model type.)</p>	<p style="text-align: center;"><b>Which grade levels will be served by this program?</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">TK</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>K</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>1</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>2</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>3</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>4</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>5</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>6</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>7</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>8</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>9</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>10</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>11</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>12</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>	TK	<input type="checkbox"/>	K	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	6	<input type="checkbox"/>	7	<input type="checkbox"/>	8	<input type="checkbox"/>	9	<input type="checkbox"/>	10	<input type="checkbox"/>	11	<input type="checkbox"/>	12	<input type="checkbox"/>
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11	<input type="checkbox"/>																												
12	<input type="checkbox"/>																												

**ENROLLMENT PROCESS & TIMELINE**

**Instructions:**

Please navigate to the folder for your school. Once inside the folder, click the pencil button in the top right corner. After the dropdown list appears, select 'Upload or Import'. Next, click on the drag or browse window and upload the Enrollment Timeline file. Please name your file in this format: SchoolName\_EnrollmentTimeline

**Please check the box below after completing the above instructions**

Enrollment Timeline has been uploaded to the Program Plan folder

*Important dates to include in your timeline*

**April - June:** Spring enrollment for 2022-2023 programs.  
 Families will be notified of 2022-2023 after-school enrollment before the **last day of school, May 27, 2022.**  
 After-school programs begin on the **first day of school** when enrollment is at a minimum 75% capacity.

**August - September:** new school year enrollment of families for remaining program slots.  
 The remaining program slots will be filled by **September 30, 2022**, except for slots reserved for transitional students (i.e., Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year  
 All programs must maintain **waitlists** for grades 7-12 after program slots are filled. There should be no waitlists for grades

TK-6 as funding is provided through ELO-P to eliminate waitlists for those grades. CDE and OUSD have established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. With these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community. Make sure to include a description of 1-3 enrollment priorities that will be made public and why.

**\*\*This may look different for High School and Continuation schools based on alternative schedules and intercession. Please include the items above that are applicable to your schedule and recruitment process. Describe how your school will identify and recruit students beginning of Spring 2022. Indicate how families will be notified of 2022-2023 enrollment before the last day of school.**

<b>SECTION 3b: GOLDEN TICKET</b>
<p><a href="#">Who can receive the Golden Ticket?</a></p> <p>Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a <i>Golden Ticket</i>. Transitional students are by definition:</p> <ul style="list-style-type: none"> <li>- Any OUSD student who is a homeless youth, as defined by the federal <b>*McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)</b>, who is in foster care, or is designated as an unaccompanied minor.</li>   <li>- Any OUSD student who identifies as a newcomer, refugee or as an asylee. <b>*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)</b> <ul style="list-style-type: none"> <li>- Establishes the definition of homeless used by schools</li> <li>- Ensures that children and youth experiencing homelessness have immediate and equal access to public education</li> <li>- Provides for educational access, stability, and support to promote school success</li> <li>- Needed to address the unique barriers faced by many homeless students</li> </ul> </li> </ul>

<b>SECTION 4: PROGRAM COMPONENTS (The descriptions below should reflect site's specific needs)</b>	
<p>CDE requires that programs must provide a safe environment and include an <b>educational component</b> that provides tutoring and/or homework assistance; and an <b>educational enrichment</b> component, which may include, but not limited to STEAM, recreation, prevention and other Social Emotional Learning (SEL) activities (EC Section 8482.6); and provide opportunities for <b>physical activity</b>. (EC Section 8483.3[c][7]) <u>The description below should reflect site-specific needs.</u></p>	
<input type="checkbox"/> I am aware of and will implement the required educational component listed above.	
<p><b>Educational and Literacy Component</b> that includes tutoring/homework assistance in the core subject (language arts, math, history/social science etc) Make sure to include how you will integrate SIPPS (k-5) and/or Reading with Relevance (6-12).</p>	<p><b>Describe how the after-school program will provide the educational &amp; literacy component.</b></p>

**Respond Below:**

<p><b>Homework assistance in the core subjects (language arts, math, history /social science, etc.)</b></p>
<p>How are students building academic skills? How is social-emotional academic development being integrated? (Include specific strategies for creating a <a href="#">safe &amp; supporting environment through encouragement and active engaged learning.</a>)</p>

**Respond Below:**

Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)

How does the expanded learning program choose which educational enrichment activities are offered? (Include specific strategies designed to foster [skill-building](#), [youth voice and leadership](#) and [diversity, access and equity](#).)

**Respond Below:**

Physical Activity is other than recess that is structured and supervised with a warm-up, structured physical activities, and a cool down. (This should happen for all students in the program.)

Please check here if you want to partner with Oakland Athletic League to provide organized sports in the **elementary** program.

CDE expects **Elementary** programs to offer 30-60 minutes of developmentally appropriate, **daily physical activity** (to help meet CDE recommendation of 60 daily minutes of moderate to vigorous physical activity for youth) **This is not 'free play' or recess.** (We understand Middle and High will vary based on sports programs and scheduling. Please explain how the after-school program will address physical activity in your program, including type, frequency, and target population. All students should have the opportunity for physical activity).

- Plan and evaluate (review fitness test results, track minutes, etc.)
- Include a variety of activities throughout the year

Describe how the after-school program will provide [structured physical activity](#) for all participants. (Include specific strategies to promote [healthy choices and behaviors](#).)

**Respond Below:**

Family Engagement/Literacy Component that includes literacy activities and other educational services that engage adult family members of students.

Describe how the expanded learning program provides opportunities to promote literacy and/or other educational services to adult family members of students?

**Respond Below:**

1. Complete the program schedule form or upload your program schedule.

a. **Make sure your program schedule includes:**

- i. **Any before care offered for TK- 6th grade**
- ii. **Class/Activity title i.e. African Dance, not just enrichment**
- iii. **Day and time offered**

b. Complete this form to design the program component [attached template](#) to describe program components then link them into this document. Program component description link: linked to the [spreadsheet](#) create a drop-box option (a) CDE--academic, enrichment, physical activity "use the same title".

*\*In the fall, sites are required to resubmit updated program schedules. This schedule should be clearly aligned with the supports identified in section 4.*

#### Academic Alignment with School Day and [District Priorities](#)

Please provide a short narrative that identifies how the expanded learning program will support school goals aligned with district student learning goals in the appropriate grade level box below.

- Collaborate with the school site administrator and consult the School Site Plan to align with the school day.
- Consult the descriptions below for the District's priorities for elementary, middle, and high school.

#### [OUSD Student Learning Goals:](#)

- 1- All students build **relationships** to feel connected and engaged in learning
- 2- All students continuously grow towards meeting or exceeding standards in **English Language Arts**
- 3- All students continuously grow towards meeting or exceeding standards in **Math**
- 4- English Learner students continuously develop their language, reaching **English Fluency** in 6 years or less
- 5- All students grow a year or more in **Reading** each year
- 6- All Students graduate college-, career-, and community-ready

**How will the expanded learning program further these OUSD Learning Goals?** (Choose 2-3 to focus on for the 2022-23 School Year)

### **Respond Below:**

#### SECTION 5: CONTINUOUS QUALITY IMPROVEMENT (Alignment with CDE and OUSD)

To increase the effectiveness of a program, it is critical to engage in an ongoing continuous cycle of assessment, planning, and improvement. While the process should be carried out at the site level, documentation of this process should be submitted by the grantee.

This cycle of improvement revolves around twelve critical standards—the [Quality Standards for Expanded Learning in California](#)—which were developed in partnership between the California Department of Education's (CDE) After School Division and the California Afterschool Network (CAN) Quality Committee.

#### POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

Fill out this [Google Form](#) to identify where your program is with's quality standards. [Google Form](#)

#### Resources:

- [Definitions: CDE Quality Standards](#)
- [Unpacked: CDE Quality Standards & CQI Spectrum](#)
- [Scoring Key: CDE Quality Standards & CQI Process](#)

**PROGRAM SELF-ASSESSMENT TRUTH \* HOPE \* CHANGE \* CURIOSITY (TH3C)**

Indicate which stakeholders who participated in the Program Self-Assessment in 2021-2022

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Internal evaluator     | <input type="checkbox"/> External evaluator  | <input type="checkbox"/> School administrator  |
| <input type="checkbox"/> District administrator | <input type="checkbox"/> Certificated staff  | <input type="checkbox"/> Classified staff      |
| <input type="checkbox"/> Program director       | <input type="checkbox"/> Site coordinator    | <input type="checkbox"/> Site-level/line staff |
| <input type="checkbox"/> Parents/guardians      | <input type="checkbox"/> Students            | <input type="checkbox"/> Community partners    |
| <input type="checkbox"/> Advisory group         | <input type="checkbox"/> Other stakeholders: |  |

**TRUTH**

What is currently happening in the program? Use data to identify the truth about 1-2 self-selected aspects of the program.

[Please use this template to help you identify your truth.](#)

**Respond Below:**

**HOPE**

Given what was shared in the **Truth** section, what is the vision for the program as identified by students, families, parents, staff, and site support team?

**Respond Below:**

**CHANGE**

What shifts are needed to realize the **Hope** identified above and what steps are needed to make those shifts happen? (ie: Program components, leadership, organizational management, or fiscal)

**Respond Below:**

**CURIOSITY**

What questions or inquiries need consideration when exploring the "shifts"? What supports or resources are needed to make the "shifts" happen?

**Respond Below:**

**CELEBRATE**

In terms of the current school year, what are some grows or glows (ie. small or big wins) that happened for the program?

**Respond Below:**

**Section 6: The Expanded Learning Opportunities Program (ELO-P)** provides funding for after-school and summer school enrichment programs for transitional kindergarten through sixth grade.

**\*\*\*High school programs do not need to complete this section.\*\*\***

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. The Legislature intends that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

**ELO-Program Elements:**

- Offer 9 Hours of Programming (School day hours count toward the 9 hours)
- Support TK-6th
- 175 school days & 30 days intersessions
- TK/K staff ratio 10:1
- Must offer the program to all students
- Parallel ASES Compliance Reporting
- Support [LCAP Goals](#)
- Support Unduplicated Students (UDS) - [CDE Definition](#) of UDS.
  - 2021-2022 School [Site UDS numbers](#)
- ELO-P funding **can not** be used to provide school day supports

**Expanded Learning Priorities**

- Offer Expanded Learning Programming to TK-K students
- Offer Expanded Learning Programming to **ALL** students (Prioritize targeted students - foster youth, unhoused, newcomer, etc)
- Integrated Academic and Enrichment based Summer Learning programming

**TK - Kinder Programming (10:1 student to Staff Ratio) - \$3,500/per student/per year**

Please Indicate below which partner will support TK-K After-School Care:

- Expanded Learning Provider
  OUSD School Staff
  Early Childhood Staff

**Program Information:**

# Students Served by ExLO Provider (Minimum of 10 students)	X	\$3,500	Total:	\$0.00
# Students Served by OUSD/ ECE staff	(OUSD staff paid based upon the current ET/OT contracted amount)			
# Additional Staff				
If a staff has been identified, please add their name(s):				
# Additional Facilities (classrooms)				

Expanded Learning Program Hours: \_\_\_\_\_ Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

List Activities Below:

Please briefly describe which LCAP Goal(s) this program will support: [LCAP Metrics.](#)

**Provide Expanded Learning Opportunities for ALL unduplicated students - (20:1 student to Staff Ratio) - \$10.18/per child/per day**

Please Indicate below which staff or partner will support increasing student enrollment:

- Expanded Learning Provider
  OUSD School Staff

**Program Information:**

# Students on the waitlist (not funded through ASES or 21st CCLC)	x (\$10.18) x (180/days)	Total:	\$0.00
---	--------------------------	--------	--------

List Activities Below:

<input type="checkbox"/> Before School Care <input type="checkbox"/> OAL Sports <input type="checkbox"/> RJ Program <input type="checkbox"/>	<input type="checkbox"/> Other:
---	---------------------------------

Please briefly describe which LCAP Goal(s) this program will support: [LCAP Metrics.](#)

Total ELO-P Funding	
\$0.00	TK-K Expanded Learning Programs
\$0.00	Access to Expanded Learning Programs for ALL
<b>\$0.00</b>	<b>Total Services</b>

Total Additional students (non ASES/21st)	
	Total TK-K
	Total Additional Students
0	Total Additional Students

**SECTION 7: Facilities**

(a) Plan with the school site administrator which rooms and outside spaces the expanded learning program will use Monday - Friday from the start of the program to 6. Make sure to include bathrooms and snack areas.

(b) Lead Agency Director, will go into [Facilitron website to complete facilities usage requests](http://Facilitron website to complete facilities usage requests) no later than May 15, 2022. Visit Facilitron website at: [www.facilitron.com/dashboard/login](http://www.facilitron.com/dashboard/login)

\*NOTE: If using the school kitchen during the program, there needs to be an **additional approved Facilitron request**. A Nutritional Services (NS) staff member must supervise the proper use of the kitchen equipment and clean up afterward. Program using the kitchen will need to pay for the NS staff member's time during the kitchen use, similar to custodian services. The staff's hourly rate will determine the rate of pay.

Indoors (specify room numbers and space names)			Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used

In addition, choose up to 5 other dates the program will use space outside of normal program hours. This includes any Saturdays or intercession activities. Please specify which space will be needed (IE: showcases, events and family engagement). Be advised any additional dates/spaces used outside of these dates, the lead agency will be responsible for facilities cost.

Name of Event	Potential Date	Number of Students	Hours of Use/Room Numbers

**SECTION 8a: PROGRAM FEES**

Will this expanded learning program charge program fees for 2022-2023  Yes  No

If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.

Principal	Lead Agency	ASSURANCES
		Our program <b>will not turn away</b> any eligible students from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation
		Our program will <b>communicate</b> in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay.  Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand. <b>This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials. Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.</b>
		Our program will publicize the <b>program fee structure</b> in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).
		Our program shall not charge a fee to a family for a child if the program once notified that the child is a <b>homeless youth</b> , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), <b>or for a child who the program knows is in foster care</b> . Fees can not be charged to any unduplicated student.
		Our program will provide <b>receipts</b> to parents/guardians for each payment made.
		The lead agency will <b>manage funds</b> raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing the amount collected from program fees and expenditures. This will be turned in quarterly.
		<b>The Use of Fees:</b> Any fees collected by programs shall be used for program activities, services for students, and program administrative costs. CDE guidance calls for all programs to "keep accurate records of fees collected, and fees should be tracked separately from the grant funds received." Keep documents in the event of an annual financial audit and/or Federal Program Monitoring (FPM). Families who receive free and reduced lunch should be prioritized for no cost program admission.

**SECTION 8b: PROGRAM FEES (Continued)**

Describe how the school/program plans to collect program fees and who will be exempt from paying fees or receiving a reduced fee?

Describe how all fees collected will be used for expanded learning programming.

Describe how fees will be communicated to school leaders/school community.

**Instructions:**

Please navigate to the folder for the school. Once inside the folder, click the pencil button in the top right corner. After the dropdown list appears, select 'Upload or Import'. Next, click on the drag or browse window and upload your Enrollment Timeline file. Please name your file in this format: SchoolName\_DocumentName

Please check the box below after completing the above instructions

**A copy of written evidence of the program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes) has been uploaded into the Program Plans folder**

# OUSD EXPANDED LEARNING PROGRAMS

## Partner Assurances & Agreements 2022–2023

<u>School Site</u>	
<u>Lead Agency</u>	<u>Date</u>
<u>Name of Expanded Learning Program</u>	<u>Expanded Learning Site Coordinator Name (if known at this time)</u>

Expanded Learning Safety and Emergency Planning

1. The 2022-2023 Comprehensive School Site Safety Plan includes the **Expanded Learning Emergency Plan**. The Site Administrator and the Expanded Learning Program (ExLO) Site Coordinator will update the Expanded Learning Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.

Indicate all actions that will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness and emergency response:

<input type="checkbox"/>	The Site Administrator and ExLO Site Coordinator will meet at beginning of the school year to update the Expanded Learning Emergency Plan collaboratively.
<input type="checkbox"/>	Site will share the Comprehensive School Site Safety Plan with an expanded learning partner.
<input type="checkbox"/>	School day and expanded learning programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
<input type="checkbox"/>	Expanded learning staff will participate in site-level faculty safety trainings.
<input type="checkbox"/>	School will provide expanded learning staff with access to disaster supplies and other resources in case there is an emergency after school.
<input type="checkbox"/>	Site Administrator and ExLO Site Coordinator will meet regularly to review expanded learning incidences and update safety plans as needed.
<input type="checkbox"/>	The completed Expanded Learning Emergency Plan will be submitted to the Expanded Learning Programs Office by 10/1/22.
<input type="checkbox"/>	Other:

2. List the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

3. Principal and Site Coordinator have reviewed the OUSD Expanded Learning Emergency/Crisis 1st Level Response Notification Protocol and understand expectations regarding communication and incident reporting when an issue involving after school safety

Yes   
No

**Facility Keys**

It is critical that the Expanded Learning Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the expanded learning Program **have access to facility keys** for all areas where expanded learning programming occurs?

Yes  No

If no, indicate how the school campus will be secured if a crisis should occur during after school hours and if lockdown is necessary:

**Culture Keeper Staffing**

**Check One:**

- Site will utilize expanded learning and/or school day funds to pay Extra-time/Over-time (ET/OT) for an ExLO Culture Keeper.
- Site does not need a Culture Keeper,
- Site does not have the resources to fund an ExLO Culture Keeper.

## 2022-23 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site Name:	ASES		21CCCLC Core		21CCCLC Equitable Access		ELOP		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds	
Site #:	Resource 6010, Program 1553		Resource 4214, Program		Resource 4124, Program		Resource 2600, Program 1553						
Average # of students to be served daily (ADA):	0	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency
<b>TOTAL GRANT AWARD</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>	<b>0.00</b>
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL,</b>													
	OUSD Indirect (5.00%)		0.00			0.00			0.00				
	OUSD ASPO admin, evaluation, and training/technical assistance costs		0.00			0.00			0.00				
	Custodial Staffing and Supplies at 3.5%		0.00			0.00			0.00				
<b>TOTAL SITE ALLOCATION</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>				
<b>CERTIFICATED PERSONNEL</b>													
1120	Quality Support Coach/Academic Liaison		0.00			0.00			0.00			0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00			0.00			0.00			0.00	
1120	Certificated Teacher Extended Contracts- ELL supports												
1120	Certificated Teacher Extended Contracts- math or ELA academic											0.00	
	<b>Total certificated</b>		<b>0.00</b>			<b>0.00</b>			<b>0.00</b>			0.00	0.00
<b>CLASSIFIED PERSONNEL</b>													
2205	Site Coordinator (list here, if district employee)		0.00	0.00								0.00	0.00
2220	SSO (optional)		0.00			0.00			0.00			0.00	
			0.00										
			0.00										
	<b>Total classified</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>
<b>BENEFITS</b>													
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		0.00			0.00			0.00				
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		0.00			0.00			0.00				





Exhibit C (1)



**PROCEDURE FOR INVOICING & ATTENDANCE**  
**Oakland Unified School District**  
**Comprehensive After School Programs**

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The following procedures are required in submitting invoices that utilize ELO-P, 21<sup>st</sup> Century and/or ASES funding:

- ◆ All ELO-P, 21<sup>st</sup> Century and/or ASES attendances and invoices must be submitted via the OUSD/Expanded Learning Salesforce Community.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ All attendance must be entered into Aeries Student Information System and all copies of sign-in/sign-out sheets must be uploaded into the site's deliverable Google folder.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including a number of hours worked and the hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices and attendance for the month are due in the After School Programs Office no later than 5:00 p.m. on the 10<sup>th</sup> of the following month.
- ◆ **Invoices should be accompanied by one Invoicing and Staff Qualifications form per school site.**

If there are any questions regarding the invoicing process, please contact our office at (510) 879-2888.



Exhibit C (2)

## PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS

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The following procedures are required in submitting fiscal forms for Paid In-service/Extended Time for OUSD employees utilizing the 21<sup>st</sup> Century and/or ASES funding:

### Paying OUSD Certificated Employees (Teachers)

- ◆ Extended Contract teachers should submit a “Request for Extended Contract” form to After School Programs Office IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All ELO-P, 21<sup>st</sup> Century and/or ASES Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers on extended contracts is \$38.50/hr.**
- ◆ Once the Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.
- ◆ Timesheets should be submitted to the After School Programs Office no later than the last working day of any month for payment at the end of the following month.

If there are any questions regarding these documents or procedures, please contact our office at (510) 879-2888.

Exhibit C (3)



**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)  
for OUSD CLASSIFIED EMPLOYEES**

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**The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing ELO-P, 21<sup>st</sup> Century and/or ASES funding:**

**Paying OUSD Classified Employees (SSOs, Custodians, Instructional Aides, etc.)**

- ◆ Complete Informed K-12 OUSD ET/OT Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All Culture Keeper ET/OT forms must be submitted electronically to Culture Keeper Coordinator
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be routed to school Principal, who should then route to After School Program Office. ET/OT forms must be delivered to the After School Programs Office no later than each classified payday for payment on the following payday.
- ◆ *Rate varies depending on employee's hourly rate*

If there are any questions regarding these documents and procedures, please contact our office at (510) 879-2888.

Exhibit D

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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>		<b>CONTACT NAME:</b> Shirley Viduya	
GF Brown Insurance Services 1474 University Avenue, #145		<b>PHONE (A/C, No, Ext):</b> (510) 524-8812	<b>FAX (A/C, No):</b>
Berkeley CA 94702		<b>E-MAIL ADDRESS:</b> shirley@gbrownins.com	
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
Ujima Foundation 835 Isabella St		<b>INSURER A:</b> WESCO INS CO	<b>NAIC #</b> 25011
Oakland CA 94607		<b>INSURER B:</b> SEQUOIA INS CO	22985
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: 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	SUBR	INS	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y	Y	WPP1832184-02	10/02/2021	10/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					WPP1832184-02	10/02/2021	10/02/2022	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"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					WUM1836889 02	10/02/2021	10/02/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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/A	QWC1191109	01/30/2022	01/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Abuse Liability Social Service Professional Liability Cyber Liability					WUM1836889 02	10/02/2021	10/02/2022	Per Occurrence \$1,000,000 Aggregate Limit \$3,000,000 Cyber Limit of Liability \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oakland Unified School District, its councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Insured in regards to General Liability. Attached endorsements Primary Non-Contributory, Waiver of Subrogation and per location aggregate applies

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Oakland Unified School District  Attn: Risk Management 1000 BROADWAY SUITE 398 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.  <b>AUTHORIZED REPRESENTATIVE</b> Shirley Viduya

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## GENERAL LIABILITY ENHANCEMENT: NONPROFIT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. **For complete details on specific coverages, consult the policy contract wording.**

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$50,000 limit	2
Damage to Premises Rented to You	\$1,000,000	2
HIPAA	Clarification	3
Medical Payments	\$20,000	4
Medical Payments – Extended Reporting Period	3 years	4
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	\$10,000	4
Supplementary Payment – Loss of Earnings	\$1,500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Key and Lock Replacement – Janitorial Services Client Coverage	\$20,000 limit	4
Additional Insured – Newly Acquired Time Period	Amended	5
Additional Insured – Medical Directors and Administrators	Included	5
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	5
Additional Insured – Broadened Named Insured	Included	5
Additional Insured – Funding Source	Included	6
Additional Insured – Home Care Providers	Included	6
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	6
Additional Insured – Lessor of Leased Equipment	Included	6
Additional Insured – Grantors of Permits	Included	6
Additional Insured – Vendor	Included	6
Additional Insured – Franchisor	Included	7
Additional Insured – As Required by Contract	Included	7
<b>Additional Insured – Owners, Lessees, or Contractors</b>	<b>Included</b>	<b>7</b>
Additional Insured – State or Political Subdivisions	Included	7
Additional Insured – Trustees, Officials, Members of the Board of Governors, Rabbi, Clergymen or Deacons	Included	8
Duties in the Event of Occurrence, Claim or Suit	Included	8

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Unintentional Failure to Disclose Hazards	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Aggregate Limit Per Location	Included	9

**A. Extended Property Damage**

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a \$50,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

- a. The last paragraph of **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. **Section III – Limits of Insurance, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **Section V – Definitions, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **Section IV – Commercial General Liability Conditions, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit Section of the Declarations is amended to the greater of:

- a) \$1,000,000; or
- b) The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

#### F. HIPAA

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability,** is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a) **Intentional, Willful, or Deliberate Violations**  
Any willful, intentional, or deliberate "violation(s)" by any insured.
- b) **Criminal Acts**  
Any "violation" which results in any criminal penalties under the HIPAA.
- c) **Other Remedies**  
Any remedy other than monetary damages for penalties assessed.
- d) **Compliance Reviews or Audits**  
Any compliance reviews by the Department of Health and Human Services.

3. **Section V – Definitions** is amended to include the following additional definitions:
- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
  - b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
  - c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit is changed subject to all of the terms of **Section III – Limits of Insurance** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part
- 2. **Section I – Coverage, Coverage C Medical Payments, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:
  - b) The expenses are incurred and reported to us within three years of the date of the Accident.

**H. Athletic Activities**

**Section I – Coverage, Coverage C Medical Payments, Subsection 2. Exclusions, Paragraph e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**Section I – Coverages, Supplementary Payments – Coverage A and B** are amended as follows:

- 1.b. is deleted in its entirety and replaced by the following:
  - 1. b. Up to \$10,000 for cost of bail bonds required because of accidents or traffic law Violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  - 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,500 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**Section I – Coverages, Supplementary Payments – Coverage A and B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**Section I – Coverages, Supplementary Payments – Coverage A and B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$20,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contractor work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

#### L. Additional Insureds

**Section II – Who Is An Insured** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co- "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a. (1) (a) of form CG 00 01 as it applies to managers of a limited liability company.
  - c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for your private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**– Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exception contained in Sub- paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
  - k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
  - l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
    - (1) Your acts or omissions; or
    - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured when required by a contract. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 

This insurance does not apply to "bodily injury" or "property damage" occurring after:

    - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
  - m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:
    - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
    - (2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) Bodily injury" or "property damage" included within the "products-completed operations hazard."

n. Your trustees, officials, members of the board of governors, Rabbi, Clergymen or Deacons but only with respect to their duties as such.

**M. Duties in the Event of Occurrence, Claim or Suit**

**Section IV – Commercial General Liability Conditions, Paragraph 2.** Is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**Section IV – Commercial General Liability Conditions, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of loss, provided the waiver is made in a written contract.

**P. Liberalization**

**Section IV – Commercial General Liability Conditions,** is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**Section V – Definitions, Paragraph 3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **Coverage B Personal and Advertising Injury Liability Coverage** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **Section V – Definitions**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **Section V – Definitions**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
    - (1) Any insured; or
    - (2) Any executive officer, director, stockholder, partner or member of the insured;
  - b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
  - c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
  - d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**S. Aggregate Limit Per Location**

**Section III – Limits of Insurance and Section V – Definitions**

1. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your “locations” owned by or rented to you.
2. Under **Section V – Definitions**, the following definition is added as follows:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Exhibit E

Statement of Qualifications

**INSERT HERE**

# Statement of Qualifications

## Ujimaa Foundation

### **Mission Statement**

*Our mission is to instill high levels of esteem in our youth through academic enhancement, enrichment activities, discipline, and culture. We believe that by providing a balance of social elements to our children, we can assist the community in raising productive youth.*

### **Saturday A.C.C.E.S.S. Academy**

09/2006-06/2007                      Laney College                      Oakland, CA

Provided full staff and administration for Saturday School located at Laney College. Curriculum based in Afro-centered social studies to promoted healthy esteem in children of African descent.

### **Umoja Camp**

06/2005-06/2006                      Various Camp Grounds                      Oakland, CA

Provided full staff for educational weekend getaways with youth, ages 9-16, teaching a wide range of survival and life skills. Camp sessions held monthly in various locations in around the Oakland area.

### **Ujimaa Summer Programs**

06/2007-Current                      Various Community Centers                      Oakland, CA

In order to prevent summer learning loss among Oakland's prized children, various structures of summer school camps have been offered and facilitated throughout the community. Participating children enjoy a variety of academic STEM based activities, challenging enrichment clubs, and series of field trips. All activities are implemented with the overtone of restorative justice-based concepts.

### **Ujimaa After-School Programs**

09/2007-Current                      Oakland Unified School District                      Oakland, CA

Ujimaa is currently providing full staff from our rich collective of skilled individuals at Burckhalter Elementary School. Our After-School Program provides complete comprehensive services from Homework Support, Math Intervention, Test Preparation, Drama, Dance, Sports, Drumming, Capoeira, Gardening, Fine Arts, Organized Sports, STEM, and College Preparation.

\*\*Ujimaa Foundation has also assisted with many community-organized events by providing on-call assistance when needed in the Oakland area.



March 17, 2022

To Oakland Unified School District:

All staff and personnel working at OUSD school sites have been cleared of TB testing, and background checks from the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI). Agency wide, all personnel are agreed to fulfill all duties as mandated reporters should the need arise.

Please do not hesitate to contact us if you have any questions or concerns.

Many Thanks,

Blu Pride  
Executive Director  
Ujimaa Foundation

## EXHIBIT F

### Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

As set forth in Paragraph 13.3 of the Memorandum of Understanding between AGENCY and Oakland Unified School District (“OUSD”), this Agreement (“Agreement”) allows for the employment of the EMPLOYEE, \_\_\_\_\_, for distinct and separate employment roles with OUSD and with AGENCY. These two employment positions do not overlap in duties, hours, or control by the respective employers, OUSD or AGENCY. As used in this Agreement, “Parties” means Employee, OUSD, and AGENCY.

1. Employment Position. OUSD shall provide Employee with a written document describing the position that Employee shall perform for OUSD. AGENCY shall provide Employee with a written document describing the position that Employee shall perform for AGENCY. None of the duties performed for either employer shall interfere or conflict with their responsibilities for the other employer.
2. Hours of Work. OUSD shall inform Employee of the hours of work for the OUSD employment position. AGENCY shall inform Employee of the hours of work for the AGENCY position. None of the work hours shall be overlapping. Employee shall not work any hours beyond the regular working hours for either OUSD or AGENCY unless express written approval is given by the Employer for whom the extra hours are being worked.
3. Control & Supervision – OUSD Employment. During the employment position and working hours performed for OUSD, EMPLOYEE will devote their full services to OUSD and shall not engage in any work that conflicts with or compromises EMPLOYEE’s best efforts to OUSD. EMPLOYEE shall be supervised by designated OUSD personnel and OUSD will provide the information, tools, and equipment necessary for such employment. OUSD shall control all aspects of the employment relationship for the work performed for OUSD. EMPLOYEE shall not use the information, tools, or equipment of OUSD in performing the work for AGENCY, without OUSD’s express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. AGENCY shall not have any control or supervision over EMPLOYEE during the EMPLOYEE’s OUSD work hours.
4. Control & Supervision – AGENCY Employment. During the employment position and working hours performed for AGENCY, EMPLOYEE will devote their full services to AGENCY and shall not engage in any work that conflicts with or compromises EMPLOYEE’s best efforts to AGENCY. EMPLOYEE shall be supervised by designated AGENCY personnel and AGENCY will provide the information, tools, and equipment necessary for such employment. AGENCY shall control all aspects of the employment relationship for the work performed for AGENCY. EMPLOYEE shall not use the information, tools, or equipment of AGENCY in performing the work for OUSD, without AGENCY’s express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. OUSD shall not have any control or supervision over EMPLOYEE during the EMPLOYEE’s AGENCY work hours.
5. Workers Compensation Liability Insurance. As required by California and federal law, each employer shall maintain workers compensation liability insurance for Employee’s behalf for the employment position for which EMPLOYEE is employed by each of them.
6. Wages. OUSD is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the OUSD employment position. OUSD shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position, and AGENCY agrees to indemnify, defend, and hold harmless OUSD from any such claim. Similarly, AGENCY is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position. AGENCY shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the OUSD employment position, and OUSD agrees to indemnify, defend, and hold harmless OUSD from any such claim.

7. No Joint Employer Relationship. The Parties acknowledge and agree that it is not their intent to create any joint employer relationship and, instead, each employment relationship is separate and distinct as set forth in this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be exchanged between OUSD and AGENCY.
8. Termination. Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.
9. Litigation. This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
10. Integration/Entire Agreement of Parties: This Agreement and the Memorandum of Understanding between AGENCY and OUSD from which this Agreement stems, constitute 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 all Parties.
11. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
12. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
13. Employment Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement or employment of EMPLOYEE until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to EMPLOYEE absent formal approval. This Agreement shall be deemed to be approved when it has been signed all Parties and employment of EMPLOYEE has been approved by the Governing Board.

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- President, Board of Education
  - Superintendent or Designee

---

Secretary, Board of Education

AGENCY

---

EMPLOYEE

---



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) 21-104ASP**

**EXPANDED LEARNING  
FOR AFTER SCHOOL PROGRAMS**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Attention: Martha Pena**

**1000 Broadway, Suite 150**

**OAKLAND, CA 94607**

**\*\* Organizations will need to Pre-Register with the OUSD Expanded Learning Office to receive access to an assigned Google Folder for submission. \*\***

email: [martha.pena@ousd.org](mailto:martha.pena@ousd.org)

phone: (510) 879-2457

**Proposals Due:**

**6/30/2021 at 2:00 PM**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY  
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# Expanded Learning Lead Agency Request for Qualifications

EXPANDED LEARNING OFFICE

[WWW.OUSD.ORG](http://WWW.OUSD.ORG)

## OUSD RFQ Application Submission Instructions and Deadline

**All applications must be completed, submitted electronically, and received by June 30, 2021 by 5:00 pm (PST)\*:**

1. Organizations will need to [Pre-Register with the OUSD Expanded Learning Office](#) to receive access to an assigned Google Folder.
2. The complete RFQ application, the signature pages and required supporting documentation in Appendix III must be uploaded into their assigned Google Folder.\*\*
3. All uploaded files must be converted to a PDF format and made accessible to OUSD. Any files missing could result in a disqualification from the current RFQ process.

*\* Applications submitted after 5:00 pm (PST) on June 30, 2021 will not be considered.*

*\*\* Applications submitted by facsimile, telephone or electronic mail will not be accepted.*


**Request for Qualifications RFQ - 2021**
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*This RFQ document and additional materials referenced within can be accessed at the OUSD website: [www.ousd.org/afterschool](http://www.ousd.org/afterschool). Select the “2021 Lead Agency Request for Qualifications” link under “Afterschool Programs.” Any updates on the RFQ process will be posted here and you may sign up for our mailing list, so applicants are encouraged to visit the webpage.*



## B. Schedule

Event	Date	Info
<b>RFR Process 2021 Announced</b>	May 4, 2021	Save-the-Date
<b>RFQ Digital Application Released</b>	May 25, 2021	
<b>RFQ Bidders' Conference (Virtual)</b>  <b>RFQ Office Hours</b>	Session 1: June 2, 2021 @ 10am Session 2: June 2, 2021 @ 4pm	Register using link below: <ul style="list-style-type: none"> <li>■ <a href="#">Session 1: 10:00 am – 11:30 am</a></li> <li>■ <a href="#">Session 2: 4:00 pm – 5:30 pm</a></li> </ul>
<b>RFQ 101 for New Organizations</b>	June 9, 2021, @ 4:00 pm	<ul style="list-style-type: none"> <li>■ <a href="#">Session Registration Link</a></li> </ul>
<b>Google Folder Registration</b>	June 15, 2021	<ul style="list-style-type: none"> <li>■ <a href="#">Google Folder Registration</a></li> </ul>
<b>RFQ Submission Dates</b>	June 30, 2021 by 5:00 pm (PST)	Digital application date/time stamped
<b>Lead Agency Status Notifications</b>	Aug 20, 2021	
<b>Deadline to Appeal Decision</b>	Aug 27, 2021	
<b>Status Notification Publicized</b>	September 3, 2021	
<b>School Site/Lead Agency Matching Process</b>	Sept 3 - Dec 1, 2021 (tentative)	
<b>OUSD MOU Approval Season</b>	May/June 2022	
<b>Lead Agency Service Contract</b>	July 1, 2022 - June 30, 2025	



**What is an RFQ?** An RFQ (Request for Qualifications) is a qualifications-based selection process, in accordance with Public Contracts Code section 20111.5. It is a request by OUSD Dept. of Expanded Learning for non-profit organizations to submit their qualifications to be considered an OUSD approved primary contractor/expanded learning program provider for district school-site based expanded learning after-school program services, after which OUSD will determine which providers are qualified and award contracts based on that determination.

**What is a Bidders Conference?** A bidder's conference is an informational meeting open to the public that the OUSD Dept. of Expanded Learning hosts upon releasing the RFQ. The bidder's conference is designed to give interested and eligible non-profit youth-serving organizations the opportunity to receive information regarding the RFQ process for OUSD expanded learning programs. This event is designed to provide clarity to non-profit organizations who are interested in applying. Organizations will consider whether they are positioned to demonstrate the capacity to facilitate comprehensive expanded learning after-school program services with fidelity.

## C. Required Supporting Documentation

To support RFQ responses and verify organizational qualifications, the following documentation is required. The *Application Questions* in Appendix II will directly reference these documents and ask for an elaboration of the information these documents provide. These documents do not count towards the 10-page limit for the RFQ application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

- 1) One (1) sample Expanded Learning Program weekly schedule -  
Please list all activities with a short description of each activity
- 2) Program budget pertaining to the program schedule (see Application Question 2 in Appendix II for details)
- 3) Profit and loss statement and/or Copy of 2020 990 Tax Form
- 4) Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)
- 5) Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)



- 6) Copy of organization's 501(c)(3) letter
- 7) Bank Statements to show proof of operating cash reserves (see Application Question 2 in Appendix II for details)
- 8) Job description for Site Coordinator and Program Instructor
- 9) Copy of IRS Letter Certifying Tax Exempt Status
- 10) Proof of "Active" status with the office of the California Secretary of State
- 11) Board Roster and Minutes – Include the current board roster indicating officers and affiliations as well as Minutes from the 2020-2021 school year.
- 12) Signed Letter of Agreement (see Section N)
- 13) Most recent audited financial statements within 2 years and summary of the audit findings
- 14) Letters of Reference (maximum of 2)
- 15) Documents demonstrating fulfillment of minimum qualifications (see Section M)
- 16) Certificate of current insurance



## D. Introduction and Overview

The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested nonprofit organizations to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering, and operating effective, high-quality expanded learning programs. Programs must support and align with the OUSD's goal of ensuring that every student graduates college, career, and community ready. Eligible providers will be committed to OUSD's strategic plan and shared citywide goals. Lead Agency partners will invest in providing expanded learning supplemental programs that complement the regular school day program and support the OUSD priorities for student achievement, health, and well-being. Oakland Unified School District's (OUSD) mission is to build a Full-Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers every day. Expanded Learning supports this mission while holding our values of equity, joy, and liberation for youth and adults with the express purpose of interrupting inequity, examining biases, and creating inclusive and just conditions for all students to achieve equally high outcomes.

Select Lead Agencies will commit to working in partnership with school sites and the OUSD Expanded Learning Office (ExLO). Through the RFQ process, OUSD seeks organizations who demonstrate the capacity to work within the established OUSD model of school and community partnerships and various funding sources' parameters. Organizations must be fiscally sound with the capacity to leverage other resources to provide students with high quality expanded learning programming: after-school and summer youth development experiences that complement and support school district and city priorities for student success and well-being.

Community organizations that serve as a Lead Agency are an integral part of our OUSD Full Service Community Schools and make an impactful contribution toward strengthening our district, expanded learning system, and community.

### Term of the List of Qualified Agencies

This Request for Qualifications (RFQ) for Expanded Learning & Summer Program Lead Agency will result in a list of OUSD vetted lead agencies with which OUSD will enter three-year master contracts. From the list of contracted agencies, school site administrators may select an OUSD approved expanded learning program provider. An organization being placed on the approved Lead Agency list and entering a master contract with OUSD does not guarantee an assignment at an OUSD school site.

The selection of the expanded learnings & summer program Lead Agency is at the discretion of the school site administrator (Principal). School site administrators will select a Lead Agency from the list of approved after-school providers by assessing the quality/capacity of the current expanded learning program, identifying program goals, and considering any other factors relevant to the school site. Supplemental school programs will be chosen by the district. Yearly



program plans are created through a partnership between the Lead Agency and school site administrators to ensure both parties are meeting overall program expectations.

Once selected to serve at a given school, a Lead Agency will continue there, subject to continuing annual approval of the school site administrator and District.

## Overview of OUSD Expanded Learning Programs

OUSD Expanded Learning Programs strive to create and sustain "safe haven" environments where Oakland children and youth can access expanded learning opportunities and integrated education, health, cultural, and enrichment programs outside of school hours or the regular school year. OUSD Expanded Learning Programs operate in elementary, middle, and high schools across the city of Oakland.

When programming is conducted in-person, over 8,000 students across 73 schools participate in OUSD expanded learning programs that operate Monday - Friday until 6:00 pm. Students who participate in expanded learning programs every day receive an additional 540 hours of learning by the end of the school year, equivalent to 90 additional days of school. In these valuable after-school hours, students engage in youth development activities that foster their physical health, social-emotional learning/well-being, and support their academic achievement in school. In order to meet these goals, the quality and success of the District's expanded learning programs is critical.

These expanded learning and summer programs are aligned with efforts in Oakland to improve young people's educational outcomes, including Oakland's investment in the Kids First! Legislative initiative goal to "Help Children and Youth Succeed in School and Graduate High School" and the Oakland Unified School District's Full Service Community Schools initiative that seeks to provide health, education, and social services to youth, their families and the community.

OUSD expanded learning and summer programs offer critical support to schools, students, and their families. In addition to providing children and youth with sanctuary, quality expanded learning programs to support students academically and socially, OUSD expanded learning programs serve a large proportion of youth who typically benefit from additional learning support, including students from low-income households (75%) and English Learners (31%). Additionally, approximately 25% of OUSD after-school participants are African American and 45% are Latino.

OUSD seeks community partners whose organization mission and vision closely align and support the District's strategic plan and vision for Full Service Community Schools.

High quality expanded learning programs must satisfy the various grant funding requirements—detailed further below and in the MOU—and provide additional opportunities for youth to practice the academic and social skills they need to succeed. OUSD expanded learning programs provide youth with a mix of academic support, recreational/physical, and enrichment activities. Within these broad categories, expanded learning providers work collaboratively with school partners to develop a balance of activities that meet the unique interests and needs of the student population and support the goals and priorities of the school

community for student achievement and well-being. Below are examples of the mix of after-school activities offered in OUSD Expanded Learning Programs.

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

CATEGORY	ACTIVITIES
Academic Support	Academic Enrichment Learning, Tutoring, Expanded Library Services, Supplementary Education Services, Homework Support, Credit Recovery, Reading & Literacy, Math, Science
Recreation/ Physical Activity	Cooperative Games, Dance, Martial Arts, Yoga, Intramural Sports, Sports Leagues, Mindfulness
Enrichment	Arts and Cultural Activities, Health and Nutrition Education, Substance Abuse & Drug Prevention, Violence Prevention, Counseling & Character Education
College and Career	Career & Job Training, Entrepreneurial Education, Technology/Telecommunications Training, Community Service & Service Learning, Internships and Apprenticeships
Leadership Development	Peer Mentoring, Peer Tutoring, Youth-Led Community Service
Science Technology Engineering & Math	Gardening, Coding, Robotics, Making, Forensics, Cooking
Outdoor Education	Community Mapping, Hiking, Backcountry Camping, Kayaking, Bicycling

## E. Funding

OUSD Expanded Learning Programs are currently primarily funded through grants from the California Department of Education (CDE). CDE provides funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youth during non--school hours. The funds are awarded to specific school sites through a competitive process. The base grants that CDE awards to OUSD for after-school programs represent three funding sources:

- After-School Education & Safety (ASES) for elementary, middle, and K-8 schools are state funds. ASES grants are three-year renewable funding sources.
- 21st Century Community Learning Center (21st CCLC) grants for elementary,



middle, and K-8 schools are federal funds. 21st CCLC grants are awarded based on a highly competitive application process, and last for five years.

- 21st Century After-School Safety and Enrichment for Teens (ASSETS) grants for high schools are federal funds. 21st Century ASSETS grants are awarded based on a highly competitive application process, and last for five years.

OUSD directly applies for these grant funds from the California Department of Education, and grant funds are received and managed by the school district. OUSD contracts a portion of grant funds to Lead Agencies to operate expanded learning programs in close partnership with schools.

In addition to state grants, the City of Oakland's Oakland for Children and Youth have a long partnership with OUSD to support expanded learning programs. OUSD is looking for Lead Agencies that can competitively apply for OFCY's comprehensive after-school strategy. OFCY funding is awarded on a three-year grant cycle; therefore, schools and lead agencies are required to develop long-term partnerships that last over the course of the three-year OFCY grant cycle. 2021-2022 school year will be the third and final year of the OFCY grant cycle from 2018. As such, Lead Agencies will be able to apply for 2022 - 2025 OFCY funding. OFCY RFP is anticipated to be released in winter 2021 for programming starting in the 2022 school year.

Additionally, Lead Agency partners leverage other funding and resources to support high quality programs, including private grant dollars, AmeriCorps grants, volunteers, and other in-kind resources. Leveraging additional resources on behalf of the expanded learning programs is an essential function of the Lead Agency partner because of the reality that state and federal expanded learning grant dollars alone are often inadequate to run a high-quality program. ASES and 21<sup>st</sup> Century grant dollars are currently awarded at a rate of:

- ASES: \$8.88/student/day for K-8 students
- 21<sup>st</sup> Century: \$7.50/student/day for K-8 students
- 21<sup>st</sup> Century ASSETS: \$10/student/day for high school students

## Other considerations for the allocations of funds

- Distance/Remote/Hybrid Programming:
  - During a state or national emergency CDE could expand learning programs to have the flexibility to provide adaptive services that best meet the needs of our students and communities and are required by OUSD, Region 4 ACOE and CDE.
- Other considerations for the allocations of funds are that:
  - OUSD elementary and middle school ASES grants can only be used to provide expanded learning programming daily (180 days) immediately after the school



- day and facilitate programming for at least 15 hours a week until at least 6:00 pm.
- OUSD High School ASSETS base grants can be used to operate programs before school, after school, weekends and during summer/intersession in accordance with grant guidelines.
  - Some sites may also receive 21<sup>st</sup> Century related grants including Supplemental funding (to support summer programming).
  - ASES and 21<sup>st</sup> CCLC grant funds are intended to complement, but not supplant, other funding provided by OUSD, school sites, or community partners.
  - ASES and 21<sup>st</sup> CCLC Grant funds are inadequate to cover the true cost of running a high quality expanded learning program. OUSD and its Lead Agency community partners are committed to leveraging additional funding and resources to match grants provided by the California Department of Education.
  - ASES/21st Century grants are attendance-based grants.

***Sites that fail to meet calculated attendance will trigger California Department of Education intervention and funding levels may be reduced. Sites must earn 85% of attendance to be in good standing for full funding. Failure to achieve attendance targets may result in a Lead Agency being removed from the OUSD approved list of Lead Agencies.***

## F. OUSD Expanded Learning / Program Operation

We know in recent years, the field of education and expanded learning programs had to pivot due to global pandemic, power outage, wildfires, etc. Here in Oakland, approved Lead Agencies must be equipped and have organizational infrastructure to provide remote programs, hybrids, or any other configuration of programs mutually agreed upon in the MOUs.

In addition, in the spirit of OUSD's Full Service Community Schools vision, our approved expanded learning organizations partners work closely with schools and their principals to develop specific programmatic goals to provide holistic support and equitable learning opportunities for students. As school-day teachers focus on providing high quality instruction in the classroom, youth development workers provide high quality expanded learning opportunities to students during the after school and outside of regular school hours when youth are most vulnerable to crime, violence, and risky behavior.

**Below is an outline of operational requirements.**

*Please note that the below list of compliance requirements is not exhaustive. Lead Agencies are expected to know and comply with these and other district and state and federal requirements not listed here, including but not limited to state and federal laws and*



*requirements outlined in applicable OUSD Board policies and the Memorandum of Understanding (“MOU”) with OUSD which all Lead Agencies selected to serve a school site must sign and have approved by OUSD’s Governing Board. A sample MOU is attached as Appendix III. Please note this MOU is subject to change depending on District needs. Applicants are encouraged to review it for more program requirement specifics.*

## G. Base-line Expanded Learning Program Requirements

The goal of the expanded learning program is to support student success in school through academic support, social emotional development and educational enrichment. The school site administrator, working in partnership with the Expanded Learning Lead Agency, is an integral part of developing the expanded learning program components that are appropriate to support his/her school site goals articulated in the School Site Plan. All Lead Agencies are selected by Principals to collaborate on the development and implementation of the expanded learning program in compliance with State and Federal guidelines, and District requirements.

OUSD’s Expanded Learning Office goals align with grant requirements which aim to provide a comprehensive expanded learning program during the school year and/or summer program which consists of a balance of academic and enrichment activities, including daily physical activity components. The funds cannot be used to supplant school day activities.

An expanded learning program must include the following:

- To satisfy **ASES Funding**:
  - Educational and literacy component to provide tutoring and/or homework assistance,
  - Educational enrichment component and,
  - Daily physical activity/recreation component and
- To satisfy **21st CCLC E/M**:
  - Educational and literacy component to provide tutoring and/or homework assistance,
  - Educational enrichment component,
  - Physical activity/recreation component, and
- To satisfy **ASSETs**:
  - Educational and literacy component to provide tutoring and/or homework assistance,
  - Educational enrichment component,
  - Physical activity/recreation component, and

In addition, **all programs** must provide a nutritious snack or supper each day.



## Required Program Hours

- Elementary and Middle School After-School Programs must operate 5 days/week, for at least 15 hours/week, commencing immediately at the end of the regular school day and run until at least 6 p.m.
- High School After-School Programs must operate a minimum of 15 hours/week
- Summer School Programs need only comply with legislative or funder requirements
- OUSD's Expanded Learning Programs Office (ExLO) has established early release policies that must be implemented at each expanded learning and/or summer program. Further details of required hours and attendance expectations are located in the MOU.

## H. Staffing

Staff working in OUSD Expanded Learning Programs must meet the minimum requirements to be in compliance with the California Dept of Education Codes. Staff members who directly supervise students must meet the district's qualification for an instructional aide or provide documentation that confirms completing 48 college units or the equivalent of an AA college degree.

Programs must operate with a minimum staff to student ratio of 1:20. Unless otherwise advised due to the health and safety of the students. It is highly recommended that each expanded learning program have a Site Coordinator who is full-time and situated at the school site during the day. The California Education Code provides that "selection of the program site [coordinator] shall be subject to the approval of the school site principal." The Lead Agency must notify school principals of any expanded learning staff changes.

Oakland expanded learning programs share a basic staffing pattern across all sites, though specific staff duties may vary somewhat from site to site. The most common staffing plan includes a full-time Site Coordinator, a Quality Support Coach, and youth development workers. Many programs also work with additional *service providers for specific services, and some may rely on regular volunteer assistance as well*. At some sites, certificated teachers provide targeted academic assistance and academic enrichment activities for expanded learning participants through extended contracts.

## I. Enrollment, Attendance and Evaluation Documentation

Approved Lead Agencies will need to consider CDE Guidelines, OUSD Expanded Learning Office expectations, and site-level input (e.g. site administrator) when it comes to student enrollment consideration, attendance protocol, and programmatic evaluation.



- a. Enrollment: Approved Lead Agencies must be familiar with CDE guidelines of ASES, 21st CCLC, and ASSETs Programs when working with a unique population defined as foster youth, McKinney-Vento, and students qualify with free-reduced lunch status. Lead Agencies must prioritize enrollment for any child that is homeless, defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Lead agency will work with the school site administrator to develop a written enrollment policy. The enrollment policy needs to include, but not be limited to, enrollment priorities, application process, and acceptance notification, waitlist procedures, behavior guidelines, parental expectations, student expectations, procedure for removing students from expanded learning programs, and so on. Approved Lead Agencies are required to provide the written enrollment policy to all families who apply for the program.
  
- b. Attendance: Approved Lead Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with the Expanded Learning Office and CDE. All attendance documentation shall be closely monitored, and managed for accuracy by the Site Coordinator and/or occasional audit request by the district and CDE. This includes accurate completion and daily maintenance of student sign in/out sheets, weekly inputting of attendance data into the OUSD online system, and monthly submission of scanned electronic attendance records to OUSD ExLO. Lead Agencies are also responsible for conducting internal audits of attendance records to ensure that program sites maintain accurate, verifiable data on student attendance. All program records must be maintained for five years for auditing purposes.

## J. Contract and Payments

Agencies that are approved through the process described in this RFQ must enter a 3-year master contract with the District. They may not begin operating at a school site unless the District and agency have executed a contract on the District's template. The District's Board of Education will likely approve these master contracts during the June/August 2022 Board meeting.

Although the master contract will last for 3 years, note that agencies and sites will be matched in 1-year relationships, as they are currently.

In late winter/early Spring of each year, all Lead Agencies must initiate and engage in annual program planning with school leadership at each program site. Lead Agencies will submit a program plan and budget for the upcoming school year to the OUSD EXLO and



Board of Education for approval, at the beginning of each school year.

Invoices are processed on a cost reimbursement basis for actual expenditures incurred. Due to the timing of OUSD contracting and fiscal procedures, Lead Agency partners must operate with a 2-3 month reserve covering the full cost of the agency's OUSD expanded learning program implementation. Typically, there are delays to the initial payment of agency invoices at the beginning of each school year.

## K. Guidelines for Charging Fees

The intent of ASES and 21st CCLC grants, which aligns with OUSD values, is to establish local programs that offer academic support and enrichment to students in need of such services regardless of a families inability to pay.

Both the CDE and OUSD discourage charging fees as that could exclude students in need from attending and taking advantage of the expanded learning program. ASES and 21st Century grants do not prohibit charging fees for expanded learning programs; however, programs which choose to charge fees, will need to collaborate with a Site Administrator to create and submit the program's fee structure for approval in accordance with the terms in the MOU. In addition, all 21st Century and ASSETS grants will be required to report any fees collected (i.e.- registration fees, family fees, application fees, etc.). Fees collected could be deducted from the 21st CCLC grant amount received by the California Department of Education (CDE).

Programs that opt to charge program fees may not prohibit any family from participating due to financial circumstances. All program materials related to outreach and enrollment must state clearly that no child will be denied services due to inability to pay.

## L. RFQ Process

Any agency that is interested in serving in the OUSD Expanded Learning Lead Agency role for the 2022 - 25 school year and/or beyond must successfully complete the Lead Agency RFQ process and earn *highly recommended* or *conditionally recommended* status, detailed below. Therefore, an organization that does not successfully complete the Lead Agency RFQ process or does not earn a *highly recommended* or *conditionally recommended* status will not be contracted with OUSD to serve in the Lead Agency role in the 2022-23 school year. If the OUSD ASPO moves forward with the adoption of an annual RFQ as anticipated, organizations that are not selected during this year's RFQ process will have the opportunity to qualify as a Lead Agency for future school years beyond 2025. Additionally, any agency that participated in the 2022 RFQ and earned *highly recommended* or *conditionally recommended* status does not have to submit a new RFQ for three years.



Organizations that submit an RFQ by the deadline will be assessed based on their RFQ responses, an interview between the community organization and the RFQ Review Team, and any additional supporting materials requested by the RFQ Review Team to determine the organization's qualifications to serve in the Lead Agency role. Applications that have the potential to earn the *highly recommended* or *conditionally recommended* status and require additional information will be invited for an interview with the RFQ Review Team.

Organizations completing this 2021 RFQ process will be assessed and scored into one of the following three categories:

- 1) **Highly Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *all* Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. This *highly recommended* status will be valid for up to 3 years, depending on the organization's successful results in OUSD's annual Lead Agency evaluation process.
- 2) **Conditionally Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *most, though not all*, of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *conditionally recommended* status will be provided with specific feedback from the RFQ Review Team on areas of responsibility where the organization has not adequately demonstrated effective capacity. This *conditionally recommended* status will be valid for up to one year. Within that year, the community organization will be asked to provide the OUSD EXLO with additional evidence of its ability to fulfill all Lead Agency responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFQ Review Team. At the end of this first conditional year, the community partner will be re-assessed by the OUSD EXLO team and re-categorized as *highly recommended*, *conditionally recommended*, or *not recommended*. Re-assessment will include results of the annual Lead Agency evaluation process, if the organization is currently serving as a Lead Agency.
- 3) **Not Recommended:** Community organization has not adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill most of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *not recommended* status will not be included in the list of qualified community organizations that will be shared with Principals and stakeholders. An organization receiving this *not recommended* status may submit another Lead Agency RFQ at a future date when the OUSD ASPO opens up a new RFQ cycle, if the organization has made significant improvements in strengthening its capacity to serve in the Lead Agency role. Organizations can appeal by following the instructions in the appeals process described in Appendix V.

OUSD will notify an agency of its determination by August 22, 2021 via email. If OUSD determines that an agency is Not Recommended, the agency shall have the opportunity to contest that determination. Additional details regarding this process are contained in Section L.

The school site administrator may choose a new Lead Agency, or may choose to continue to work with the same Lead Agency on an annual basis; subject to the District's annual availability of funds, satisfactory contractor performance with respect to meeting targeted attendance goals,



the contractor's ability to provide a quality program that supports school and district objectives, community partner evaluation criteria set forth by the District, and/or any other factors relevant to the school site. Beginning in 2021, OUSD will implement a new annual evaluation process to assess each community partner's effectiveness in fulfilling Lead Agency responsibilities.

## M. Minimum Qualifications

Applicants may respond to **one or more of the** following Lead Agency categories:

Lead Agency: Elementary School

Lead Agency: Middle School (including K-8)

Lead Agency: High School

OUSD is seeking applications from established community organizations that currently possess 501(c)(3) status and adequate fiscal reserves to cover at least 2 months of general operating expenses as a Lead Agency partner. Grant funds sub-contracted to Lead Agency partners do not cover the full cost of running a full comprehensive expanded learning program in Oakland; thus, organizations choosing to serve in the Lead Agency role must be financially stable and demonstrate the capacity to leverage other resources in support of youth programming.

A demonstrable experience in operating a comprehensive expanded learning program is strongly preferred, but all organizations must provide acceptable documents demonstrating two (2) years of experience in the following areas:

- Providing program services to the students in the service category (ies) being applied for. Specifically, evidence of a positive track record of the capacity to effectively coordinate the entirety of a school's afterschool and/or extended learning year-long program as well as successful collaboration with the school site administrator, faculty and staff.
- Agency administrative capacity to comply with compliance and fiscal policies of the OUSD and CDE, including: agency administration manual; fiscal and personnel policies; attendance records; cost allocation plans, etc.
- Hiring, retention, and provision of professional development of appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.
- Capacity to effectively engage a large number of diverse students on an ongoing basis who



demonstrate the desire and enthusiasm to participate in the program at a very high and consistent rate. Additionally, the agency can illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.

- Maintaining collaborative relationships with school site leadership in the development and implementation of a quality expanded learning program that supports the district's and the school's goals.

Organizations that apply for the Lead Agency role must be able to comply with all requirements outlined in the standard OUSD Expanded Learning Lead Agency MOU (see Appendix IV for sample of current year MOU) should it be chosen as Lead Agency. For example, while a copy of the organization's current insurance coverage is required with this application, should the organization be chosen, it will need to attain the level of insurance outlined in the MOU.

## N. Application Submission Contents

**Failure to provide any of the following information or forms may result in an application being disqualified.**

A Complete Lead Agency Application will consist of all the following required items:

- 1) **Proposal Cover Sheet** (see Appendix I for sample, a copy will also be included in the RFQ [Google Folder](#) once an organization registers)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should state that the proposing agency is willing and able to perform the commitments contained in the application.
- 3) **Written Responses to Application Questions** (no more than 10 double-spaced pages in response to the four (4) titled sections that appear in Appendix II [Application Questions](#)), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Boilerplate Checklist:** "Expanded Learning Program and Services Agreement"  
- Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFQ (Appendix IV, version for Fiscal Year 21-22),



and that your firm is willing to comply with OUSD contracting requirements.

- 6) **Sample Program Schedule and Summary:** Based on the sample program budget in question (2), please provide a sample program schedule along with a short description of each activity. No more than (2) pages.

## O. Application Submission Details

Applications must be received by, **June, 30, 2021**

All applications will be submitted electronically:

- Organizations will need to [Pre-Register with the Expanded Learning Office](#) and receive access to a Google Folder.
- The complete RFQ application as well as signature pages and required supporting documentation will need to be uploaded into their assigned Google Folder.

*\*\* Applications submitted after 5:00 pm on June 30, 2021 will not be considered.*

*\*\* Applications submitted by facsimile, telephone or electronic mail will not be accepted.*

### FORMAT

All submissions must be on the RFQ Application Form, typed using an easy to read 12-point font such as Arial or Times New Roman and one inch margins. All submissions must be double-spaced. All submissions must answer all four (4) titled sections below in no more than 10 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)



## P. Evaluation and Selection

For all applications, the completion of the application will be assessed first; applications that do not submit complete documentation demonstrating the capacity to meet the minimum requirements will not have the application reviewed.

Applications demonstrating the capacity to meet minimum requirements will have their qualifications evaluated and scored by an RFQ Review Team made up of individuals with expertise in the relevant subject matter for which the application is submitted.

### Evaluation Rubric

Performance Area	Expectations for Highly Recommended Lead Agencies
<p><b>Organizational Capacity and District Alignment</b></p> <p>(25 Points)</p>	<ul style="list-style-type: none"> <li>• Agency has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students.</li> <li>• Agency can clearly articulate how expanded learning partnership with Oakland schools makes sense for their organization, and why they are well positioned to engage in partnership with OUSD.</li> <li>• Agency has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges.</li> <li>• Agency has extensive experience working in partnership with school sites and district leaders.</li> <li>• Agency has organizational experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.</li> <li>• Agency has the capacity to serve OUSD’s diverse student demographics.</li> </ul>
<p><b>Fiscal Management and Resource Development</b></p> <p>(25 Points)</p>	<ul style="list-style-type: none"> <li>• Agency has accurate documentation that highlights how the Lead Agency will allocate funds to run quality expanded learning programs based on grant requirements detailed in the funding description. i.e. 1:20 ratio etc.</li> <li>• Agency has a strong budget template that clearly illustrates staffing costs, a salaried full time coordinator, supplies, administrative costs and additional contributions to enhanced programming.</li> <li>• Agency clearly describes how they will secure additional funding to match the contracted funds.</li> <li>• Agency is able to clearly describe its systems, structures and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record keeping for auditing purposes.</li> <li>• Agency has audited financial statements and can produce accurate fiscal reports upon request.</li> </ul>



<p><b>Agency Infrastructure</b> (25 Points)</p>	<ul style="list-style-type: none"> <li>• Agency has an organizational chart that supports successful program implementation and clearly describes agency staffing systems, and processes that will ensure that all Lead Agency responsibilities will be fulfilled effectively and with fidelity.</li> <li>• Agency has designated administrative systems and procedures in place to ensure that expanded learning programs are operating in full compliance of requirements set forth by OUSD and the California Department of Education (CDE).</li> <li>• There is clearly at least one designated manager/director level staff person in the agency that is the primary point of contact for the OUSD expanded learning partnership. This individual regularly participates in all district expanded learning collaborative meetings, required professional development, and is regularly present at program sites to support the site coordinator and the school partnership.</li> <li>• Agency shows capacity to hire and support a clearly designated coordinator at each school site to facilitate and maintain active collaboration with the school site administrator and other school faculty.</li> </ul>
<p><b>Youth Development Expertise and District Alignment</b> (25 Points)</p>	<ul style="list-style-type: none"> <li>• Agency’s program model clearly supports youth development. Agency provides descriptions of successes and challenges serving Oakland youth.</li> <li>• Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including: structured development plans;</li> <li>• Agency utilizes district opportunities, other partners and the greater community to continuously innovate and grow their youth development practices to better serve the community.</li> </ul>

Applicants must agree to abide by all OUSD policy requirements as outlined in the Appendix IV Boilerplate MOU checklist. The list of “Approved Expanded Learning Lead Agencies” will be utilized by school site Principals for a period of up to three (3) years pending funding availability to select a Lead Agency to administer the after-school program on his/her school site.

## Q. Terms & Conditions for Receipt of Applications

### Errors and Omissions by Applicant

Applicants are responsible for reviewing all portions of this RFQ, and promptly notifying the District, in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the District promptly after discovery, but in no event later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

### Change Notices



The District may modify the RFQ prior to the application due date by issuing Change Notices, which will be posted on the Afterschool Programs page of the OUSD website. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the District prior to the application due date regardless of when the application is submitted. Therefore, the District recommends that applicants consult the website frequently, including shortly before the application due date, or sign up for our mailing list (<https://www.ousd.org/Page/12206>) for updates to ensure they have downloaded all Change Notices.

### Failure to Object to Errors and Omissions in Application

Failure by the District to object to an error, omission, or deviation in the application will in no way modify the RFQ or excuse the vendor from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

### Financial Responsibility

The District accepts no financial responsibility for any costs incurred by applicants in responding to this RFQ. Submissions of the RFQ will become property of the District and may be used by the District in any way deemed appropriate.

### Proposer's Obligations Under the Conflict of Interest Laws and Board Policies

A proposer must be aware that if the proposer will enter into a contract with the District, proposer/contractor shall be responsible to comply with conflict of interest laws and Board policies, which are briefly summarized in Section 11.4 ("Conflict of Interest") of the attached Appendix IV ("OUSD After-School Lead Agency MOU" sample contract). It is the responsibility of a contractor to comply with the law and OUSD Board policies. Submission of an application signifies that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### Reservations of Rights by the District

The issuance of this RFQ does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

- Reject any or all applications;
- Reissue a Request for Qualifications;
- Prior to submission deadline for applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the



applications;

- Procure any materials, equipment or services specified in this RFQ by any other means;
- Determine that no project will be pursued.

## No Waiver

No waiver by the District of any provision of this RFQ shall be implied from any failure by the District to recognize or take action on account of any failure by a proposer to observe any provision of this RFQ.

## R. Standard Contract Provisions

Any agency selected from the *Expanded Learning Program Lead Agency Qualified List* by a school site Principal, and which chooses to enter into contract with the District, will enter into a contract substantially in the form of the Expanded Learning Lead Agency MOU, attached hereto as Appendix IV. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another qualified agency and may proceed against the original selectee for damages.



## APPENDIX I: RFQ Application

### 2021 OUSD Request for Qualifications Application (Template)

ASES, 21st CCLC, and ASSETS After-School Programs

Cover Sheet Template:

Organization Name			
Primary Contact Person:		Secondary Contact Person:	
Email:		Email:	
Telephone #:		Telephone #:	

Service Category: Check the grade levels your organization is interested in serving.	
	Elementary (TK-5)
	Elementary/Middle (TK-8)
	Middle (6-8)
	High School (9-12)
	Alternative High School
	Continuation High School
	Comprehensive High School

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.		Yes
		No
Are you currently an OUSD Approved Lead Agency Partner?		Yes
		No

**EXPANDED LEARNING**



Have you served as an OUSD Lead Agency partner before in past years?  If so, please identify the years and durations served.		Yes
		No
		# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?		Yes
		No
<b>If yes</b> , please list all school districts you have served.		
How many school sites does your organization have the capacity to serve as a lead agency?		# Sites
In the box below, please briefly explain your rationale for this number of sites?		

On behalf of \_\_\_\_\_ (Agency), I, \_\_\_\_\_ (name)  
 \_\_\_\_\_ (Position), declare under penalty of perjury under the laws  
 of the State of California that the foregoing is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX II: Application Questions

After reading the RFQ narrative, please respond to all of the questions within all four (4) titled sections below in no more than 10 double-spaced pages in 12pt Font. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)

### 1. ORGANIZATIONAL CAPACITY (2-3 pages double space)

- OUSD's mission is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent educators, every day. Our vision is that all Oakland Unified School District students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success. Please explain why your organization is uniquely positioned to engage in partnership with the OUSD Expanded Learning Office to serve students. What is your organization's mission and vision and how does it align with OUSD?
- Describe your experience and approach to serving the Oakland community and/or other communities with similar demographics, assets, challenges, etc. Discuss your background working with Oakland families and other community partners. (Reference the supporting documents required under Eligible Applicant Qualifications Appendix III to support your experience).
- OUSD Expanded Learning Office is looking for partners who can demonstrate the ability to collaborate with transparency and commit to shared decision making with Oakland students, families, site leaders and district leaders. Provide our office with clear examples of how your agency has or will approach working with stakeholders and engage in collaborative leadership.
- Describe your organization's strategy in hiring, retention, and providing professional development of appropriate qualified staff to provide services to OUSD students in a culturally appropriate manner. Please include artifacts to support your description. i.e. Job announcements.

### 2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

- Using your organization's budget and profit and loss statement provided in the required supporting documentation, create a budget narrative showing how your agency would allocate funds to run a high-quality expanded learning program. These budgets will need to be based on the grant requirements detailed in the Funding description above (Section E.); including a required staffing ratio of 1:20 (or better). Utilize any of the following anticipated contract amounts to develop your budget.
- Your budget should also show secured leveraged funds and resources that you would



- contribute to the operational costs of running an after-school program.
- Elementary: \$133,000 to serve 84 students for 180 days of school year
    - (approx. 17 hours/week)
  - Middle school: \$177,000 to serve 112 students for 180 days of school year
    - (approx. 17 hours/week)
  - High school: \$250,000 to serve 140 students for 180 days
    - (approximately 15 hours/week)
  - Your budget must detail:
    - Staffing costs for service delivery, staff training, and prep time
    - Full time site coordinator
    - Any agency management-level staff who will be paid by grant funds for support of direct service programming
    - Supplies, materials, curriculum, books, field trips, etc.
    - Agency administrative costs not to exceed 4% of contracted amount Note:
      - Your budget does not need to include snack costs
  - Describe how your organization will secure additional funding to match the contracted funds from OUSD. The CDE requires that each ASES program provide cash or in-kind local funds totaling no less than one-third of the grant amount. Facilities or space usage may fulfill no more than 25 percent of the required local contribution (EC sections 8483.7[a][5] and 8483.75[a][4]). Allowable match includes cost of services provided by the local educational agency (LEA) and/or their subcontractors, using non-ASES funds. All ASES and 21st CCLC grantees are required to allocate a minimum of 30% of the grant amount. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.
  - Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

### 3. AGENCY INFRASTRUCTURE (2 Pages)

- Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.
- Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with



requirements set forth by OUSD and the CA Dept. of Education. (*Unless otherwise stated by CDE under extenuating circumstances all sites are required to*):

- Student ratio of 1:20 or better;
  - Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
  - Full time school Site Coordinator stationed at each school site during the day
  - 85% attendance documented by daily OUSD mandated attendance protocols
  - Professional record keeping and reproduction upon request for district audits
- Describe the role of the Site Coordinator who will be the primary point(s) of contact for the OUSD expanded learning partnership, and who will maintain active collaboration with the school site leadership. Describe how this individual will ensure strong partnership with OUSD, the partnering school site(s), and other community partners working within OUSD expanded learning programs.

#### 4. YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT (3 Pages)

- Describe how your organization's program model supports youth development. Cite prior noteworthy successes and challenges serving Oakland youth. How do you ensure each program is aligned with OUSD priorities? How does your program demonstrate that diversity, equity and inclusion are foundational in serving OUSD students?
- Please review the CDE's quality standards which are accessible on the [CDE Website](#). These standards identify organization, staff and programmatic touchpoints used by CDE to guide program quality. Please identify and discuss your agency's strengths and key areas for improvement in providing quality youth development programming.
- How does your organization ensure that all of your expanded learning staff have baseline knowledge and understanding of youth development best practices? What tools and training does your organization utilize to build the capacity of your staff and programs to create responsive high quality youth development practices?
- What types of data does your organization use to evaluate program quality? How has your organization used this information to inform program quality growth? Please share what indicators demonstrate that your organization is making the desired impact.



## APPENDIX III. Instructions for RFQ Application Submission:

Please use [this link to register to receive access to a Google RFQ folder](#). The Google folder will house the RFQ application and supporting documents that will need to be uploaded there. Access to this link will be available until June 15, 2021. Deadline for submission for a completed RFQ application and supporting documentation is June 30, 2021 by 5:00 pm.

Any documents submitted after the deadline will not be accepted or reviewed.

### Required Supporting Documentation Instructions:

All uploaded files will need to be in PDF format and accessible to OUSD. Any files missing could result in a disqualification from the RFQ process.

#### **All files will need to be clearly labeled based on the list below:**

- One (1) sample Expanded learning program schedule with activity summary
- A sample budget pertaining to the program schedule and activity summary
- Profit and loss statement and/or copy of 2020 990 Tax Form
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)
- Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- Copy of organization's 501(c)(3) letter
- Bank statements to show proof of operating cash reserves (reference application question 2 in appendix II for details)
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- Copy of IRS letter certifying tax exempt status
- Proof of "active" status with the office of the California Secretary of State Board roster and minutes – Include the current board roster indicating officers and affiliations as well as Board approved minutes from the 2020-2021 school year.
- Signed letter of agreement (as elaborated upon in Section N)
- Most recent audited financial statements within 2 years and summary of the audit findings
- Letters of reference (maximum of 2)
- Documents demonstrating fulfillment of minimum qualifications (outlined in Section 13)
- Copy of certificate of current insurance



## APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

1. Intent
2. Term of MOU
3. Termination
4. Compensation
  - 4.1. Total Compensation
  - 4.2. Positive Attendance
    - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
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- 5.7. Meeting Participation
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- 11.2.3. Minimum Qualifications
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- 18. All exhibits, with required forms and timelines

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The contract template that is currently being used by lead agencies can be accessed by clicking the following link. However, please be aware that we are in the process of revising the contract template in 2 main respects: (1) the revised contract will be a master contract between OUSD and the lead agency that does not specify the school site(s) where the agency is assigned, and (2) that master contract will last for 3 years (but note that agencies and sites will continue be matched in 1-year relationships, as they are currently). The other terms will be substantially similar to those in the current contract template.

All applicants are required to review the contract template currently in use, and sign the OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist of the RFQ (Appendix IV).

*Submission of this Signed Boilerplate Checklist will constitute a representation by your firm that it has read all the clauses listed in the OUSD Expanded Learning Lead Agency MOU contract sample (Appendix IV), is willing and able to comply with OUSD contracting requirements, and understands that the standard OUSD Expanded Learning Lead Agency MOU is subject to change annually.*




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**Signature**


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**Date**


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**Name and Title of Signatory**


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**Name of Organization**

## APPENDIX V: Appeals Process for Applicants

Any applicant may appeal to the Oakland Unified School District Community Schools Department if the determination that it is not prequalified. An appeal must be based on one or both of two following:

- **Unfair process** (e.g., the appellant’s proposal was treated differently than others, conflict of interest by OUSD Department of Expanded Learning staff, etc.)
- **Material error** (e.g., the appellant’s proposal was reviewed under the wrong funding strategy, failure to consider all application materials, incorrect application of evaluation rubric or some other mistake of fact occurred), or

The appellant must submit the appeal by August 27, 2021 (i.e., 5 business days after the Lead Agency Notification Date). If the appellant fails to file an appeal prior to the applicable appeals deadline, the appellant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process, or any other legal process or proceeding.

An appeal must clearly state the facts that establish one of the above-referenced bases for appeal and how, as a result, the appellant’s proposal was affected negatively. The appeal will be considered and adjudged by the Executive Director of Community Schools Student Services, whose decision will be final. Appellant should submit the appeal and any supporting documents should be sent electronically by email to:

Andrea Bustamante, Executive Director  
Community Schools Student Services  
andrea.bustamante@ousd.org

Appellants will receive written notice of the outcome of their appeal by September 3, 2021. In the event that an applicant’s appeal is successful, the agency will be treated as all other prequalified agencies.



**2021 OUSD Request for Qualifications Application**  
*ASES, 21st CCLC, and ASSETS After-School Programs*

NOTE: PLEASE PRE-REGISTER TO RECEIVE TO ACCESS TO A GOOGLE FORM  
Cover Sheet:

Organization Name	Ujimaa Foundation		
Address, City, State	835 Isabella Street		
Lead Contact's Name:	Brian Blu Pride	2 <sup>nd</sup> Leads Contact's Name	Phylcia Stroud
Email:	blupride@ujimaafoundation.org	Email:	phylcia.stroud@ousd.org
Telephone #:	510-282-2997	Telephone #:	510-289-0261

Service Category: Check the grade levels your organization is interested in serving.	
<input checked="" type="checkbox"/>	Elementary (TK-5)
<input checked="" type="checkbox"/>	Elementary/Middle (TK-8)
<input type="checkbox"/>	Middle (6-8)
<input type="checkbox"/>	High School (9-12)
<input type="checkbox"/>	Alternative High School
<input type="checkbox"/>	Continuation High School
<input type="checkbox"/>	Comprehensive High School

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Are you currently an OUSD Lead Agency Partner?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Have you served as an OUSD Lead Agency partner before in past years?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
If so, please identify the years and durations served.	12	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No
<b>If yes</b> , please list all school districts you have served.		
How many school sites does your organization have the capacity to serve as a lead agency?	2	# Sites
In the box below, please briefly explain your rationale for this number of sites?		



Ujima is a small nonprofit organization. We have enough resources and reserves to foster two after school programs as a lead agency.

### APPLICATION QUESTIONS

After reading the RFQ narrative, please respond to all of the questions within all four (4) titled sections below in no more than 10 double-spaced pages in 12pt Font. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)



#### ORGANIZATIONAL CAPACITY (2-3 pages double space)

- OUSD’s mission is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent educators, every day. Our vision is that all Oakland Unified School District students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully informed, critical thinkers who are prepared for college, career, and community success. Please explain why your organization is uniquely positioned to engage in partnership with the OUSD Expanded Learning Office to serve students. What is your organization's mission and vision and how does it align with OUSD?
- Describe your experience and approach to serving the Oakland community and/or other communities with similar demographics, assets, challenges, etc. Discuss your background working with Oakland families and other community partners. (Reference the supporting documents required under Eligible Applicant Qualifications Appendix III to support your experience).
- OUSD Expanded Learning Office is looking for partners who can demonstrate the ability to collaborate with transparency and commit to shared decision making with Oakland students, families, site leaders and district leaders. Provide our office with clear examples of how your agency has or will approach working with stakeholders and engage in collaborative leadership.
- Describe your organization’s strategy in hiring, retention, and providing professional development of appropriate qualified staff to provide services to OUSD students in a culturally appropriate manner. Please include artifacts to support your description. i.e. Job announcements.

## FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

- Using your organization’s budget and profit and loss statement provided in the required supporting documentation, create a budget narrative showing how your agency would allocate funds to run a high-quality expanded learning program. These budgets will need to be based on the grant requirements detailed in the Funding description above (Section E.); including a required staffing ratio of 1:20 (or better). Utilize any of the following anticipated contract amounts to develop your budget.
  
- Your budget should also show secured leveraged funds and resources that you would contribute to the operational costs of running an after-school program.
  - Elementary: \$133,000 to serve 84 students for 180 days of school year
    - (approx. 17 hours/week)
  - ○ Middle school: \$177,000 to serve 112 students for 180 days of school year
    - (approx. 17 hours/week)
  - ○ High school: \$250,000 to serve 140 students for 180 days
    - (approximately 15 hours/week)
  
- Your budget must detail:
  - Staffing costs for service delivery, staff training, and prep time
  - Full time site coordinator
  - Any agency management-level staff who will be paid by grant funds for support of direct service programming
  - Supplies, materials, curriculum, books, field trips, etc.
  - Agency administrative costs not to exceed 4% of contracted amount

Note: Your budget does not need to include snack costs
  
- Describe how your organization will secure additional funding to match the contracted funds from OUSD. The CDE requires that each ASES program provide cash or in-kind local funds totaling no less than one-third of the grant amount. Facilities or space usage may fulfill no more than 25 percent of the required local contribution (EC sections 8483.7[a][5] and 8483.75[a][4]). Allowable match includes cost of services provided by the local educational agency (LEA) and/or their subcontractors, using non-ASES funds. All ASES and 21st CCLC grantees are required to allocate a minimum of 30% of the grant amount. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.
  
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Capacity

Fiscal

Infrastructure

Youth Dev. & Assessment

## AGENCY INFRASTRUCTURE (2 Pages)

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## YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT (3 Pages)

- Describe how your organization's program model supports youth development. Cite prior noteworthy successes and challenges serving Oakland youth. How do you ensure each program is aligned with OUSD priorities? How does your program demonstrate that diversity, equity and inclusion are foundational in serving OUSD students?
- Please review the CDE's quality standards which are accessible on the [CDE Website](#). These standards identify organization, staff and programmatic touchpoints used by CDE to guide program quality. Please identify and discuss your agency's strengths and key areas for improvement in providing quality youth development programming.
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- What types of data does your organization use to evaluate program quality? How has your organization used this information to inform program quality growth? Please share what indicators demonstrate that your organization is making the desired impact.

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- Letters of reference (maximum of 2)
- Documents demonstrating fulfillment of minimum qualifications (outlined in Section 13)
- Copy of certificate of current insurance

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On behalf of Ujimaa Foundation (agency), I, Brian Blu Pride (Name)  
Executive Director (position), Declare under penalty of perjury under the laws  
of the State of California that the foregoing is true and correct.  
Signature:   
Date: 6/30/21

## 1 Organizational Capacity

Our organization is an independent nonprofit organization in our community that provides, enhances, and maintains, and future our mission for the betterment of our community. We are an educational organization that provides a high-quality education for all students, including those with special needs, and we are committed to the success of every student. We are a "united in our mission" organization that is focused on providing a high-quality education for all students, including those with special needs, and we are committed to the success of every student. We are a "united in our mission" organization that is focused on providing a high-quality education for all students, including those with special needs, and we are committed to the success of every student.

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Our students are diverse and we are committed to providing all students with the opportunity to learn and grow. We are committed to providing all students with the opportunity to learn and grow. We are committed to providing all students with the opportunity to learn and grow.

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**Signature**

Brian Blu Pride, Executive Director

**Name and Title of Signatory**

6/29/21

**Date**

Ujimaa Foundation

**Name of Organization**

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Community Schools Student Services  
andrea.bustamante@ousd.org

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**2020-2021 After School Program Schedule**

**School Site: Carl B. Munck**

**Lead Agency: Ujima Foundation**

**Name of Program: Ujima ASP**



Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
1:25pm-1:45 (20mins)		Sign In and Community Building			
1:50pm- 2:50 (1hr)		Enrichment			
2:55pm- 3:25 (30mins)	TK- 2nd Snack Session	TK- 2nd Snack Session	TK- 2nd Snack Session	TK- 2nd Snack Session	TK- 2nd Snack Session
3rd-5th Physical Activity		3rd-5th Physical Activity	3rd-5th Physical Activity	3rd-5th Physical Activity	3rd-5th Physical Activity
3:30pm- 3:55 (25mins)	TK-2nd Physical Activity	TK-2nd Physical Activity	TK-2nd Physical Activity	TK-2nd Physical Activity	TK-2nd Physical Activity
3rd-5th Snack Session		3rd-5th Snack Session	3rd-5th Snack Session	3rd-5th Snack Session	3rd-5th Snack Session
4:00pm- 4:55 (55mins)	Enrichment	Enrichment	Enrichment	Enrichment	Enrichment
5:00pm-5:55 (55mins)	Homework/Skill-Building- LA	Homework/Skill-Building- Math	Homework/Skill-Building- ELA	Homework/Skill-Building- Math	Homework/Skill-Building
5:55pm- 6:00 (5mins)	Signout	Signout	Signout	Signout	Signout

**Science** children will enjoy project based activities in alignment with common core standards

**Arts** children will learn expression through drawing, painting, and crafts

**Martial Arts** highly kinesthetic children will benefit from discipline and athleticism

**Theatre** The power of voice and physical expression will be promoted by way of poem, plays, and more

**Dance** Highly kinesthetic children will learn various choreographed and innovative dance routine

**Sports** Young athletes will enjoy learning the fundamentals of favorite and unfamiliar sports and develop great sportsmanship

**Homework** Instructors facilitate orderly environment to assist students with Math/ELA assignments, Homework logs are submitted weekly to monitor

**Math** Instructors facilitate quiet environment to assist students with Math/ELA assignments, Homework logs are submitted weekly to monitor

**ELA** Instructors facilitate quiet environment to assist students with Math/ELA assignments, Homework logs are submitted weekly to monitor

**Physical Activities** Students and staff engage in structured activities promoting movement and group cooperation

**2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

**ELEMENTARY & MIDDLE SCHOOLS 01.2020**

<b>Site Name:</b>	📍 Carl Munck	<b>%</b>	<b>ASES</b>		<b>OFCY Match Funds</b>	<b>Other Lead Agency Funds</b>
<b>Site #:</b>	📍 168		Resource 6010, Program 1553			
Average # of students to be served daily (ADA):	83.31		<b>OUSD</b>	<b>Lead Agency</b>	<b>Lead Agency</b>	<b>Lead Agency</b>
<b>TOTAL GRANT AWARD</b>			<b>133,169.40</b>		<b>85000</b>	
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>						
	OUSD Indirect (5.00%)		6,341.40			
	OUSD ASPO admin, evaluation, and training/technical assistance costs		8,297.16			
	Custodial Staffing and Supplies at 3.5%		4,148.58			
	<b>TOTAL SITE ALLOCATION</b>		<b>114,382.26</b>			
<b>CERTIFICATED PERSONNEL</b>						
1120	Quality Support Coach/Academic Liaison		2500			
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0			
1120	Certificated Teacher Extended Contracts- ELL supports					
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)					
	Total certificated		<b>2500</b>		<b>0</b>	<b>0</b>

CLASSIFIED PERSONNEL							
2205	Site Coordinator (list here, if district employee)		45,224.73				0
2220	SSO (optional)		0				
			0				
	Total classified		45,224.73	0	0		0
BENEFITS							
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50				
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		0				
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		18,994.39				
3000's	Lead Agency benefits (rate: 25%)			0			
	Total benefits		19,606.89	0	0		0
BOOKS AND SUPPLIES							
4310	Supplies		0		2227.03		0
4310	Curriculum		0				0
5829	Field Trips		0		2000		0
4420	Equipment (including computers - OUSD only)		0				0
	Bus tickets for students						
	Professional Development for Site Staff			340.19			
	Total books and supplies		0	340.19	4227.03		0
CONTRACTED SERVICES							

5825	Site Coordinator (list here if CBO staff)	0	0		
5825	<b>Program Assistant: \$14,364 (36 wks x 21 Hrs/wk x \$19/hr) + \$3,828.01 (11.15% Tax)</b>			18,192.01	
5825	<b>Program Manager</b>			7,000	
5825	<b>Jovan Lowe - Academic Support, Science Enrichment [\$11,457 (36 wks x 16.75 Hrs/wk x \$19/hr) + \$1,277.46 tax (11.15%)]</b>		12,734.46		
5825	<b>Yahmina Omari - Academic Support, Dance Enrichment [\$11,457 (36 wks x 16.75 Hrs/wk x \$19/hr) + \$1,277.46 tax (11.15%)]</b>		12,734.46		
5825	<b>Aunye Anderson-Scott - Academic Support, Art Enrichment [\$11,457 (36 wks x 16.75 Hrs/wk x \$19/hr) + \$1,277.46 tax (11.15%)]</b>			12,734.46	
5825	<b>Kevin Taylor - Academic Support, Enrichment [\$11,457 (36 wks x 16.75 Hrs/wk x \$19/hr) + \$1,277.46 tax (11.15%)]</b>			12,734.46	
5825	<b>Instructor - Academic Support, Enrichment [\$11,457 (36 wks x 16.75 Hrs/wk x \$19/hr) + \$1,277.46 tax (11.15%)]</b>		12734.46		
5825	<b>TK/Kinder Instructor - Acadmic Support, Enrichment [\$14445.05 (36 wks x 19 Hrs/wk x \$19/hr) + \$1,449.05 tax (11.15%)]</b>			14,445.05	
5825	<b>Daily Prep (36 wks x 2.5 hrs/wk x 6 staff x \$19/hr + 11.15% tax)</b>		5,327.49	6,076.41	
5825	<b>10 ADDITIONAL MINIMUM DAY INSTRUCTION (6 Staff x 10 days x 1 hr/day x \$19 av./hr + 11.15% tax)</b>			1,267.11	
5825	<b>Bi-Weekly Staff Meetings (18 Sessions x 1 hrs/sessions x 6 staff x \$19 av./hr +11.15% tax)</b>			2,280.8	
5825	<b>Family Engagement Nights (4 Events x 2 hrs/per x 6 staff x \$19av/hr + 11.15% tax)</b>			1,155.05	
5825	<b>All Staff Meetings/Professionals Development (20 Hours x 6 Staff x \$19av./hr + 11.15% tax)</b>			2,887.62	





# Ujimaa Foundation<sup>501 (c)3</sup>



UF Headquarters  
835 Isabella Street  
Oakland, CA 94607

Phone: 510-598-9598

Fax: 510-863-7072

Email: [mail@ujimaafoundation.org](mailto:mail@ujimaafoundation.org)

Tax Id: 27-0549307

June 28, 2021

To OUSD Personnel:

Ujimaa's fiscal year is September 1 - August 31, and therefore we cannot produce a 990 for the year of 2020 until September, 2021. Please accept our Form 990 for our 2019 – 2020 year and copy of our 2020 calendar year Profit and Loss Statement.

Thank You,

Brian Blu Pride  
Executive Director

# Return of Organization Exempt From Income Tax

**2019**

**Open to Public Inspection**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

**A** For the 2019 calendar year, or tax year beginning 09/01, 2019, and ending 08/31, 20 20

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization UJIMAA FOUNDATION  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
835 Isabella St  
 City or town, state or province, country, and ZIP or foreign postal code  
Oakland, CA, 94607

**D** Employer identification number 27-0549307

**E** Telephone number 510-000-0000

**F** Name and address of principal officer: Brian Pride  
835 Isabella Street, Oakland, CA 94607

**G** Gross receipts \$ 458,641

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ UJIMAAFOUNDATION.ORG

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 2009

**M** State of legal domicile: CA

**H(c)** Group exemption number ▶ 0000

**Part I Summary**

Activities & Governance	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>Our mission is to instill and promote high levels of esteem in our youth through academic enhancement activities, discipline, and culture. We believe that by providing a balance of social elements to our children, we can assist the community in raising productive members of society.</u>		
	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>6</b>
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>0</b>
	<b>5</b>	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	<b>5</b>	<b>0</b>
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	<b>4</b>
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0</b>
<b>b</b>	Net unrelated business taxable income from Form 990-T, line 39	<b>7b</b>	<b>0</b>	
Revenue	<b>8</b>	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b>	Program service revenue (Part VIII, line 2g)	<u>0</u>	<u>116,641</u>
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>0</u>	<u>342,000</u>
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>0</u>	<u>0</u>
	<b>12</b>	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>0</u>	<u>458,641</u>
Expenses	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>0</u>	<u>0</u>
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	<u>0</u>	<u>0</u>
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>0</u>	<u>354,073</u>
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	<u>0</u>	<u>0</u>
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>0</u>		
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>000,000</u>	<u>51,789</u>
	<b>18</b>	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>300,000</u>	<u>405,862</u>
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<u>200,000</u>	<u>52,779</u>	
Net Assets or Fund Balances	<b>20</b>	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	<b>21</b>	Total liabilities (Part X, line 26)	<u>102,000</u>	<u>100,100</u>
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<u>00100</u>	<u>00000</u>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer:  Date: 9/10/20

Preparer  Officer  Other  Preparer  
Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: \_\_\_\_\_ Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Check  if self-employed PTIN: \_\_\_\_\_

Firm's name ▶: \_\_\_\_\_ Firm's EIN ▶: \_\_\_\_\_

Firm's address ▶: \_\_\_\_\_ Phone no.: \_\_\_\_\_

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

**1** Briefly describe the organization's mission:  
Our mission is to instill and promote high levels of esteem in our youth through academic enhancement, enrichment activities, discipline and culture. We believe that by providing a balance of social elements to our children, we can assist the community in raising productive members of society.

**2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No  
If "Yes," describe these new services on Schedule O.

**3** Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No  
If "Yes," describe these changes on Schedule O.

**4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

**4a** (Code: \_\_\_\_\_) (Expenses \$ 275,242 including grants of \$ 0) (Revenue \$ 292,000)  
Ujimaa has successfully facilitated after school program for Burckhalter and Carl B. Munck Elementary School and summer school for Allendale Elementary School and other community projects

**4b** (Code: \_\_\_\_\_) (Expenses \$ 0 including grants of \$ 0) (Revenue \$ 0)  
Youth Trauma and Informed Care is an initiative with goals to support children impacted by violence in urban communities.

**4c** (Code: \_\_\_\_\_) (Expenses \$ 0 including grants of \$ 0) (Revenue \$ 0)  
none

**4d** Other program services (Describe on Schedule O.)  
(Expenses \$ 0 including grants of \$ 0) (Revenue \$ 0)

**4e** Total program service expenses **▶** 275,242

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A . . . . .</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>4</b> <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV. . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV. . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions) . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II . . . . .</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part IV Checklist of Required Schedules** *(continued)*

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i> . . . . .	<b>22</b>	✓
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i> . . . . .	<b>23</b>	✓
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i> . . . . .	<b>24a</b>	✓
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? . . . . .	<b>24b</b>	
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? . . . . .	<b>24c</b>	
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? . . . . .	<b>24d</b>	
<b>25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i> . . . . .	<b>25a</b>	✓
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i> . . . . .	<b>25b</b>	✓
<b>26</b> Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i> . . . . .	<b>26</b>	✓
<b>27</b> Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i> . . . . .	<b>27</b>	✓
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i> . . . . .	<b>28a</b>	✓
<b>b</b> A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i> . . . . .	<b>28b</b>	✓
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i> . . . . .	<b>28c</b>	✓
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i> . . . . .	<b>29</b>	✓
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i> . . . . .	<b>30</b>	✓
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i> . . . . .	<b>31</b>	✓
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i> . . . . .	<b>32</b>	✓
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i> . . . . .	<b>33</b>	✓
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i> . . . . .	<b>34</b>	✓
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .	<b>35a</b>	✓
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i> . . . . .	<b>35b</b>	
<b>36 Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i> . . . . .	<b>36</b>	✓
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i> . . . . .	<b>37</b>	✓
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O. . . . .	<b>38</b>	✓

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
<b>1a</b> Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable . . . . .	<b>1a</b>	0
<b>b</b> Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable . . . . .	<b>1b</b>	0
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? . . . . .	<b>1c</b>	

**Part V** **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	<b>2a</b>	0
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<b>2b</b>	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<b>3a</b>	✓
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	<b>3b</b>	
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	<b>4a</b>	✓
<b>b</b>	If "Yes," enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<b>5a</b>	✓
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	<b>5b</b>	✓
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<b>5c</b>	
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	<b>6a</b>	✓
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	<b>6b</b>	
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	<b>7a</b>	✓
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?	<b>7b</b>	
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	<b>7c</b>	✓
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year	<b>7d</b>	
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<b>7e</b>	✓
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>	✓
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>	✓
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	<b>7h</b>	✓
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	<b>8</b>	
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?	<b>9a</b>	
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	<b>9b</b>	
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>	
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>	
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders	<b>11a</b>	
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>	
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>	
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>	
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note:</b> See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>	
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>	
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>	
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>	✓
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	<b>14b</b>	
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	<b>15</b>	✓
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>	✓

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year . . . . .		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
<b>1b</b>	Enter the number of voting members included on line 1a, above, who are independent . . . . .		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		<input checked="" type="checkbox"/>
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . . .		<input checked="" type="checkbox"/>
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		<input checked="" type="checkbox"/>
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		<input checked="" type="checkbox"/>
<b>6</b>	Did the organization have members or stockholders? . . . . .		<input checked="" type="checkbox"/>
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .		<input checked="" type="checkbox"/>
<b>7b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .		<input checked="" type="checkbox"/>
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>8a</b>	The governing body? . . . . .	<input checked="" type="checkbox"/>	
<b>8b</b>	Each committee with authority to act on behalf of the governing body? . . . . .	<input checked="" type="checkbox"/>	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O . . . . .		<input checked="" type="checkbox"/>

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates? . . . . .		<input checked="" type="checkbox"/>
<b>10b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .	<input checked="" type="checkbox"/>	
<b>11b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990. . . . .		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13 . . . . .	<input checked="" type="checkbox"/>	
<b>12b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .	<input checked="" type="checkbox"/>	
<b>12c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done . . . . .	<input checked="" type="checkbox"/>	
<b>13</b>	Did the organization have a written whistleblower policy? . . . . .	<input checked="" type="checkbox"/>	
<b>14</b>	Did the organization have a written document retention and destruction policy? . . . . .		<input checked="" type="checkbox"/>
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>15a</b>	The organization's CEO, Executive Director, or top management official . . . . .	<input checked="" type="checkbox"/>	
<b>15b</b>	Other officers or key employees of the organization . . . . .	<input checked="" type="checkbox"/>	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		<input checked="" type="checkbox"/>
<b>16b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed ► CA
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
  - Own website  Another's website  Upon request  Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records ►

Brian Pride, (510)282-2997  
 835 Isabella St, Oakland, CA 94607





**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns . . . . .	<b>1a</b> 0				
	<b>b</b> Membership dues . . . . .	<b>1b</b> 0				
	<b>c</b> Fundraising events . . . . .	<b>1c</b> 0				
	<b>d</b> Related organizations . . . . .	<b>1d</b> 0				
	<b>e</b> Government grants (contributions)	<b>1e</b> 0				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b> 116,641				
	<b>g</b> Noncash contributions included in lines 1a-1f . . . . .	<b>1g</b> \$ 0				
	<b>h Total.</b> Add lines 1a-1f . . . . .		116,641			
	<b>Program Service Revenue</b>	Business Code				
<b>2a</b> _____						
<b>b</b> _____						
<b>c</b> _____						
<b>d</b> _____						
<b>e</b> _____						
<b>f</b> All other program service revenue . .			342,000	342,000	0	0
<b>g Total.</b> Add lines 2a-2f . . . . .		342,000				
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts) . . . . .					
	<b>4</b> Income from investment of tax-exempt bond proceeds					
	<b>5</b> Royalties . . . . .					
	<b>6a</b> Gross rents . . . . .	(i) Real				
		(ii) Personal				
		<b>6a</b>				
	<b>b</b> Less: rental expenses	<b>6b</b>				
	<b>c</b> Rental income or (loss)	<b>6c</b> 0	0			
	<b>d</b> Net rental income or (loss) . . . . .					
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		<b>7a</b>				
	<b>b</b> Less: cost or other basis and sales expenses . . . . .	<b>7b</b>				
	<b>c</b> Gain or (loss) . . . . .	<b>7c</b> 0	0			
	<b>d</b> Net gain or (loss) . . . . .					
	<b>8a</b> Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18 . . . . .	<b>8a</b>				
		<b>b</b> Less: direct expenses . . . . .	<b>8b</b>			
<b>c</b> Net income or (loss) from fundraising events . .						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19 . . . . .	<b>9a</b>					
	<b>b</b> Less: direct expenses . . . . .	<b>9b</b>				
	<b>c</b> Net income or (loss) from gaming activities . . .					
<b>10a</b> Gross sales of inventory, less returns and allowances . . . . .	<b>10a</b>					
	<b>b</b> Less: cost of goods sold . . . . .	<b>10b</b>				
	<b>c</b> Net income or (loss) from sales of inventory . . .					
<b>Miscellaneous Revenue</b>	Business Code					
	<b>11a</b> _____					
	<b>b</b> _____					
	<b>c</b> _____					
	<b>d</b> All other revenue . . . . .					
<b>e Total.</b> Add lines 11a-11d . . . . .		0				
<b>12 Total revenue.</b> See instructions . . . . .		458,641	342,000	0	0	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
<b>4</b> Benefits paid to or for members				
<b>5</b> Compensation of current officers, directors, trustees, and key employees	354,073	260,725	93,348	
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
<b>7</b> Other salaries and wages				
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
<b>9</b> Other employee benefits				
<b>10</b> Payroll taxes				
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management				
<b>b</b> Legal				
<b>c</b> Accounting				
<b>d</b> Lobbying				
<b>e</b> Professional fundraising services. See Part IV, line 17				
<b>f</b> Investment management fees				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
<b>12</b> Advertising and promotion	1,270	1,270		
<b>13</b> Office expenses	5,364		5,364	
<b>14</b> Information technology	1,353	1,353		
<b>15</b> Royalties				
<b>16</b> Occupancy	23,960	6,972	16,988	
<b>17</b> Travel	5,883	4,922	961	
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials				
<b>19</b> Conferences, conventions, and meetings				
<b>20</b> Interest				
<b>21</b> Payments to affiliates				
<b>22</b> Depreciation, depletion, and amortization				
<b>23</b> Insurance	14,141		14,141	
<b>24</b> Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
<b>a</b> petty cash	-182	0	-182	0
<b>b</b> _____				
<b>c</b> _____				
<b>d</b> _____				
<b>e</b> All other expenses				
<b>25</b> <b>Total functional expenses.</b> Add lines 1 through 24e	405,862	275,242	130,620	0
<b>26</b> <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	102,000	<b>1</b>	100,100
	<b>2</b> Savings and temporary cash investments . . . . .	0	<b>2</b>	0
	<b>3</b> Pledges and grants receivable, net . . . . .	0	<b>3</b>	0
	<b>4</b> Accounts receivable, net . . . . .	0	<b>4</b>	0
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>5</b>	0
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .	0	<b>6</b>	0
	<b>7</b> Notes and loans receivable, net . . . . .	0	<b>7</b>	0
	<b>8</b> Inventories for sale or use . . . . .	0	<b>8</b>	0
	<b>9</b> Prepaid expenses and deferred charges . . . . .	0	<b>9</b>	0
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b>		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b>	0	<b>10c</b>
	<b>11</b> Investments—publicly traded securities . . . . .	0	<b>11</b>	0
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .	0	<b>12</b>	0
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .	0	<b>13</b>	0
	<b>14</b> Intangible assets . . . . .	0	<b>14</b>	0
	<b>15</b> Other assets. See Part IV, line 11 . . . . .	0	<b>15</b>	0
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .	102,000	<b>16</b>	100,100	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	2,001	<b>17</b>	0,000
	<b>18</b> Grants payable . . . . .	0	<b>18</b>	0
	<b>19</b> Deferred revenue . . . . .	0	<b>19</b>	0
	<b>20</b> Tax-exempt bond liabilities . . . . .	0	<b>20</b>	0
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .	0	<b>21</b>	0
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>22</b>	0
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .	0	<b>23</b>	0
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .	0	<b>24</b>	0
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .	0,102	<b>25</b>	0
	<b>26 Total liabilities.</b> Add lines 17 through 25 . . . . .	0,101	<b>26</b>	0,000
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .	00,001	<b>27</b>	100,000
	<b>28</b> Net assets with donor restrictions . . . . .	0,000	<b>28</b>	0
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>31</b>	
	<b>32</b> Total net assets or fund balances . . . . .	100,001	<b>32</b>	100,000
<b>33</b> Total liabilities and net assets/fund balances . . . . .	102,000	<b>33</b>	100,100	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	458,641
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	405,862
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	52,779
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	100,001
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	0
<b>6</b>	Donated services and use of facilities	<b>6</b>	0
<b>7</b>	Investment expenses	<b>7</b>	0
<b>8</b>	Prior period adjustments	<b>8</b>	0
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	0
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	100,000

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
<b>1</b> Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b> Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<input checked="" type="checkbox"/>
<b>b</b> Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	<input checked="" type="checkbox"/>	
<b>c</b> If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	<input checked="" type="checkbox"/>	
<b>3a</b> As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		<input checked="" type="checkbox"/>
<b>b</b> If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization <b>UJIMAA FOUNDATION</b>	Employer identification number <b>27-0549307</b>
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**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10  An organization that normally receives: (1) more than 33<sup>1</sup>/<sub>3</sub>% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33<sup>1</sup>/<sub>3</sub>% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .	280,250	370,866	366,898	372,587	411,435	1,802,036
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .	0					0
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .	0					0
<b>4 Total.</b> Add lines 1 through 3 . . . . .	280,250	370,866	366,898	372,587	411,435	1,802,036
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . . . .						
<b>6 Public support.</b> Subtract line 5 from line 4						1,802,036

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>7</b> Amounts from line 4 . . . . .	280,250	370,866	366,898	372,587	411,435	1,802,036
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .	0	0				0
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .	0	0				0
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .	0	0				0
<b>11 Total support.</b> Add lines 7 through 10						1,802,036
<b>12</b> Gross receipts from related activities, etc. (see instructions) . . . . .					12	
<b>13 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . .						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) . . . . .	<b>14</b>	100 %
<b>15</b> Public support percentage from 2018 Schedule A, Part II, line 14 . . . . .	<b>15</b>	99.91 %
<b>16a 33 1/3% support test—2019.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . .		<input checked="" type="checkbox"/>
<b>b 33 1/3% support test—2018.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>17a 10%-facts-and-circumstances test—2019.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>b 10%-facts-and-circumstances test—2018.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . .		<input type="checkbox"/>

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . .						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
<b>6 Total.</b> Add lines 1 through 5 . . . . .						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .						
<b>c</b> Add lines 7a and 7b . . . . .						
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . . .						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>9</b> Amounts from line 6 . . . . .						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						
<b>c</b> Add lines 10a and 10b . . . . .						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . .

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) . . . . .	<b>15</b>	%
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15 . . . . .	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for <b>2019</b> (line 10c, column (f), divided by line 13, column (f)) . . . . .	<b>17</b>	%
<b>18</b> Investment income percentage from <b>2018</b> Schedule A, Part III, line 17 . . . . .	<b>18</b>	%

**19a 33 1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

**b 33 1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . .

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
3b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
3c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
4b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
4c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
5b	<b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
5c	<b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
9b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
9c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
10b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	<b>11a</b>	
<b>b</b> A family member of a person described in (a) above?	<b>11b</b>	
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>	<b>11c</b>	

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>	<b>1</b>	
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>	<b>2</b>	

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>	<b>1</b>	

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	<b>1</b>	
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>	<b>2</b>	
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>	<b>3</b>	

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a government entity (see instructions).		
<b>2</b> Activities Test. <b>Answer (a) and (b) below.</b>		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>	<b>2a</b>	
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>	<b>2b</b>	
<b>3</b> Parent of Supported Organizations. <b>Answer (a) and (b) below.</b>		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>	<b>3a</b>	
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>	<b>3b</b>	

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1**  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A—Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b> Net short-term capital gain	<b>1</b>		
<b>2</b> Recoveries of prior-year distributions	<b>2</b>		
<b>3</b> Other gross income (see instructions)	<b>3</b>		
<b>4</b> Add lines 1 through 3.	<b>4</b>		
<b>5</b> Depreciation and depletion	<b>5</b>		
<b>6</b> Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	<b>6</b>		
<b>7</b> Other expenses (see instructions)	<b>7</b>		
<b>8 Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	<b>8</b>		
<b>Section B—Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b> Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
<b>a</b> Average monthly value of securities	<b>1a</b>		
<b>b</b> Average monthly cash balances	<b>1b</b>		
<b>c</b> Fair market value of other non-exempt-use assets	<b>1c</b>		
<b>d Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>		
<b>e Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):			
<b>2</b> Acquisition indebtedness applicable to non-exempt-use assets	<b>2</b>		
<b>3</b> Subtract line 2 from line 1d.	<b>3</b>		
<b>4</b> Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	<b>4</b>		
<b>5</b> Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>		
<b>6</b> Multiply line 5 by .035.	<b>6</b>		
<b>7</b> Recoveries of prior-year distributions	<b>7</b>		
<b>8 Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>		
<b>Section C—Distributable Amount</b>			Current Year
<b>1</b> Adjusted net income for prior year (from Section A, line 8, Column A)	<b>1</b>		
<b>2</b> Enter 85% of line 1.	<b>2</b>		
<b>3</b> Minimum asset amount for prior year (from Section B, line 8, Column A)	<b>3</b>		
<b>4</b> Enter greater of line 2 or line 3.	<b>4</b>		
<b>5</b> Income tax imposed in prior year	<b>5</b>		
<b>6 Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	<b>6</b>		
<b>7</b> <input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).			





**SCHEDULE O  
(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

UJIMAA FOUNDATION

Employer identification number

27-0549307

Form 990, Part VI, Section B, Line 11b - 990 reviewed annually during board meeting.

Form 990, Part VI, Section B, Line 12c - Any changes in operations that might breach policy is communicated to board by Executive Director. Meeting called by chair or other board members if potential breach occurs.

Form 990, Part VI, Section B, Line 15 - Market rate pay is reviewed by board members as key officer positions are allocated annual salaries.

Form 990, Part VI, Section C, Line 19 - All documents are available upon request.

Form 990, Part XI, Line 9 - funds to support general growth of organization

**Reasonable Cause Explanations**

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**Explanation**

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Other organization duties slowed the process for timely filing

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**Ujimaa Foundation**  
**Profit & Loss**  
 January through December 2020

	Jan - Dec 20
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Give Back	1,186.30
Paypal	11,907.40
<b>Program Income</b>	324,487.56
<b>Total Income</b>	337,581.26
<b>Gross Profit</b>	337,581.26
<b>Expense</b>	
<b>11 Contract Services</b>	
Accounting Fees	4,000.00
Legal Fees	576.00
<b>Program Consultants 1</b>	
Basketball Coaching	1,125.00
Coordinator Salary	16,666.65
Management	64,423.50
Program Assistant	4,500.00
Program Consultants 1 - Other	112,190.87
<b>Total Program Consultants 1</b>	198,906.02
<b>Total 11 Contract Services</b>	203,482.02
<b>12 Advertising and Promotion</b>	
Fundraising Expense	170.00
Recruitment	150.00
<b>Total 12 Advertising and Promotion</b>	320.00
<b>13 Office Expense</b>	
Bank Fees	422.00
<b>Supplies</b>	
Apparel	166.00
Supplies - Other	2,531.26
<b>Total Supplies</b>	2,697.26
T-Mobile	-454.74
<b>13 Office Expense - Other</b>	240.33
<b>Total 13 Office Expense</b>	2,904.85
<b>14 Information Technology</b>	
Software PC	996.80
<b>Total 14 Information Technology</b>	996.80

**Ujimaa Foundation**  
**Profit & Loss**  
 January through December 2020

	Jan - Dec 20
<b>16 Occupancy</b>	
<b>Facilities and Equipment</b>	
<b>Equip Rental and Maintenance</b>	
UHouse	
Yard Maintenance	15,350.00
<b>Total UHouse</b>	15,350.00
<b>Total Equip Rental and Maintenance</b>	15,350.00
Rent, Parking, Utilities	615.98
Facilities and Equipment - Other	770.41
<b>Total Facilities and Equipment</b>	16,736.39
Utilities	5,573.38
<b>Total 16 Occupancy</b>	22,309.77
<b>17 Travel</b>	
<b>Vehicle</b>	
Fuel	753.64
Maintenance	2,322.59
Parking Fees	33.00
Vehicle Registration	975.00
<b>Total Vehicle</b>	4,084.23
17 Travel - Other	38.01
<b>Total 17 Travel</b>	4,122.24
<b>17 Travel and Meetings</b>	
<b>Conference, Convention, Meeting</b>	
Food	789.04
<b>Total Conference, Convention, Meeting</b>	789.04
<b>Total 17 Travel and Meetings</b>	789.04
<b>23 Insurance - Liability, D &amp; O</b>	14,560.00
<b>24 Other Types of Expenses</b>	
<b>Operations</b>	
Petty Cash	145.50
<b>Total Operations</b>	145.50
<b>Total 24 Other Types of Expenses</b>	145.50

7:44 PM

06/28/21

Accrual Basis

**Ujimaa Foundation**  
**Profit & Loss**  
January through December 2020

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	<u>Jan - Dec 20</u>
Medical Reimbursement	2,000.00
Payroll Expenses	50,041.38
<b>Total Expense</b>	<b>301,671.60</b>
<b>Net Ordinary Income</b>	<b>35,909.66</b>
<b>Net Income</b>	<b><u>35,909.66</u></b>

# 2014-15 Oakland School-based After School

## School-Age/Youth Program Quality Assessment Supplemental Report

Program Name: BURCKHALTER

Agency Name: Ujimaa Foundation

Date of Observation: 11/5/14

Site Visitor: Rosalinda

Activities Observed: 1: Theatre 2: Science 3: Sports 4: Martial Arts

### About This Report

This report supplements the results you received in Scores Reporter about the visit conducted at your site as part of the annual after school programs evaluation.

The page describes your program's strengths and areas for improvements based on your PQA ratings. Your program's ratings on the Academic Climate scale are also included.

### What the Ratings Mean

**The ratings indicate the following levels of performance:**

- A rating of one (1) indicates that the practice was not observed while the visitor was on site, or that the practice is not a part of the program.
- A rating of three (3) indicates that the practice is implemented relatively consistently across staff and activities.
- A five (5) rating indicates that the practice was implemented consistently and well across staff and activities.

### Program Strengths

#### Program Strengths

1. Interaction with Adults: Staff often circulates around the room interacting with students in the class/space.
2. Reflection: The reflection was intentional and provided ample opportunity for students to engage in their feelings and experience. Staff member had students in circle and reviewed each concept and their thoughts on the learning/progress of that concept.
3. Skill Building: Class had objectives/goals written on board. Staff member was intentional upon referring back to these objectives/goals and had students step by step take moments to engage in those objectives.

### Program Improvements

#### Program Improvements

1. Interaction with Adults: Interactions are represented by both positive and negative interactions with students. Although there are moments of positive interaction, a majority of the time is spent telling students what to do and managing behaviors.
2. Belonging: Opportunities for intentional groups are rarely created for students and thereby inhibit their ability to participate and work in small groups. Nearly all of their time is spent working individually or as a whole class. This is evident by the classes being lead by the staff member while students follow instruction.
3. School-Age Leadership: Since there are little opportunities to participate in-group work, students do not have the opportunity to practice group-processing skills.

## Academic Climate Ratings

<b>Domain Average for Academic Climate</b> - Youth are supported in the development of specific skills and staff provide opportunities for intentionally linking content with youths' prior knowledge. (For programs that offer academic activities only.)	<b>3.06</b>
<b>I. Youth are supported in the development of specific academic skills.</b>	<b>4.33</b>
1. Intentional opportunities for academic skills	5
2. Staff mention Learning Targets that are clearly linked to activity	5
3. Staff encourage youth to analyze, evaluate, etc.	3
<b>II. Staff support individual learners</b>	<b>2.50</b>
1. Instances with different youth in which staff-youth conversation includes substantive dialogue	1
2. Staff break down difficult tasks into simpler, manageable tasks for all youth	3
3. Staff presents content using more than 2 modalities	3
4. Activities are appropriately challenging	3
<b>III. Staff provides support for linking academic content to youths' prior knowledge.</b>	<b>2.33</b>
1. Staff frequently ask questions that help youth make connections to prior sessions	3
2. Staff frequently ask questions that help youth make connections to school day learning	1
3. Staff frequently ask questions that help youth make connections to personal experience	3
<b>Summary of % "1" Ratings &amp; % "5" Ratings</b>	
% of 1 ratings in this domain: <b>20%</b>	% of 5 ratings in this domain: <b>20%</b>

# Ujima Foundation Organizational Chart



## Board of Directors

### Governance and Compliance, Programs

Carl Adams	Chair
Blu Pride	Executive Director
Zerita Sharp	Vice Chair
Brother Ayinde	Treasury
Paul Pryde	Director
Shamia Sandles	Director

## Program Administration

### Site Coord, Team Lead, Program Assistants

Phylicia Stroud	Site Coordinator	FTE 100
Calvin Pryor	Team Lead	FTE 100
Blu Pride		FTE 50

## Program Staff

### Group Leaders, Sports Coach

Jovan Lowe	FTE 100
Kevin Taylor	FTE 100
Yaminah Omari	FTE 100
Aunye -Scott And.	FTE 100
Richard Hardman III	FTE 50
J'Monnne Brown	FTE 50
Aboubacar Uwiragiye	FTE 50
Taylor Mosley	FTE 50
Sarah Colbert	FTE 100

## General Stakeholders

Grantors, Site Administrators, Faculty, Parents

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date **MAY 19 2013**

UJIMAA FOUNDATION  
835 ISABELLA STREET  
OAKLAND, CA 94607-3429

Employer Identification Number:  
27-0549307  
DLN:  
17053093382003  
Contact Person:  
EDWARD J POMERANTZ ID# 31326  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
August 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
March 29, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

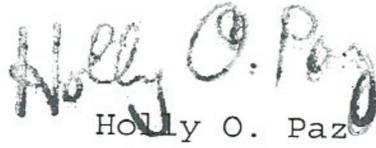
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

UJIMAA FOUNDATION

Sincerely,

A handwritten signature in dark ink, appearing to read "Holly O. Paz". The signature is written in a cursive, somewhat stylized font.

Holly O. Paz  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC

Showing All accounts ▾



▼ Accounts

UJIMAA FOUNDATION Total available balance \$158,347.38

MAIN (...3280) >

\$147,926.06 Available balance      \$147,926.06 Present balance      \$0.00 Available credit      Transfer money | ...

ASP Munck (...8500) >

\$1,021.58 Available balance      \$1,021.58 Present balance      \$0.00 Available credit      Transfer money | ...

Transportation (...2031) >

\$98.81 Available balance      \$98.81 Present balance      \$0.00 Available credit      Transfer money | ...

BSP Munck (...2072) >

\$400.00 Available balance      \$400.00 Present balance      \$0.00 Available credit      Transfer money | ...

Accounts Payable (...2106) >

\$8,900.93 Available balance      \$8,900.93 Present balance      \$0.00 Available credit      Transfer money | ...

Culture Keepers (...5050) >

\$0.00 Available balance      \$0.00 Present balance      \$0.00 Available credit      Transfer money | ...



JPMorgan Chase Bank, N.A.  
 P O Box 182051  
 Columbus, OH 43218 - 2051

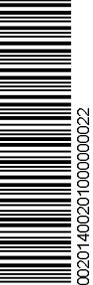
May 01, 2021 through May 28, 2021  
 Account Number: **000000550873280**

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
 Service Center: **1-800-242-7338**  
 Deaf and Hard of Hearing: **1-800-242-7383**  
 Para Espanol: **1-888-622-4273**  
 International Calls: **1-713-262-1679**

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UJIMAA FOUNDATION  
 MAIN ACCOUNT  
 835 ISABELLA ST  
 OAKLAND CA 94607



**CHECKING SUMMARY**

Chase Performance Business Checking

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$43,646.40</b>
Deposits and Additions	4	51,650.63
ATM & Debit Card Withdrawals	6	-728.75
Electronic Withdrawals	9	-16,669.50
Fees	1	-25.00
<b>Ending Balance</b>	<b>20</b>	<b>\$77,873.78</b>

**DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	AMOUNT
05/12	Online Transfer From Chk ...2031 Transaction#: 11762267946	\$50,916.49
05/12	Online Transfer From Chk ...2072 Transaction#: 11761789038	640.00
05/12	Online Transfer From Chk ...2072 Transaction#: 11761796425	50.35
05/27	Purchase Return 05/27 Michaels Stores 1538 Emeryville CA Card 5212	43.79
<b>Total Deposits and Additions</b>		<b>\$51,650.63</b>

**ATM & DEBIT CARD WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
05/04	Recurring Card Purchase 05/04 Tmobile*Auto Pay 800-937-8997 WA Card 5212	\$564.70
05/06	Recurring Card Purchase 05/05 Apple.Com/Bill 408-974-1010 CA Card 5212	0.99
05/13	Recurring Card Purchase 05/12 Zoom.US 888-799-9666 Www.Zoom.US CA Card 5212	16.11
05/25	Card Purchase With Pin 05/25 Michaels Stores 1538 Emeryville CA Card 5212	94.35
05/26	Card Purchase 05/25 Wendy's 0005 Oakland CA Card 5212	14.30
05/27	Card Purchase With Pin 05/27 Michaels Stores 1538 Emeryville CA Card 5212	38.30
<b>Total ATM &amp; Debit Card Withdrawals</b>		<b>\$728.75</b>

**ATM & DEBIT CARD SUMMARY**

Brian C Pride Card 5212

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$728.75
Total Card Deposits & Credits	\$43.79



ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$728.75
Total Card Deposits & Credits	\$43.79

**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
05/03	Zelle Payment To Brian Blu Pride 11485562123	\$4,837.35
05/03	Zelle Payment To Brian Blu Pride 11495414405	1,750.00
05/12	05/12 Online Transfer To Chk ...2106 Transaction#: 11760529346	2,636.71
05/26	05/26 Online Transfer To Chk ...8500 Transaction#: 11849680132	200.00
05/26	05/26 Online Transfer To Chk ...2072 Transaction#: 11849681817	500.00
05/26	05/26 Online Transfer To Chk ...2072 Transaction#: 11849684914	1,500.00
05/26	05/26 Online Transfer To Chk ...2031 Transaction#: 11849688548	1,000.00
05/26	05/26 Online Transfer To Chk ...2106 Transaction#: 11850101490	2,941.29
05/28	05/28 Online Transfer To Chk ...8500 Transaction#: 11865688197	1,304.15
<b>Total Electronic Withdrawals</b>		<b>\$16,669.50</b>

**FEES**

DATE	DESCRIPTION	AMOUNT
05/05	Service Charges For The Month of April	\$25.00
<b>Total Fees</b>		<b>\$25.00</b>

The monthly service fee of \$30.00 was waived this period because you maintained a relationship balance (combined business deposits) of \$35,000.00 or more.

**DAILY ENDING BALANCE**

DATE	AMOUNT
05/03	\$37,059.05
05/04	36,494.35
05/05	36,469.35
05/06	36,468.36
05/12	85,438.49
05/13	85,422.38
05/25	85,328.03
05/26	79,172.44
05/27	79,177.93
05/28	77,873.78

**SERVICE CHARGE SUMMARY**

Chase Performance Business Checking Accounts Included: 0000000000311752031, 0000000000311752072, 0000000000311752106, 00000000000517275050, 00000000000928698500

Maintenance Fee	\$0.00	Waived by checking and relationship balances
Excess Product Fees	\$0.00	
Other Service Charges	\$310.00	
<b>Total Service Charges</b>	<b>\$310.00</b>	Will be assessed on 6/14/21

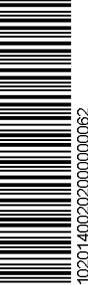


**SERVICE CHARGE SUMMARY** (continued)

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	41
Deposits / Credits	1
Deposited Items	0
<b>Total Transactions</b>	<b>42</b>

**SERVICE CHARGE DETAIL**

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Your Product Includes:					
<b>ACCOUNT 00000550873280</b>					
Waived Monthly Service Fee	0			\$30.00	\$0.00
Transactions	42	0	42	\$0.00	\$0.00
<b>Subtotal</b>					<b>\$0.00</b>
<b>Other Fees</b>					
Electronic Credits	1	999,999,999	0	\$0.40	\$0.00
Non-Electronic Transactions	41	250	0	\$0.40	\$0.00
Stop Payments - Automatic Renewal	1	0	1	\$4.00	\$4.00
Jpm Cashed Checks	1	0	1	\$0.00	\$0.00
Insufficient Funds/Overdraft Item Paid	9	0	9	\$34.00	\$306.00
<b>Total Service Charge (Will be assessed on 6/14/21)</b>					<b>\$310.00</b>
<b>ACCOUNT 00000311752031</b>					
Electronic Credits	1				
Non-Electronic Transactions	12				
Insufficient Funds/Overdraft Item Paid	4				
<b>ACCOUNT 00000311752072</b>					
Non-Electronic Transactions	13				
Insufficient Funds/Overdraft Item Paid	5				
<b>ACCOUNT 00000311752106</b>					
Non-Electronic Transactions	10				
Stop Payments - Automatic Renewal	1				
Jpm Cashed Checks	1				
<b>ACCOUNT 00000550873280</b>					
Non-Electronic Transactions	5				
<b>ACCOUNT 00000928698500</b>					
Non-Electronic Transactions	1				



10201400202000000062



May 01, 2021 through May 28, 2021

Account Number: **00000550873280**

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**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

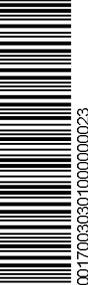
April 01, 2021 through April 30, 2021  
Account Number: **000000550873280**

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
Service Center: **1-800-242-7338**  
Deaf and Hard of Hearing: **1-800-242-7383**  
Para Espanol: **1-888-622-4273**  
International Calls: **1-713-262-1679**

00017003 DRE 703 210 12521 NNNNNNNNNN 1 000000000 D2 0000

UJIMAA FOUNDATION  
MAIN ACCOUNT  
835 ISABELLA ST  
OAKLAND CA 94607



**We're increasing the Legal Processing Fee**

On July 18, we're increasing the legal processing fee to be up to \$100. This is the fee that we can charge to your account if we need to manage a legal process related to you or your account that appears to have the force of law behind it, including the processing of garnishments, tax levies, or other court or administrative orders.

If you have questions please call the number at the top of this statement. We accept operator relay calls.

**CHECKING SUMMARY**

Chase Performance Business Checking

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$55,697.22</b>
ATM & Debit Card Withdrawals	4	-635.36
Electronic Withdrawals	4	-11,386.46
Fees	1	-29.00
<b>Ending Balance</b>	<b>9</b>	<b>\$43,646.40</b>

**ATM & DEBIT CARD WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
04/05	Recurring Card Purchase 04/04 Tmobile*Auto Pay 800-937-8997 WA Card 5212	\$608.26
04/06	Recurring Card Purchase 04/05 Apple.Com/Bill 866-712-7753 CA Card 5212	0.99
04/13	Recurring Card Purchase 04/12 Zoom.US 888-799-9666 Www.Zoom.US CA Card 5212	16.11
04/29	Recurring Card Purchase 04/29 Intuit *Payrollee USA 833-830-9255 CA Card 5212	10.00
<b>Total ATM &amp; Debit Card Withdrawals</b>		<b>\$635.36</b>

**ATM & DEBIT CARD SUMMARY**

Brian C Pride Card 5212

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$635.36
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$635.36
Total Card Deposits & Credits	\$0.00



**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
04/01	Zelle Payment To Brian Blu Pride 11281829255	\$4,837.35
04/02	Zelle Payment To Brian Blu Pride 11289007870	1,750.00
04/16	04/16 Online Transfer To Chk ...2106 Transaction#: 11591176100	2,741.61
04/23	04/23 Online Transfer To Chk ...2106 Transaction#: 11632885029	2,057.50
<b>Total Electronic Withdrawals</b>		<b>\$11,386.46</b>

**FEES**

DATE	DESCRIPTION	AMOUNT
04/05	Service Charges For The Month of March	\$29.00
<b>Total Fees</b>		<b>\$29.00</b>

The monthly service fee of \$30.00 was waived this period because you maintained a relationship balance (combined business deposits) of \$35,000.00 or more.

**DAILY ENDING BALANCE**

DATE	AMOUNT
04/01	\$50,859.87
04/02	49,109.87
04/05	48,472.61
04/06	48,471.62
04/13	48,455.51
04/16	45,713.90
04/23	43,656.40
04/29	43,646.40

**SERVICE CHARGE SUMMARY**

Chase Performance Business Checking Accounts Included: 00000000000311752031, 00000000000311752072, 00000000000311752106, 00000000000517275050, 00000000000928698500

Maintenance Fee	\$0.00	Waived by checking and relationship balances
Excess Product Fees	\$0.00	
Other Service Charges	\$25.00	
<b>Total Service Charges</b>	<b>\$25.00</b>	Will be assessed on 5/5/21

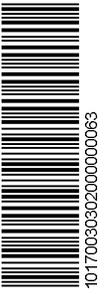
TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	36
Deposits / Credits	0
Deposited Items	0
<b>Total Transactions</b>	<b>36</b>



April 01, 2021 through April 30, 2021  
 Account Number: **00000550873280**

**SERVICE CHARGE DETAIL**

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Your Product Includes:					
<b>ACCOUNT 00000550873280</b>					
Waived Monthly Service Fee	0			\$30.00	\$0.00
Transactions	36	0	36	\$0.00	\$0.00
<b>Subtotal</b>					<b>\$0.00</b>
<b>Other Fees</b>					
Non-Electronic Transactions	36	250	0	\$0.40	\$0.00
Stop Payment - Online	1	0	1	\$25.00	\$25.00
<b>Total Service Charge (Will be assessed on 5/5/21)</b>					<b>\$25.00</b>
<b>ACCOUNT 00000311752072</b>					
Non-Electronic Transactions	18				
<b>ACCOUNT 00000311752106</b>					
Non-Electronic Transactions	13				
Stop Payment - Online	1				
<b>ACCOUNT 00000550873280</b>					
Non-Electronic Transactions	4				
<b>ACCOUNT 00000928698500</b>					
Non-Electronic Transactions	1				



**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



April 01, 2021 through April 30, 2021  
Account Number: **00000550873280**

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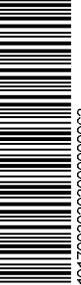
April 01, 2021 through April 30, 2021  
Account Number: **00000550873280**

**STOP PAYMENT RENEWAL NOTICE**

ACCOUNT NUMBER                      BANK NUMBER  
00000550873280                      703

The following Stop Payments will automatically renew for a 1-year period. You can revoke a current stop payment via your online channel (Chase.com or JPM ACCESS) or by calling the number on your statement or contacting your Customer Service Representative.

REVOKE STOP	SEQUENCE NUMBER	DATE ENTERED	RENEWAL DATE	LOW RANGE OR CHECK NUMBER	HIGH RANGE OR AMOUNT
<input type="checkbox"/>	000005-03	07/28/17	07/28/21	4058	4062



Ujimaa Foundation  
Main Account  
835 Isabella St  
Oakland CA 94607

JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus OH 43218-2051



April 01, 2021 through April 30, 2021  
Account Number: **00000550873280**

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# Ujima Extended Learning Program Scope of Duty – Site Coordinator

## **Site Coordinator:**

The Site Coordinator will be compensated the amount of \$xxxx for the 2019-2020 fiscal year. The Site Coordinator will be compensated equal monthly payments of \$xxxxxx beginning in the month of August, ending in the month of July. The Site Coordinator will arrive on site each school day by 10:30 a.m. and leave each day no earlier than 6:20 p.m.

## **SCHOOL COORDINATION**

The designated Extended Learning Program Coordinator will provide on-going leadership and facilitation of the on-site Extended Learning Program. The Site Coordinator will ensure a balance of academic and enrichment activities and provide a safe environment while collaboratively interacting with the site, district, community, parents and students.

### Directly responsible to:

School Site Principal, Lead Agency Director and EXTENDED LEARNING PROGRAMS OFFICE (EXLP)

## **RESPONSIBILITIES**

### **Program Development**

- Maintains full attendance outlined by grant requirements and establishes waiting list
- In coordination with the Principal and school site systems, identifies and provides access to academic instructions to the highest need students
- Under direction of the Site Principal and EXTENDED LEARNING PROGRAMS OFFICE, identifies lead teacher to align Extended Learning programming with standards based instruction of the regular school day
- Is familiar with funding expectations, goals and objectives
- Maintains a positive, student centered program environment
- Attend all meetings and professional development trainings as scheduled by the School Site Principal, Program Manager, and EXLP
- Provide leadership during weekly staff meetings
- Assure that meeting minutes are electronically filed inside designated Dropbox folder
- Provide ongoing evaluation for individual staff

### **Day to Day Operations/Logistics**

- Facilitates and monitors day to day operations of the program
- Oversees daily program activities

\_\_\_\_\_  
SC Initials

\_\_\_\_\_  
Director Initials

# Ujima Extended Learning Program Scope of Duty – Site Coordinator

- Ensures students & staff safety by implementing and enforcing program policies, as well as communicating issues to the Principal and OUSD staff
- **Plans activities for students that are academic, recreational, enriching, and healthy (review summer assignments)**
- Ensures that the daily schedule is being followed by staff
- Oversees all program behavior problems and incidents, and completes all necessary reporting in a timely manner
- Records student attendance daily and inputs data into computer weekly
- Keeps accurate records of program information
- Responsible for facility use for Extended Learning Programs space during Extended Learning hours
- Serves, monitors and documents snacks for participating students
- Calendar all events using cloud technology
- Secure materials and supplies to support program needs
- Produce Staff Improvement plans as outlined within the "Staff Handbook"

## **Extended Learning Programs (Continued)**

### **Administrative/Documentation and Reporting**

- Setup and monitor Zoom classrooms
- Maintains systems for student and staff documentation
- Submits Program Action Plan
- Submits Monthly Reports
- Organizes schedule of activities

### **Budgets/Fiscal Management**

- Purchases needed materials according to approved District procedures
- Have knowledge of site budget
- Plan all activities within budget parameters
- Organize and oversee fundraising activities

---

SC Initials

---

Director Initials

# Ujima Extended Learning Program Scope of Duty – Site Coordinator

\_\_\_\_\_  
Site Coordinator (Print)                      SC Signature                      Date

\_\_\_\_\_  
Executive Director                      Signature                      Date

\_\_\_\_\_  
SC Initials

\_\_\_\_\_  
Director Initials

# Ujimaa Expanded Learning Program Job Description – Expanded Learning Educator

## Position Description

**POSITION TITLE:** Expanded Learning Educator (Part-Time)

**DATE EFFECTIVE:** 6/1/2020

**SITE:** UHouse

**REPORTING TO:** Site Coordinator and Executive Director

Certified or **Classified**

Exempt or **Non-Exempt**

New or  Replacement

**HR Approval:**

---

### GENERAL SUMMARY:

The designated Expanded Learning Educator will provide on-going leadership and facilitation of the on-site Academic Support. The Educator will facilitate academic activities and provide a safe environment while collaboratively interacting with the site, community, parents and students.

---

### ESSENTIAL DUTIES & RESPONSIBILITIES:

#### Academic Support

Have all materials ready before support sessions begin

Use pre-program time to plan both long and short range activities in accordance with lesson plans, making sure to support developmentally appropriate practice as well as program goals. Ensure that program routines and schedules are carried out promptly and consistently. Provide instruction for homework assignments as needed. Assure that students are completing homework assignments to their best ability. Assist students with homework assignments and make-up work, etc. for the purpose of ensuring each student's conceptual understanding while supporting teachers in the instructional process. Assist students individually, in pairs, and in groups, with lesson assignments for the purpose of presenting and/or reinforcing learned concepts and appropriate grade level common core standards. Facilitate Skill-Building and Test Preparation exercises as scheduled. Plan and carry out daily curriculum. Use innovative programming to engage all participants. Participate in regular cleaning of materials and classroom spaces. Maintain classroom organization and rotate materials on a regular basis. Create a culturally inclusive classroom with activities that support different cultures and backgrounds.

**Enrichment** Have all materials ready before enrichment begins. Explain and demonstrate techniques to lead up to group performances. Provide a minimum of one literacy assignment per week. Use innovative programming to engage all participants. Align activities with 3 or more grade appropriate CA standards. Prepare for end-of-cycle showcases (6-8 weeks). Ensure that program routines and schedules are carried out promptly and consistently. Remain organized, punctual, and reliable. Respect the confidentiality of all Ujimaa families and staff. Maintain professional, respectful, and cooperative relationships with all co-workers. Communicate child concerns and family needs to Expanded Learning team. Report observations and incidents (e.g. discipline, accidents, inappropriate social behavior, etc.) for the purpose of communicating information to appropriate personnel.

**Parents**

Maintain daily, open communication with parents. Keep track of children assigned to your group and communicate regularly to parents how their child is progressing. Complete appropriate paperwork to assist with increased communication and participate in parent conferences and/or orientations. Respect the confidentiality of all Ujimaa families and staff.

**Administrative** Attend all meetings concerning After-School Program. Meet once a week with classroom teacher to review plans for the following week. Communicate with classroom teacher and school day staff to make sure the program is meeting the academic needs of children assigned to your group. Meet once a week with the Site Coordinator to review and log lesson plans also making sure all materials needed for the following week are accounted for. Attend and participate in professional development trainings and weekly staff meetings. Plan short and long range goals with other staff. Employ feedback techniques in order to foster a feeling of cooperation and support among staff. Maintain

professional, respectful, and cooperative relationships with all co-workers.<sup>[P]</sup><sup>[SEP]</sup>Communicate child concerns and family needs to Expanded Learning team.<sup>[P]</sup><sup>[SEP]</sup>Maintain portfolios on your assigned group of children throughout the school year making sure to include teacher communication, anecdotal notes, work samples, pictures, etc.<sup>[P]</sup><sup>[SEP]</sup>Maintain classroom equipment, work area, students' files/records, and attendance records.<sup>[P]</sup><sup>[SEP]</sup>Prepare documentation in standardized formats for the purpose of providing written documentation and/or conveying information.<sup>[P]</sup><sup>[SEP]</sup>Report observations and incidents (e.g. discipline, accidents, inappropriate social behavior, etc.) for the purpose of communicating information to appropriate personnel.<sup>[P]</sup><sup>[SEP]</sup>Work with the administration team to implement new programming in response to changes in the needs in the school community we work with.<sup>[P]</sup><sup>[SEP]</sup>Assists with program components for the purpose of delivering services that conform to established guidelines.<sup>[P]</sup><sup>[SEP]</sup>Facilitate elective under all guidelines agreed upon.<sup>[P]</sup><sup>[SEP]</sup>

---

## **QUALIFICATIONS:**

### **1) Required knowledge, skills & abilities:**

- Knowledge of child cognitive development and different learning styles
- Ability and willingness to learn how to implement Ujjimaa Instructional Guidelines and Best Practices
- Strong organizational skills, especially time-management, initiative, and follow-through
- Excellent interpersonal skills
- Strong written and verbal communication skills
- Ability to collaborate effectively with colleagues, parents and community
- Proficiency with Microsoft Word and Excel

### **2) Minimum educational level:**

- IA Certificate or 48 completed college units

### **3) Experience required:**

- 1+ years working with students as a teacher, teacher intern, or teaching assistant
- 1+ years working in an administrative or management role
- Previous experience working in an after-school program preferred

### **4) Physical Demands:**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, crawling, and light exercising with the kids. Generally the job requires 15% sitting, 20% walking, 65% standing.

- Stand, walk or bend over, kneel, crouch, reach overhead, grasp, push, and pull. Move, lift and/or carry up to 30 pounds to shoulder height.
- Repetitive use of hands (i.e., fine manipulation, simple grasping, and power grasping).
- Demonstrate normal depth perception.
- Sitting, walking or standing for extended periods of time.
- Dexterity of hands and fingers to operate a computer keyboard, operate standard office equipment, and use a telephone
- See and read a computer screen and printed matter with or without vision aids.
- Distinguish colors.
- Read and understand rules and policies, labels, and instructions.
- Hear and understand speech at normal levels and on the telephone.
- Verbal communications, including the ability to speak and hear at normal room levels and on the telephone.

### **5) Work environment:**

The work environment characteristics are representative of those in a normal office, classroom/school setting which one might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work indoors in a standard office environment, computer lab, and/or classroom environment.
  - Work is performed in indoor and outdoor environments.
  - Moderate exposure to dust, oils, and cleaning chemicals.
  - Some exposure to childhood and other diseases in a school environment.
  - May be required to work outside of normal workdays and office hours to meet operational deadlines.
- 

*This is to acknowledge that I have read and understood the Statement above regarding the Responsibilities for my position and agree that I am qualified to be hired for this position.*

---

**Staff Member Name**

---

**Date**

---

**Manager**

---

**Date**

**This position description intends to describe the general nature and level of work being performed by people assigned to this position. It is not intended to include all duties and responsibilities. The order in which duties and responsibilities are listed is not significant.**

**Last Revised On: August 6August 7, 2020**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date **MAY 19 2013**

UJIMAA FOUNDATION  
835 ISABELLA STREET  
OAKLAND, CA 94607-3429

Employer Identification Number:  
27-0549307  
DLN:  
17053093382003  
Contact Person:  
EDWARD J POMERANTZ ID# 31326  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
August 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
March 29, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

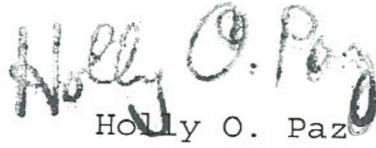
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

UJIMAA FOUNDATION

Sincerely,

A handwritten signature in dark ink, appearing to read "Holly O. Paz". The signature is written in a cursive style with some loops and flourishes.

Holly O. Paz  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC



## Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

**Entity Name:** UJIMAA FOUNDATION  
**File Number:** C3109612  
**Registration Date:** 07/15/2009  
**Entity Type:** DOMESTIC NONPROFIT CORPORATION  
**Jurisdiction:** CALIFORNIA  
**Status:** ACTIVE (GOOD STANDING)

As of June 23, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of June 24, 2021.

**SHIRLEY N. WEBER, Ph.D.**  
Secretary of State

**Certificate Verification Number:** RL89QWZ

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at [bebizfile.sos.ca.gov/certification/index](http://bebizfile.sos.ca.gov/certification/index).

## UJIMAA VANGUARD/BOARD MEETING

September 15, 2020

Meeting Time: 6PM

Members Present: Carl Adams, Shamia Sandles, Zerita Sharp, Paul Pryde, Ayinde Ayinde, Blu Pride

### 1. Check-In

Present members discussed the state of holistic health given stay-at-home orders. Some expressed feeling anxiety while others felt a relieve from not having to undergo daily pressure commuting.

### 2. Pray In -

Prayed for everyone's safety given the rise of covid related deaths and general well-being.

### 3. Compliance Review

- a. Financial Statements
- b. Shift to Employee Structure
- c. Insurance Policy Review
- d. IA Requirements (FPM Findings)

**Financial Statement Review**- Independent Financial Audit (2018-2019), Profit and Loss Statement, and balance sheet. All agreed that Ujimaa is in good financial standing. Reserves are in order and provides cushion for future operations.

**Shift to Employee Structure** - Blu reported that the complete shift from Independent Contractors to employees went well, except for Bro. Yahya who did not meet the requirements to maintain a full-time salaried position. An intuit Payroll account was established and runs seamlessly with QuickBooks. All payroll accounts are easily managed for tax and reporting purposes.

**Insurance** – Insurance requirements from funding agencies and insurance policy was reviewed. No found issues.

**IA Requirements** – Blu reported the CFM audit finding that Ujimaa stood out of compliance due to a misunderstanding of previous communications between him and former ASPO coordinator, Julia Ma. Findings resulted with a time limit to get all staff in compliance or Ujimaa would no longer serve as lead agency with OUSD. Compliance was quickly met, though one staff member quit due to unwillingness to take the exam.

### 4. Programs

- a. After-school culture and climate
- b. Roots
- c. Weekend Activities
- d. COVID Shifts

**ASP Culture and Climate** – Site Coordinator did not meet expectations, though some strides have been made toward good performance. Burckhalter leadership pushing for Bro. Zotunde to become site coordinator. Board members voted unanimously against his re-positioning due to flagrant actions and behavior. Blu is unwilling to dispatch occurrences to external stakeholders as not to disrupt zotunde’s career. It is understood that OUSD personnel have been pressing principals to change lead agencies – it feels that Ujimaa is being squeezed out. Board is ok losing Burckhalter contract given the ultimatum.

Transactions at Carl B Munck continue to go well. Coordinator is a focused and is operation oriented. There is no drama, all programs have operated smoothly. Partnership seems to remain strong.

**COVID Shifts** – All operations have gone virtual with the exception of a small summer program. Program leadership quickly devised a gameplan since no instruction was given from OUSD, CDE, or ACOE. Staff were trained to present online material using google software and Zoom; service activity logs were created to capture staff’s rendered service. Ujimaa was given minor praises by partners for being ahead of operations with quick response to the pandemic’s challenges.

**Roots** – Partnership standing strong. In-person services have also ceased. Staff innovated workshops with other service providers and virtual classes to accommodate children ages 0-5. An array of forums, movie nights, academically charged workout classes, and more were facilitated throughout the year.

**Innovations** – The future of programming seems uncertain. New programs will need to be generated. Bro. Blu proposed and inline skating program and the potential benefits children will receive. Blu was charged the responsibility of presenting curricular outline funding strategy within 6 months

Meeting adjourned at 8:20PM

# UJIMAA Board Roster

---

**Carl Adams, M.A. | Chair**

Job Corps, Program Director

**Zerita Sharp | Vice Chair**

Retired Teacher, OUSD

**Paul Pryde, M.A. | Director**

Business Consultant

Freelance

**Shamia Sandles, M.A. | Director**

Youth Development Specialist, Alameda County Office of Education

**Brother Ayinde, MA | Director**

Freelance Consultant

**Brian Blu Pride | Executive Director**

Ujima Foundation

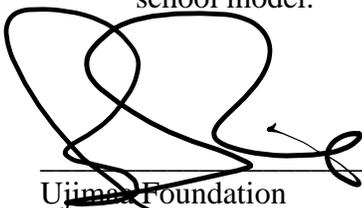
## Letter of Agreement for Ujimaa Foundation and Carl B. Munck

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This Letter of Agreement establishes the intention of Ujimaa Foundation to work together in an ASES funded comprehensive afterschool program at Carl B. Munck Elementary School.

### **Ujimaa Foundation will fulfill the following responsibilities:**

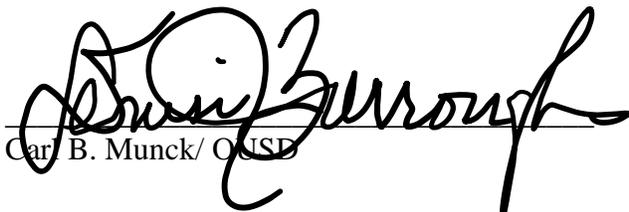
- Serve as lead agency for the program and provide qualified staffing to ensure program quality and compliance and meet the grant required 20:1 student to staff ratio. Ujimaa Foundation may also contract with local agencies for direct services provided to children participating in the program.
- Ensure all hiring criteria and procedures such as fingerprint clearances, criminal background checks, and TB testing are completed with approval for all afterschool program staff and volunteers.
- Provide daily comprehensive afterschool programming consisting of academic, enrichment, and physical activity/recreational components.
- Operate program until 6pm daily on every day regular day school is in session, to fulfill ASES/21 Century attendance requirements.
- Be responsible for the timely completion of Cityspan attendance.
- Conduct outreach and recruitment and enroll an adequate number of student participants to fulfill ASES attendance requirements.
- Work with the independent evaluator to collect and analyze data on student enrollment, attendance, academic performance, student and parent satisfaction.
- Be fiscally responsible for managing afterschool grant funds per grant requirements and limits.
- Supervise and support the afterschool staff and volunteers by providing release time to attend various OUSD meetings and professional development opportunities.
- Create and adhere to a transparent enrollment policy including maintaining an active wait list.
- Be an active partner in school site planning and implementation of the community school model.



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Ujimaa Foundation

6/29/21  
Date



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Carl B. Munck/ OUSD

6/29/21  
Date

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)

FINANCIAL STATEMENTS

INDEPENDENT AUDITOR'S REPORT

YEAR ENDED AUGUST 31, 2019

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Ujimaa Foundation

***Report on the Financial Statements***

I have audited the accompanying financial statements of Ujimaa Foundation, which comprise the Statement of Financial Position as of August 31, 2019 and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

***Opinion***

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ujimaa Foundation as of August 31, 2019, and the results of operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Report issued in accordance with Government Auditing Standards**

In accordance with Government Auditing Standards, I have also issued a report dated January 28, 2020, on my consideration of Ujimaa Foundation's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. This report is an integral part of Government Auditing Standards and should be considered in assessing the results of my audit.



Christopher Chime Ogbodo  
Certified Public Accountant

Oakland, California  
January 28, 2020

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF FINANCIAL POSITION  
AUGUST 31, 2019

**ASSETS**

Current Assets	
Cash and Cash Equivalents	\$ 113,754
Accounts Receivable - Note 3	<u>28,640</u>
Total Current Assets	<u>142,394</u>
Total Assets	<u><u>\$ 142,394</u></u>

**LIABILITIES AND NET ASSETS**

Current Liabilities	
Accrued Payroll	\$ 2,631
Accrued Liabilities	<u>6,182</u>
Total Current Liabilities	<u>8,813</u>
Net Assets	
Without Donor Restrictions	83,581
With Donor Restrictions - Note 4	<u>50,000</u>
Total Net Assets	<u>133,581</u>
Total liabilities and Net Assets	<u><u>\$ 142,394</u></u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Revenue and Support</b>			
Fees for Services	\$ 336,246	\$ 50,000	\$ 386,246
Donations and Other Income	<u>25,189</u>	<u>-</u>	<u>25,189</u>
Total Revenue and Support	361,435	50,000	411,435
<b>Expenses</b>			
Program Services	318,078	-	318,078
Management and General	<u>68,427</u>	<u>-</u>	<u>68,427</u>
Total Expenses	<u>386,505</u>	<u>-</u>	<u>386,505</u>
Change in Net Assets	(25,070)	50,000	24,930
Net Assets at Beginning of Year	116,248	-	116,248
Prior Period Adjustment - Taxes	<u>(7,597)</u>	<u>-</u>	<u>(7,597)</u>
Net Assets at End of Year			
Without Donor Restrictions	83,581	-	83,581
With Donor Restrictions - Note 4	<u>-</u>	<u>50,000</u>	<u>50,000</u>
Total Net Assets at End of Year	<u>\$ 83,581</u>	<u>\$ 50,000</u>	<u>\$ 133,581</u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
EXPENSES			
Salaries and Wages	\$ 40,085	\$ -	\$ 40,085
Taxes and Insurance	5,818	600	6,418
Office Supplies	966	1,440	2,406
Telephone and Communications	1,134	3,997	5,131
Consultants and Professional Services	249,849	50,551	300,400
Field Trips	1,065	416	1,481
Other Program Expense	9,479	-	9,479
Travel, Meetings and Conferences	3,523	2,842	6,365
Bank Charges	575	333	908
Dues and Membership	30	14	44
Automobile Expenses	3,315	5,247	8,562
License and Fees	1,158	-	1,158
Other Expenses	<u>1,081</u>	<u>2,987</u>	<u>4,068</u>
TOTAL EXPENSES	<u>\$ 318,078</u>	<u>\$ 68,427</u>	<u>\$ 386,505</u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF CASH FLOWS  
YEAR ENDED AUGUST 31, 2019

Cash Flows from Operating Activities:

Change in net Assets	\$ 24,930
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:	
Change in assets and liabilities:	
(Increase) Decrease in Accounts Receivable	(28,640)
(Increase) Decrease in Accrued Payroll	986
(Increase) Decrease in Accrued Liabilities	<u>6,182</u>
Net Cash Provided (Used) by Operating Activities	3,458
 Financing Activities	
Prior Period Adjustment - Taxes	<u>(7,597)</u>
Net Cash provided by Financing Activities	<u>(7,597)</u>
 Increase in Cash and Cash Equivalents	(4,139)
 Cash and Cash Equivalents at Beginning of Year	<u>117,893</u>
 Cash and Cash Equivalents at End of Year	<u><u>\$ 113,754</u></u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
NOTES TO FINANCIAL STATEMENTS  
AUGUST 31, 2019

NOTE 1. ORGANIZATION:

Ujimaa Foundation was organized under the Nonprofit Public Benefit Corporation Law of the State of California on July 15, 2009 and located in Oakland, California. The organization's mission is to instill and promote high levels of esteem youth through academic enhancement activities, discipline, and culture. It believes that by providing a balance of social elements to the children, it can assist the community in raising productive members of society and to instill principles of righteousness in neighborhood youth to increase their likelihood for success through a highly-structured atmosphere with plenty of room to wiggle and have fun.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Books and records

Ujimaa Foundation's policy is to prepare its financial statements based on the accrual basis of accounting whereby revenues are recognized when earned and expenses are recognized when incurred.

Cash and cash equivalents

The Organization maintains its cash balance in a demand deposit account with Chase Bank which is located in Oakland, California.

Revenues

The Organization receives its revenues from the City of Oakland, Oakland Unified School District, Kaiser Permanente, San Francisco Foundation and from Public Donations.

Use of estimates in financial statements

In preparing financial statements in conformity with generally accepted accounting principles, management makes estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Organization is exempt from both the federal and state income taxes under applicable sections of the internal Revenue Code and the State of California Revenue and Taxation Code.

NOTE 3 - ACCOUNT RECEIVABLE

Accounts receivable are primarily contracts from funding sources for services performed. As of August 31, 2019, the accounts receivable balance of \$28,640 was from Oakland Unified School District.

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
NOTES TO FINANCIAL STATEMENTS - (Continued)  
AUGUST 31, 2019

NOTE 4 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions in the amount of \$50,000 was from The San Francisco Foundation and is available for the period from May 1, 2019 to April 30, 2020

NOTE 5. SUBSEQUENT EVENTS:

The Organization evaluates events and transactions occurring subsequent to the date of the financial statements for matters requiring recognition or disclosure in the financial statements. The accompanying financial statements consider events through November 30, 2019 the date on which the financial statements were available to be issued.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Ujimaa Foundation

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Ujimaa Foundation (a nonprofit organization), which comprise the statement of financial position as of August 31, 2019, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued my report thereon dated January 28, 2020.

**Internal Control Over Financial Reporting**

In planning and performing my audit of the financial statements, I considered Ujimaa Foundation's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Ujimaa Foundation's internal control. Accordingly, I do not express an opinion on the effectiveness of Ujimaa Foundation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Ujimaa Foundation's financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Ujimaa Foundation's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ujimaa Foundation's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Christopher Chime Ogbodo  
Certified Public Accountant

Oakland, California  
January 28, 2020

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
AUGUST 31, 2019

Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting: YES: NO:	
• Material weakness identified?	NO
• Significant deficiency identified that is not considered to be a material weakness?	None reported
Noncompliance material to financial statements noted?	NO

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)

FINANCIAL STATEMENTS

INDEPENDENT AUDITOR'S REPORT

YEAR ENDED AUGUST 31, 2019

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Ujimaa Foundation

***Report on the Financial Statements***

I have audited the accompanying financial statements of Ujimaa Foundation, which comprise the Statement of Financial Position as of August 31, 2019 and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

***Opinion***

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ujimaa Foundation as of August 31, 2019, and the results of operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Report issued in accordance with Government Auditing Standards**

In accordance with Government Auditing Standards, I have also issued a report dated January 28, 2020, on my consideration of Ujimaa Foundation's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. This report is an integral part of Government Auditing Standards and should be considered in assessing the results of my audit.



Christopher Chime Ogbodo  
Certified Public Accountant

Oakland, California  
January 28, 2020

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF FINANCIAL POSITION  
AUGUST 31, 2019

**ASSETS**

Current Assets	
Cash and Cash Equivalents	\$ 113,754
Accounts Receivable - Note 3	<u>28,640</u>
Total Current Assets	<u>142,394</u>
Total Assets	<u><u>\$ 142,394</u></u>

**LIABILITIES AND NET ASSETS**

Current Liabilities	
Accrued Payroll	\$ 2,631
Accrued Liabilities	<u>6,182</u>
Total Current Liabilities	<u>8,813</u>
Net Assets	
Without Donor Restrictions	83,581
With Donor Restrictions - Note 4	<u>50,000</u>
Total Net Assets	<u>133,581</u>
Total liabilities and Net Assets	<u><u>\$ 142,394</u></u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Revenue and Support</b>			
Fees for Services	\$ 336,246	\$ 50,000	\$ 386,246
Donations and Other Income	<u>25,189</u>	<u>-</u>	<u>25,189</u>
Total Revenue and Support	361,435	50,000	411,435
<b>Expenses</b>			
Program Services	318,078	-	318,078
Management and General	<u>68,427</u>	<u>-</u>	<u>68,427</u>
Total Expenses	<u>386,505</u>	<u>-</u>	<u>386,505</u>
Change in Net Assets	(25,070)	50,000	24,930
Net Assets at Beginning of Year	116,248	-	116,248
Prior Period Adjustment - Taxes	<u>(7,597)</u>	<u>-</u>	<u>(7,597)</u>
Net Assets at End of Year			
Without Donor Restrictions	83,581	-	83,581
With Donor Restrictions - Note 4	<u>-</u>	<u>50,000</u>	<u>50,000</u>
Total Net Assets at End of Year	<u>\$ 83,581</u>	<u>\$ 50,000</u>	<u>\$ 133,581</u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
EXPENSES			
Salaries and Wages	\$ 40,085	\$ -	\$ 40,085
Taxes and Insurance	5,818	600	6,418
Office Supplies	966	1,440	2,406
Telephone and Communications	1,134	3,997	5,131
Consultants and Professional Services	249,849	50,551	300,400
Field Trips	1,065	416	1,481
Other Program Expense	9,479	-	9,479
Travel, Meetings and Conferences	3,523	2,842	6,365
Bank Charges	575	333	908
Dues and Membership	30	14	44
Automobile Expenses	3,315	5,247	8,562
License and Fees	1,158	-	1,158
Other Expenses	<u>1,081</u>	<u>2,987</u>	<u>4,068</u>
TOTAL EXPENSES	<u>\$ 318,078</u>	<u>\$ 68,427</u>	<u>\$ 386,505</u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
STATEMENT OF CASH FLOWS  
YEAR ENDED AUGUST 31, 2019

Cash Flows from Operating Activities:

Change in net Assets	\$ 24,930
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:	
Change in assets and liabilities:	
(Increase) Decrease in Accounts Receivable	(28,640)
(Increase) Decrease in Accrued Payroll	986
(Increase) Decrease in Accrued Liabilities	<u>6,182</u>
Net Cash Provided (Used) by Operating Activities	3,458
 Financing Activities	
Prior Period Adjustment - Taxes	<u>(7,597)</u>
Net Cash provided by Financing Activities	<u>(7,597)</u>
 Increase in Cash and Cash Equivalents	(4,139)
 Cash and Cash Equivalents at Beginning of Year	<u>117,893</u>
 Cash and Cash Equivalents at End of Year	<u><u>\$113,754</u></u>

See accompanying notes to the financial statements

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
NOTES TO FINANCIAL STATEMENTS  
AUGUST 31, 2019

NOTE 1. ORGANIZATION:

Ujimaa Foundation was organized under the Nonprofit Public Benefit Corporation Law of the State of California on July 15, 2009 and located in Oakland, California. The organization's mission is to instill and promote high levels of esteem youth through academic enhancement activities, discipline, and culture. It believes that by providing a balance of social elements to the children, it can assist the community in raising productive members of society and to instill principles of righteousness in neighborhood youth to increase their likelihood for success through a highly-structured atmosphere with plenty of room to wiggle and have fun.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Books and records

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NOTE 3 - ACCOUNT RECEIVABLE

Accounts receivable are primarily contracts from funding sources for services performed. As of August 31, 2019, the accounts receivable balance of \$28,640 was from Oakland Unified School District.

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
NOTES TO FINANCIAL STATEMENTS - (Continued)  
AUGUST 31, 2019

NOTE 4 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions in the amount of \$50,000 was from The San Francisco Foundation and is available for the period from May 1, 2019 to April 30, 2020

NOTE 5. SUBSEQUENT EVENTS:

The Organization evaluates events and transactions occurring subsequent to the date of the financial statements for matters requiring recognition or disclosure in the financial statements. The accompanying financial statements consider events through November 30, 2019 the date on which the financial statements were available to be issued.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Ujimaa Foundation

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Ujimaa Foundation (a nonprofit organization), which comprise the statement of financial position as of August 31, 2019, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued my report thereon dated January 28, 2020.

**Internal Control Over Financial Reporting**

In planning and performing my audit of the financial statements, I considered Ujimaa Foundation's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Ujimaa Foundation's internal control. Accordingly, I do not express an opinion on the effectiveness of Ujimaa Foundation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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**Compliance and Other Matters**

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**Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Ujimaa Foundation's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ujimaa Foundation's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Christopher Chime Ogbodo  
Certified Public Accountant

Oakland, California  
January 28, 2020

UJIMAA FOUNDATION  
(A NONPROFIT CALIFORNIA CORPORATION)  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
AUGUST 31, 2019

Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting: YES: NO:	
• Material weakness identified?	NO
• Significant deficiency identified that is not considered to be a material weakness?	None reported
Noncompliance material to financial statements noted?	NO



June 22, 2021

To Whom It May Concern:

On behalf of Roots Community Health Center, I am pleased to provide this letter of reference for Ujimaa Foundation to continue as an After School Lead Agency for OUSD. Roots Community Health specifically sought out Ujimaa as a strategic thought partner and core collaborator in our First 5-funded effort to ensure school readiness and success for African American families and children, and we highly value their contribution to the project.

We invited Ujimaa to partner with Roots because of their 10+ years' experience providing culturally affirming education and care to African American students and families. We are honored to learn from the expertise of their director, Brother Blu Pride, who is a key member of our think tank/steering committee. We are also fortunate to build the skills of our own staff who work with African American families by learning from the successful practices implemented by staff of Ujimaa Foundation. Ujimaa's commitment to serving our community is exemplified by their commitment to recruit so many positive men to work in the education system, providing a rare opportunity for students to be educated by someone who reflects their culture, looks like them, and understand their community.

It is without hesitation that I highly recommend Ujimaa Foundation for a partnership with OUSD. They have an excellent reputation in the community and a track record of providing high quality after school programming for over 10 years. They consistently engage a large number of students to participate in culturally relevant programming and often have a waiting list of students and families looking to participate. We look forward to Ujimaa Foundation continuing as After School Lead Agency for OUSD. If you have any questions please feel free to contact me at 510.777.1177 ext. 268 or [drnoha@rootsclinic.org](mailto:drnoha@rootsclinic.org).

Respectfully,

Noha Aboelata, MD  
Chief Executive Officer

# Village Connect

1572 150 Avenue, San Leandro, CA, 94578 PH: 510.564.4240 WEB: [www.villageconnect.org](http://www.villageconnect.org)

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June 20, 2021

To Whom It May Concern,

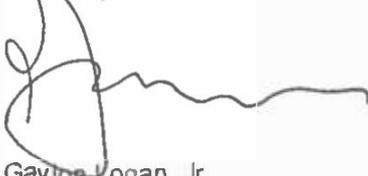
I am writing this letter in support of the Ujimaa Foundation' continued partnership with OUSD as an After School Lead Agency. Both Village Connect and Ujimaa share a philosophy that helps students gain a sense of self so they become positive members of the community. Village Connect has had a positive partnership with Ujimaa through different programs over the last 4 years.

Village connect host monthly (**HSG – Human Sustainability Groups**) *culture-based, intergenerational, and gender-focused* panel discussions and groups for youth, their families to which the Ujimaa Foundation has played a significant role. Ujimaa' director, Bro. Blu Pride, has personally attended on many occasions participating in workshops and panel discussions. He brings cultural integrity whenever he or his staff participates in our program. Their willingness and follow through to educate and engage with community partners would make them an ideal After School Lead Agency.

Ujimaa Foundation recruits, hires and trains adults who have a passion for working with elementary school students, share cultural backgrounds, and in many instances live in the same neighborhood of the students they serve. For this and many other reasons I strongly endorse the their application to become the OUSD After School Lead Agency.

Please contact me if I can be of further assistance,

Sincerely



Gaylon Logan, Jr.  
Founder & Director  
Village-Connect, Inc.  
[gl@village-connect.org](mailto:gl@village-connect.org)  
(510) 564-4240

# Statement of Qualifications

## Ujimaa Foundation

### **Saturday A.C.C.E.S.S. Academy**

09/2006-06/2007

Laney College

Oakland, CA

Provided full staff and administration for Saturday School located at Laney College. Curriculum based in Afro-centered social studies to promote healthy esteem in children of African descent.

### **Umoja Camp**

06/2005-06/2006

Various Camp Grounds

Oakland, CA

Provided full staff for educational weekend getaways with youth, ages 9-16, teaching a wide range of survival and life skills. Camp sessions held monthly in various locations in around the Oakland area.

### **Ujimaa Summer Programs**

06/2007-Current

Various Community Centers

Oakland, CA

In order to prevent summer learning loss among Oakland's prized children, various structures of summer school camps have been offered and facilitated throughout the community. Participating children enjoy a variety of academic STEM based activities, challenging enrichment clubs, and series of field trips. All activities are implemented with the overtone of restorative justice-based concepts.

### **Ujimaa After-School Programs**

09/2007-Current

Oakland Unified School District

Oakland, CA

Ujimaa is currently providing full staff from our rich collective of skilled individuals at Burckhalter Elementary School. Our After-School Program provides complete comprehensive services from Homework Support, Math Intervention, Test Preparation, Drama, Dance, Sports, Drumming, Capoeira, Gardening, Fine Arts, Organized Sports, STEM, and College Preparation.

\*\*Ujimaa Foundation has also assisted with many community-organized events by providing on-call assistance when needed in the Oakland area.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2021

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>		<b>CONTACT NAME:</b> Shirley Viduya	
GF Brown Insurance Services		<b>PHONE (A/C, No, Ext):</b> 5105248812	<b>FAX (A/C, No):</b>
828 San Pablo Ave # 210		<b>E-MAIL ADDRESS:</b> shirley@gfbrownins.com	
Albany CA 94706		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> WESCO INS CO	<b>NAIC #</b> 25011
<b>INSURED</b>		<b>INSURER B:</b> SEQUOIA INS CO	22985
Ujimaa Foundation		<b>INSURER C:</b>	
835 Isabella St		<b>INSURER D:</b>	
Oakland CA 94607		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	WPP1832184-01	10/02/2020	10/02/2021	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			WPP1832184-01	10/02/2020	10/02/2021	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"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1836889 01	10/02/2020	10/02/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
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/A	QWC1134798	01/30/2021	01/30/2022	<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	Sexual Abuse Liability Social Service Professional Liability Cyber Liability			WPP1832184-01	10/02/2020	10/02/2021	Per Occurrence	\$1,000,000
							Per Occurrence	\$1,000,000
							Cyber limit of Liability	\$50,000

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

Oakland Unified School District, its councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Insured in regards to General Liability. Attached endorsements Primary Non-Contributory, Waiver of Subrogation and per location aggregate applies.

**CERTIFICATE HOLDER CANCELLATION**

Oakland Unified School District	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
Attn: Risk Management 1000 Broadway, Suite 440 Oakland CA 94607	<b>AUTHORIZED REPRESENTATIVE</b> <i>Shirley Viduya</i>

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **GENERAL LIABILITY ENHANCEMENT: NONPROFIT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. **For complete details on specific coverages, consult the policy contract wording.**

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$50,000 limit	2
Damage to Premises Rented to You	\$1,000,000	2
HIPAA	Clarification	3
Medical Payments	\$20,000	4
Medical Payments – Extended Reporting Period	3 years	4
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	\$10,000	4
Supplementary Payment – Loss of Earnings	\$1,500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Key and Lock Replacement – Janitorial Services Client Coverage	\$20,000 limit	4
Additional Insured – Newly Acquired Time Period	Amended	5
Additional Insured – Medical Directors and Administrators	Included	5
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	5
Additional Insured – Broadened Named Insured	Included	5
Additional Insured – Funding Source	Included	6
Additional Insured – Home Care Providers	Included	6
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	6
Additional Insured – Lessor of Leased Equipment	Included	6
Additional Insured – Grantors of Permits	Included	6
Additional Insured – Vendor	Included	6
Additional Insured – Franchisor	Included	7
Additional Insured – As Required by Contract	Included	7
<b>Additional Insured – Owners, Lessees, or Contractors</b>	<b>Included</b>	<b>7</b>
Additional Insured – State or Political Subdivisions	Included	7
Additional Insured – Trustees, Officials, Members of the Board of Governors, Rabbi, Clergymen or Deacons	Included	8
Duties in the Event of Occurrence, Claim or Suit	Included	8

Unintentional Failure to Disclose Hazards	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Aggregate Limit Per Location	Included	9

#### A. Extended Property Damage

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

#### C. Non-Owned Watercraft

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a \$50,000 limit. A client is defined as a person under your direct care and supervision.

#### E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

- a. The last paragraph of **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. **Section III – Limits of Insurance**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **Section V – Definitions**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **Section IV – Commercial General Liability Conditions**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit Section of the Declarations is amended to the greater of:
- a) \$1,000,000; or
  - b) The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a) **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

b) **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

c) **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

d) **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **Section V – Definitions** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **Section III – Limits of Insurance** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part
2. **Section I – Coverage, Coverage C Medical Payments**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
  - b) The expenses are incurred and reported to us within three years of the date of the Accident.

**H. Athletic Activities**

**Section I – Coverage, Coverage C Medical Payments**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**Section I – Coverages, Supplementary Payments – Coverage A and B** are amended as follows:

**1.b.** is deleted in its entirety and replaced by the following:

- 1. b.** Up to \$10,000 for cost of bail bonds required because of accidents or traffic law Violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

**1.d.** is deleted in its entirety and replaced by the following:

- 1. d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,500 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**Section I – Coverages, Supplementary Payments – Coverage A and B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**Section I – Coverages, Supplementary Payments – Coverage A and B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$20,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contractor work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

#### L. Additional Insureds

**Section II – Who Is An Insured** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
  - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co- "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.  
  
This provision does not change Item 2.a. (1) (a) of form CG 00 01 as it applies to managers of a limited liability company.
  - c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d. Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for your private home respite or foster home care for the developmentally disabled.

**f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You–**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

**h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

**i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you:

(c) Any physical or chemical change in the product made intentionally by the vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exception contained in Sub- paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:
- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
  - (2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) Bodily injury" or "property damage" included within the "products-completed operations hazard."

n. **Your trustees, officials, members of the board of governors, Rabbi, Clergymen or Deacons** but only with respect to their duties as such.

#### **M. Duties in the Event of Occurrence, Claim or Suit**

**Section IV – Commercial General Liability Conditions, Paragraph 2.** Is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

#### **N. Unintentional Failure To Disclose Hazards**

**Section IV – Commercial General Liability Conditions, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **O. Transfer of Rights of Recovery Against Others To Us**

**Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of loss, provided the waiver is made in a written contract.

#### **P. Liberalization**

**Section IV – Commercial General Liability Conditions,** is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### **Q. Bodily Injury – Mental Anguish**

**Section V – Definitions, Paragraph 3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time

## **R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **Coverage B Personal and Advertising Injury Liability Coverage** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **Section V – Definitions**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **Section V – Definitions**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

## **S. Aggregate Limit Per Location**

### **Section III – Limits of Insurance and Section V – Definitions**

1. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your “locations” owned by or rented to you.

2. Under **Section V – Definitions**, the following definition is added as follows:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.