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Board Cover Memorandum

To Board of Education

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

Meeting Date June 7, 2023

Subject Services Agreement with Bay Area Girls Rock Camp

Ask of the Board Approve Services Agreement
XXRatify Services Agreement

Services *Vendor will provide 18 days of summer programming during Summer 2023, Tuesdays through Sundays, from 8:30 a.m. to 5:30 p.m. at 1428 Alice Street in Oakland.*

Term Start Date: 6/6/23 End Date: 7/2/23

Not-To-Exceed Amount \$21,998.80

Competitively Bid Yes, RFP #22-129CSSS Expanded Learning for Summer Learning and Intersession

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

In-Kind Contributions *None*

Funding Source(s) *Resource 3225 – Elementary and Secondary School Emergency Relief Grant in the amount of \$21,998.80*

Background *The District's 21st Century Community Learning Centers (21st CCLC), ESSER, and Expanded Learning Opportunities Program grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill*

the grant requirements, the District is contracting with community partners to daily academic support, enrichment, and physical activity services to OUSD students for 2-6 weeks over the summer. Summer providers will work in partnership with the District's After School and Summer Learning units to align summer program goals with District priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: 1428 Alice Street, Oakland.

Attachment(s)

- Service Agreement with Bay Area Girls Rock Camp
- Summer Program Plan
- Summer Budget
- RFP #22-129CSSS and Vendor Bid Materials

SERVICES AGREEMENT 2022-2023

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

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
6/6/23

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

- b. The work shall be completed no later than the below date (“End Date”):
7/2/23

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

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

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

- a. The compensation under this Agreement shall not exceed:
\$21,988.80

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

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

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

are provided in-person or not.

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

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the

termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

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

OUSD

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

VENDOR

Name: El Lee
Title: Development Coordinator
Address: PO Box 72213
City, ST Zip: Oakland, CA 94612
Phone: 510-267-1808
Email: el@bayareagirlsrockcamp.org

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

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

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

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident

reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
 21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
 22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
 24. **No Rights in Third Parties.** This Agreement does not create any

rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether

any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent,

Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: El Lee

Signature:  _____
44B36E7D6466468

Position: Development Coordinator

Date: 4/28/2023

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for

any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Andrea Bustamante

Signature: 

Position: Executive Director, CSSS


Date: 5/2/2023

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 6/8/2023

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

EXHIBIT A

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

Contractor will provide nine hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the District Summer Learning and After School Programs Offices to ensure that students in need receive at least nine hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment and communicate regularly with families over the summer; fulfill District grant reporting requirements, including submission of summer attendance records; and maintain regular communication with District Summer Learning and After School Programs Offices to review progress on summer program goals for the Summer Learning Program at 1428 Alice Street, Oakland. Providers will comply with 21st Century Community Learning Centers, ESSER, and Expanded Learning Opportunities Program grant requirements.

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

X Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

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

Hourly Rate: \$Click or tap here to enter text. per hour

Daily Rate: \$Click or tap here to enter text. per day

Weekly Rate: \$Click or tap here to enter text. per week

Monthly Rate: \$Click or tap here to enter text. per month

X Per Student Served Rate: \$30.54 per day per student served

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

Click or tap here to enter text.

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

Students will be able to continue to catch up on lost learning from recent years and be better positioned to begin next school year.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Click or tap here to enter text.

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

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

Vendor will assess needs of individual students and adapt

programming with reasonable accommodations as needed.

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

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

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

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

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

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

OUSD Expanded Learning Program Full Document - 2023

Section 1: Summer Program Snapshot							
Campus Site:	USLD	Summer Principal:	USLD	What model are you supporting?	USLD	Grades Served:	Grades 3 through Grades 12
Lead Agency Name:	Bay Area Girls Rock Camp	Site Coordinator:	Grace Iyer	Target Summer (ADA) Average Daily Attendance:	40	Student Start Date	June 6th, 2023
Official Summer Learning Name	Girls Rock Summer Camp					Student End Date	July 1st, 2023

Section 2: Lead Agency Assurances:	
Please review and initial each item and sign below.	
<input checked="" type="checkbox"/>	<p>___ I understand that my agency's contracted summer funds are based on the above-average daily attendance target number. I understand that my program should strive for 85% of this attendance target by the end of the first week of the program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers and to support my student recruitment and retention plan for the remainder of the summer.</p>
<input checked="" type="checkbox"/>	<p>___ I understand that I am required to input my actual attendance numbers into the AERIES attendance system <i>daily</i> during the summer program. I will cross check signatures on my daily sign in/out sheets with numbers inputted into AERIES to ensure that the numbers match up and that AERIES accurately reports my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.</p>
<input checked="" type="checkbox"/>	<p>___ I understand that I am required to submit electronic copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30th by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.</p>
<input checked="" type="checkbox"/>	<p>___ I understand that OUSD's state and federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, as required by the California Department of Education, and will submit any summer programmatic or fiscal records to the OUSD Expanded Learning Office, as requested, for school district reporting and auditing purposes.</p>
<input checked="" type="checkbox"/>	<p>___ I understand that the summer program must operate for 9 hours total daily. Your program hours will depend on your collaboration with the school. All students must be off-site by 5:30 pm. We also understand that this may shift due to current county health and safety guidelines.</p>
<input checked="" type="checkbox"/>	<p>___ I understand OUSD Summer Programs are intended to be free programs.</p>
<input checked="" type="checkbox"/>	<p>Name and Signature of Summer Lead Agency Director:</p>

Section 3: Summer Calendar and Daily Schedule

a. Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration) by May 17th.

b. Please turn in a copy of your daily schedule detailing your full 9 hour program (Note: sites that are using the district led integrated model must include the morning academic program in the daily schedule you submit) by May 17th.

* Please note that all programs will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), throughout the 9 hour day.

* Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

Our Outreach coordinator will interface directly with applicants through a mix of online and in-person appointments, follow-up interviews, and online or email support when possible. Strategies include engaging with OUSD's Work Based Learning program, coordinated flyer, social media, and sending promotional materials to affiliated organizations, venues, etc. These activities will begin to be engaged at the conclusion of our program design period on April 1st.

All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is:

Section 5: Summer Staff Information (As much as is known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio for 1st - 8th; 1:10 for TK-K

Summer staff must meet the minimum staff qualifications according to the grant requirements:

Must pass fingerprint background clearance by DOJ and FBI

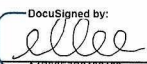

Must have TB clearance

Must have at least 2 years of college (48 semester units), or pass the Instructional Aide Exam administered by the Alameda County Office of Ed			
You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.			
Important Note: Summer program staff in integrated programs will be expected to attend 12 – 15 hours of OUSD summer line staff trainings.			
The Summer Site Coordinator and summer program staff should be hired no later than May 4th			
Site coordinator	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Grace Iyer	grace@bayareagirlsrockcamp.org	Malonga	
Line Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Laya Wig	laya@bayareagirlsrockcamp.org	Malonga	

Section 6: Facilities						
Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30.						
All summer facility requests must be completed by March 17th , through Facilitron . Rooms not reserved by the 17th, may not be available for summer programming.						
Indoors (specify room numbers and spaces name)			Outdoors			
Room Number & Name of Space	# of students	Hours to be used		Room Number & Name of Space	# of students	Hours to be used
For off-site programs, please add the address where the summer program will be held.						

Section 7: Distance Learning Addendum

<p>In the event schools must close for in-person instruction, describe how the program will adjust the curriculum to accommodate distance learning.</p>	<p>Our programs are able to shift to distance learning through Zoom and BandLab, an application which allows teachers to conduct classes through an online instrument hub. All Workshops and schedule will be transitioned online, similar to our program strategy 2020-22.</p>
<p>Describe how the program will engage students virtually if in-person instruction is halted.</p>	<p>If in-person instruction is no longer possible for any reason, the program will transition online through Zoom and BandLab.</p>
<p>Does the agency have the capacity to enroll students online?</p>	<p>Yes.</p>
<p>How would the program recruit students with the shelter in place requirement?</p>	<p>Our Outreach coordinator will interface directly with applicants through a mix of online and in-person appointments, follow-up interviews, and online or email support. Strategies include engaging social media, and sending promotional materials to affiliated organizations, venues, etc.</p>

<p>Signature of Summer Lead Agency Director</p>	<p>DocuSigned by:  <small>A4B36E7B5466468...</small> 4/28/2023</p>
<p>Signature of Summer Hub Site Principal</p>	<p>DocuSigned by:  <small>393F68692CE0405...</small> 4/28/2023</p>

SUMMER 2023 BUDGET PLANNING SPREADSHEET

Site Name: Malonga Casquelord Center for the Arts Site #: Lead Agency: Bay Area Girls Rock Camp # Of Summer Students: 40 # Of Summer Program Days: 18 Total Summer Funds: 21,988.80	Summer Funds for Lead Agency	Lead Agency In-Kind Contributions
TOTAL CONTRACTED FUNDS		
BOOKS AND SUPPLIES		
4310 Supplies (Instrument repair; impermanent materials; printing; ear plugs, name tags)	600.00	
4310 Misc. Promo materials Equipment (Instruments)	800.00	5,442.00
4310 Curriculum Band Support	2,250.00	
4310 Peer Mentor Support Performers	1,125.00 375.00	
5829 Field Trips (fees, supplies) Snacks	619.23	3,381.00
Incentives (Peer Mentors) Program Venue Rental	1,500.00 733.00	587.00
TOTAL BOOKS AND SUPPLIES	8,002.23	9,410.00
CONTRACTED SERVICES		
5825 Site Coordinator (1 staff x 40hrs/week x 3 weeks x 23.25)	2,790.00	
5825 Academic Instructors (Instrument Instructors, Other) (\$250/person/session x 12 persons x 3 weeks)	9,000.00	

5825	Academic Instructors (Band Facilitation, Peer Mentor/Intern Supervisor) (\$375/person/session x 3 sessions x 3 persons)		
5825	Enrichment Facilitators (Workshop Leaders) (\$25/workshop x 4/day x 5 days x 3 weeks - 3 wkshp staff lead)	1,350.00	
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		250.00
5825	Employee benefits		325.00
	Total Services	13,140.00	575.00
IN-KIND DIRECT SERVICES			
5825	Outreach Coordinator (1 staff x 40hrs/week x 3 weeks x 23.25)		2,790.00
5825	Instructor Supervisor (1 staff x 40hrs/week x 3 weeks x 23.25)		2,790.00
	Total value of in-kind direct services	0.00	5,580.00
SUBTOTALS			
	Subtotals DIRECT SERVICE	21,142.23	15,565.00
	Allowable lead agency admin costs (at 4% of contracted amount maximum)	845.69	
TOTALS			
	Total BUDGETED	21,987.92	
	BALANCE remaining to allocate	0.88	

Required Signatures for Budget Approval:

Principal:  4/28/2023

Lead Agency:  4/28/2023



Statement of Qualifications

Bay Area Girls Rock Camp is a 501(c)(3) nonprofit organization that empowers young people through music, promoting an environment that fosters self-confidence, creativity and teamwork. Our camp centers the experiences of girls, trans and/or non-binary youth in our explicit commitment to gender justice and creating an inclusive environment that supports a wide range of marginalized gender identities and expressions.

BAGRC challenges gender stereotypes, encourages collaboration and tolerance among peers, and provides a comfortable space for people of all backgrounds to express themselves. Through music lessons, workshops, group activities, and performances, rock campers acquire skills that help guide them throughout their lives.

The inspiration to start Bay Area Girls Rock Camp (BAGRC) came from Portland, Oregon, home of the Rock 'n' Roll Camp for Girls, the first youth program of its kind with the vision of empowering girls through cultivating a feminist space in the arts. After volunteering at RNRC4G, our founding organizers decided to bring a similar camp to the Bay Area – and, in July 2008, our inaugural summer camp crashed, banged, shredded and wailed at the Julia Morgan School for Girls in Oakland with 65 girls, 40 volunteers, and a sold-out showcase at Bottom of the Hill. In 2015, BAGRC launched a Peer Mentorship program, promoting youth leadership with paid positions for returning teenage participants, who assist in program design and delivery. And, by 2017, enrollment increased 333% with over 2,200 youth building musical skills, finding their strengths, and challenging gender stereotypes in yearly programs: Girls Rock After School (GRASP), a 10-week after school program; Girls Rock Summer Camp, a 3-week summer program; and Adult Rock Camp, for parents and youth ages 18-25.

Since day one of our programs in 2008, BAGRC has transformed the lives of over 4,500 youth and continues to be the only youth empowerment organization entirely dedicated to girls' and gender-expansive youth's music education in the San Francisco/Bay Area Region. Throughout 15 years of service, we have garnered the support of a community of 300 passionate female/LGBTQ mentors who devote 6,000 hours a year to our programs; a diverse network of partner organizations; and deep/complex processes of responding to the long-term needs of Oakland youth and young adults. BAGRC is a founding member of the Girls Rock Camp Alliance, an international network of 115 similar organizations that meets yearly to strengthen the field of gender-specific music education and empowerment. In 2016, BAGRC received the prestigious Ellen Magnin Newman Award from the SF Symphony and, in 2018, BAGRC was voted "Best Camp" by EBX's "Best of Oakland" Awards, highlighting our value to our community.

Olivia Gonzalez
Executive Director
(510) 267-1808

olivia@bayareagirlsrockcamp.org
PO BOX 72213
Oakland, CA 94612



Certification of Staffing Requirements

Bay Area Girls Rock Camp is a 501(c)(3) nonprofit organization that empowers young people through music, promoting an environment that fosters self-confidence, creativity and teamwork. Our camp centers the experiences of girls, trans and/or non-binary youth in our explicit commitment to gender justice and creating an inclusive environment that supports a wide range of marginalized gender identities and expressions.

The applicant certifies that all of the employees that work at OUSD under the organization's (Bay Area Girls Rock Camp) purview will meet the following requirements:

1. All employees have passed fingerprint review by CA DOJ and FBI. Proof of fingerprint passage will be available to OUSD upon demand
2. All employees have TB clearance, with TB test passage of staff available to OUSD upon demand.
3. All employees are considered mandated reporters for suspected cases of abuse and neglect pursuant to Penal Code section 11166.5. Employees will file incident reports for any significant events or injuries during programming
4. All employees with an instructional staff role will meet the minimum Instructional Aid (IA) qualification administered by the Alameda County Office of Education, or have a minimum of 2 years (48 semester units) of college.
5. All employees will be first aid, concussion, and CPR certified.

Olivia Gonzalez
Executive Director
(510) 267-1808
olivia@bayareagirlsrockcamp.org
PO BOX 72213
Oakland, CA 94612



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2023

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).

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	CONTACT NAME: Aliyyah Harvey PHONE (A/C, No, Ext): (510) 548-8200 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com FAX (A/C, No): (510) 548-6145																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>NIAC</td> <td>99998</td> </tr> <tr> <td>INSURER B:</td> <td>State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NIAC	99998	INSURER B:	State Compensation Insurance Fund	35076	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Bay Area Girls Rock Camp PO Box 72213 Oakland CA 94612																					

COVERAGES

CERTIFICATE NUMBER: CL2333019280

REVISION NUMBER:

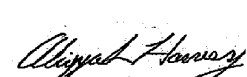
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		202326484NPO	01/07/2023	01/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			202326484-UMB	01/07/2023	01/07/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	9025364-2022	07/08/2022	07/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Improper Sexual Conduct			202326484NPO	04/18/2023	01/07/2024	General Aggregate 2,000,000 Each Claim 1,000,000

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

The Oakland Unified School District is named additional insured as respects to the insured's operations.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland CA 94067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (26484)
POLICY NUMBER: 2022-26484
NAMED INSURED: Bay Area Girls Rock Camp
POLICY CHANGE EFFECTIVE: 12/01/2022
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 1 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 26 Locations - ALL
Oakland Unified School District \$0
Attn: Risk Management
Oakland, CA 94607

Oakland Unified School District is named Additional Insured as respects to insured's o

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0

RETURN PREMIUM: \$0

TOTAL PREMIUM: \$0



AUTHORIZED SIGNATURE

12/02/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Oakland Unified School District

Oakland Unified School District is named Additional Insured as respects to insured's operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
December 9, 2022**

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

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Submission Deadline & Process:

Bids must be received before **December 9, 2022 by 5:00 pm**

Provider to submit:

*** Email Proposal to procurement@ousd.org

Proposals shall be submitted as PDF attachment(s) and subject line of the email must state: **“Response to RFP No. 22-129CSSS”**

Bids received later than the designated time, and specified date will be returned to the proposer unopened. ***Facsimile (FAX) copies of the proposal will not be accepted.***

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.

B. RFP Schedule of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	November 4, 2022
Pre-Bid Conference:	November 18, 2022 @ 2:00 p.m. (Zoom link on Procurement Website)
Deadline for Questions:	November 29, 2022 @ 2:00 p.m.
Proposal/Bid Submitted to District:	December 9, 2022 @ 5:00 p.m.
Proposal/Bid Opening:	December 13, 2022 @ 3:15 p.m (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	December 17, 2022 - January 6, 2023
Final Award Notification of RFP:	January 17, 2023
Contract Start Date:	May 1, 2023

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

What is an RFP? An RFP (Request for Proposals) is a Proposal-based selection process, in accordance with Public Contracts Code section 20111.5. It is a request by OUSD Dept. of Expanded Learning for organizations to submit their Proposals to be considered as an OUSD summer/ intersession provider for expanded learning programs, after which OUSD will determine which providers are qualified and award contracts based on that determination.

What is a Pre-Bid Conference? A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions.

C. Required Supporting Documentation

To support RFP responses and verify organizational Proposals, 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 5-page limit for the RFP application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

- 1) Submission of sample(s) schedule of the summer model that youth development program organization wishes to offer. (Either a collaborative, independent or off-site community-based model schedule). Organizations can apply for eligibility to multiple models.
- 2) Program budget reflecting the program schedule (see Application Question 2 in Appendix II for details)
- 3) Job description for Site Coordinator and Program Instructor
- 4) Profit and loss statement and/or 990 tax form
- 5) Bank Statements to show proof of operating cash reserves
- 6) Letters of Reference (maximum of 3)
- 7) Statement of Qualifications
 - A. A Statement of Qualifications is a paragraph or two on the organization's letterhead that explains why they are qualified to provide this service.
- 8) Commercial General Liability Insurance Coverage via an ACORD sheet.
 - A. Address in the "Certificate Holder" section: Oakland Unified School District, Attn: Risk Management; 1000 Broadway, Suite 440, CA 94607
 - B. Policy Limits: 1,000,000 per occurrence / \$2,000,000 aggregate
 - C. Policy Endorsement that names OUSD as an additional Insured (from the Agent): this is a Separate document from above.
 - D. Must include coverage for Corporal Punishment
- 9) Agency Letter that states the following:
 - A. All of the employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandate reporting.
 - ï ATI Numbers will need to appear on all invoices submitted to OUSD
 - ï Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.
 - B. Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - C. Designated staff supporting the intersession model must have first-aid, concussion, and CPR certified.

D. Introduction and Overview

***Any approved OUSD Expanded Learning Lead Agency that has a current MOU in place does not need to apply for this RFP. Your current MOU covers summer and intersession programming.**

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 summer programs. This RFP is specifically for organizations willing to provide summer learning and intersession programs (summer, weekends, school breaks).

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 daily. 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 RFP process, OUSD seeks organizations that 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 Summer 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.

Goals of Summer Learning Programs:

Rich learning experiences and knowledge development that incorporates:

- Academic intervention to combat summer learning loss.
- Enrichment integration with sports, STEAM and other enrichment activities that allow for acceleration of skills, habits and mindsets.
- Culturally relevant youth development in service of promoting and maintaining joyful schools which builds a culture of affirmation, inclusion and belonging.
- Equity: Programs create opportunity and engagement with our high priority students and their families, including students with disabilities, English language learners, Foster Youth, unhoused youth, and newcomer students.

The Expanded Learning Office supports summer programming is founded in these local, and national data points:

- Under-resourced children often do not have the same opportunities to learn and participate in enriching activities during summer, which increases the opportunity gap.
- Utilization of summer learning programs leads to lower violence, higher physical and mental health, improved social skills, and a heightened sense of self.
- When school ends, some students and families struggle to get their basic needs met; summer programming provides meals for students and a safe space to thrive.
- Students can typically lose up to 2 months of reading progress and 2.6 months of math progress over the summer. High-quality Summer Learning programs can turn that potential for loss into an opportunity to accelerate learning.

Therefore, our expanded learning programs are essential for keeping Oakland youth safe, healthy, and academically sound. The added opportunity for enrichment programs not typically offered during the school days gives students a chance to flourish in multiple skill sets and find a way to engage their whole selves and attend to multiple intelligences. In this way, they are given another opportunity to be 'seen' outside of academics and access programs that are usually cost-prohibitive.

Eligible expanded learning youth development organizations will help all students develop strong social-emotional skills and a sense of agency, give them opportunities to try new things, take risks, and participate in diverse enrichment programming that reflects student interest and promotes joy, skill-building, and hands-on experience. In addition, celebrate youth's interests, passion, and culture while helping youth identify their strengths.

The 3 types of summer/intersession youth development programs that the Expanded Learning Office is hoping to solicit CBOs to apply for are (i) the program at the school site in conjunction with OUSD faculty, called the **collaborative model (CM)**, (ii) the **independent model (IM)** program also housed at an OUSD school site, (iii) and the **off-site community-based model (OCB)** which can be held at an acceptable community space that serves OUSD students.

Organizations can apply for multiple models but must demonstrate the capacity and history of providing the youth development program.

(i) The **Collaborative Model (CM)**. This model provides youth with five weeks of full-day summer programming within the requirement of offering 9 hours (Monday-Friday 8:30 am - 5:30 pm) and working directly with the approved OUSD administrative and teaching staff on their assigned site. Interested CBOs must provide programming 5-days a week with a focus on academic enrichment, physical activity, and other youth development enrichment activities that meets ASES and 21st CCLC activity components. Each CBO is required to

have a 20:1 ratio (except for TK/K, which is a 10:1 ratio).

The OUSD Expanded Learning Office will select which eligible CBOs will be a match for the school hub/students/community. *Note: The Expanded Learning Office does not guarantee organization placement to a school or number of school sites this decision will be based on the acceptance of the school administration and agency capacity.

(ii) The **independent model (IM)**. This model provides youth with up to five weeks of full-day summer programming within the context of the typical summer hours (Monday-Friday 8:30 am - 5:30 pm). The approved organization must offer a 9-hour program for each day of operation and provide appropriate staff to satisfy the 20:1 ratio (except for TK/K, which is 10:1 ratio).

(iii) The **Off-site Community-based model (OCB)**. This model provides youth with off-site full-day summer/intersession programming within the context of the summer hours (Monday-Friday 8:30 am - 5:30 pm). The approved organization must offer a 9-hour program for each day of operation and provide appropriate staff to satisfy the 20:1 ratio (except for TK/K, which is 10:1 ratio).

Collaborative Model:	Independent Model:	Off-site Community Based-Model:
5 weeks of programming	The lead agency fully staffs the program to allow for 9 hours of programming.	Agencies run programming at non-district facilities. This can include wilderness-based camps, city recreation centers, or other venues.
Co-creation of the daily schedule at least 3 lead agency staff members present in the morning for an enrichment block	Lead agency staff should have time to prep and have meal breaks	All staffing ratios, safety protocols, and attendance procedures must be adhered to.
All agency staff paid for an 8 hour day (to include prep and meal break)	District covers the cost of custodial staff, and the use of facilities	Providing breakfast, lunch and a snack that meet with the CDE requirements for nutrition.
OUSD certified teaching staff providing academic support in the morning supervised by an OUSD Administrator	District provides 3 meals to students (Breakfast, Lunch, and Snack)	
Inclusion of SPED Students and SPED Support Staff	If needed, the District provides Culture Keeper to support campus safety.	
Instructional Assistants/Tutors		
Recruitment/Enrollment/Registration led by OUSD		

Intersession-

Meeting the qualifications for this Request For Proposals and being accepted also qualifies your organization to run intersession programs during any break in regular school year calendar.* *Intersession is any period between two academic sessions or*

terms sometimes utilized for brief concentrated courses.

E. Funding

OUSD Expanded Learning Programs are 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 or agencies through a competitive process. The base grants that CDE awards to OUSD for summer programs represent three funding sources:

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. Expanded Learning Opportunity Program (ELO-P) CDE introduced ELO-P funding in 2021 to increase expanded learning opportunities for unduplicated students.

- 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.
- For summer learning and intersession models agencies will receive a rate of \$30.54/student/day for any program TK-12. This higher rate allows agencies to meet the requirement of a 9 hour day, create staggered staffing schedules, and have additional staff to meet the 10:1 TK/K staffing requirement, as well as to integrate with morning academic programs to add small group pull out and/or enrichment rotation.

F. Summer Learning/Intersession 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 12 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 IV. 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

Approved Summer Lead Agency/ Intersession program organizations must have an organizational infrastructure to provide programs throughout the year. Therefore, interested organizations need to review and consider the list of expectations of each program model before applying.

Interested organizations must:

- be able to provide 9 hours of service daily.
- uphold the grant, district compliance, and program quality standards (e.g. attendance, safety training etc).
- implement sign in/out procedure.
- take attendance in the AERIES student data system.
- provide district snacks that comply with district protocol and federal requirements
- incorporate ASES and 21st CCLC physical activity component, academic enrichment and educational enrichment.
- Interested organizations must serve a 20:1 ratio, (students: staff), with 10:1 for K/TK classrooms.
- Will collaborate with the ExLO Office to identify the maximum number of students participating during school-based model or intercession model.
- provide school-based or intercession models and work with the ExLO Office to offer high-quality programs and meet district safety requirements or grant compliance to ensure continual funding.

PROGRAM EXPECTATIONS

- 85% Average Daily Attendance. Most successful sites over enroll in order to hit that mark.
- 20:1 Student/Teacher ratio (10:1 for TK/K classrooms)
- This is a full day program; students should attend at least 6 hours, and can elect to stay up to 9 hours for before/after care.
- Agencies will work with hub and feeder schools to support the recruitment process.
- Culminating Event: Student-led showcase of student learning for family, community, and district leaders to attend.
- Family Orientation: to be held before the program for families and students.

Program Days and Hours of Operation

- The traditional 5 week district summer program will run from June 5th - July 7th for Summer 2023.
- Expanded Learning Grant Funded programs must operate for 9 hours (i.e. 8:30 - 5:30). Direct service can be conducted by a combination of district teachers and lead agency staff. Students should attend for at least 6 hours, and families can opt in for up to 9 hours for before/after care.
- Programs should offer 5 weeks of programming.

OUSD Required Summer Program Components

Every student in the summer program must receive:

- Enrichment: At least 180 minutes daily for every student in the summer program.
- Physical Activity: Minimum of 30-60 minutes daily of moderate to rigorous physical activity for every student, in the form of cooperative games.
- Educational Field trip: All programs must offer at least one educational field trip for all students, connected to summer curriculum
- Community Building activities: daily for all students.
- Culminating Event: Family-friendly showcase of student work/demonstration

* OUSD will provide summer curriculum and professional development to support these required program components (detailed below).

STAFFING EXPECTATIONS

- Programs will maintain a 1:20 adult to student ratio. 1:10 ratio for Tk/k classrooms.
- All staff included in this ratio will meet the district's Instructional Aide

- requirement: staff must have a minimum of 2 years of college (48 semester units), or they must pass the Instructional Aide exam administered by the Alameda County Office of Education
- All staff must have TB clearance, and fingerprint clearance by both the Dept. of Justice and the FBI.
 - **Incident/Accident/Mandated Reporting.**
 - All lead agencies must file incident reports for any significant events or injuries during programming.
 - All lead agency employees are considered mandated reports for suspected cases of abuse and neglect pursuant to Penal Code section 11166.5
 - All sites will have a site coordinator on site all days of the program
 - Lead agencies will have a manager-level supervisor present during the program and actively supporting and supervising staff on site
 - Program leaders will work collaboratively with school leadership and summer school principal on summer program design; program outreach and enrollment; and coordination/alignment between district academic and enrichment program elements.
 - Line Staff and Site Coordinator will fully participate in summer trainings detailed in the lead agency google calendar.

SUMMER/INTERSESSION DELIVERABLES

- Complete summer program planning tool, budget, and comprehensive summer schedule; submit all requested contract documents in a timely manner by the March deadline.
- SUMMER: Submit two invoices: 50% of contract amount on June 30 to cover start-up costs, pre-summer trainings, material purchases, etc. Second invoice submitted after last day of summer program to reflect actual expenditures.
- INTERSESSION: Agencies will submit monthly invoices once contract begins.
- Maintain program documentation for 5 years for auditing purposes.
- Hire enough staff to maintain required student staff ratio based on enrollment numbers.

Attendance

- Attend AERIES training set up activities in AERIES according to directions
- Utilize required daily sign-in/out sheets; ensure that all attendance sheets are completely and accurately filled out, including sign in/out signatures and times, and early release codes
- Input all summer attendance data into AERIES daily

Program Close Out

- Submit end of program invoices
- Accurately complete fiscal expenditure report describing actual use

- of contracted funds
- Submit electronic copies of all summer attendance records (i.e. daily sign in sheets) to the OUSD After School Programs Office, along with a completed internal audit form
- Complete OUSD summer-end evaluation surveys
- Attend summer-end debrief with OUSD summer planning team in October

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 or 1:15 for TK/K grade students. 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 year 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 program organizations 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:** The approved summer organization must work under the umbrella of the OUSD Expanded learning office and track all student participation using Aeries.
- b. **Attendance:** Attendance must be tracked for all camps and must be turned into the Expanded Learning Office.

- c. **Evaluation:** The expanded learning team provides yearly evaluation of programs and works to get feedback from students, community, and partners.

J. Contract and Payments

Summer/Intersession youth program organizations that are approved through the process described in this RFP can enter a 1-year contract with OUSD. This RFP is valid for 3 years and has an extension phase of up to 5 years. Contracts with OUSD are valid on a yearly basis for up to a 5 years span. Please note that a contract can only be yearly or for a 3 year period, with the possibility of 2 more years on a year to year basis. They may not begin operating at a school site unless the District and agency have executed a contract on the District's template. Invoices are processed on a cost-reimbursement basis for actual expenditures incurred.

K. Guidelines for Charging Fees

The intent of ELO-P, 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, 21st Century, and ELO-P 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, ASSETS, ELO-P 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. RFP Process

Any summer/intersession youth program organization applying for the 2023 summer and/or intersession beyond must successfully complete the summer RFP process and earn *highly recommended* or *conditionally recommended* status, detailed below. Therefore, an organization that does not successfully complete the RFP process or does not earn a *highly recommended* or *conditionally recommended* status

will not be contracted with OUSD to serve in the summer or intersession organization role.

Summer/Intersession youth development organizations that submit an RFP by the deadline will be assessed based on their RFP responses. Applications that have the potential to earn the *highly recommended* or *conditionally recommended* status and require additional information may be invited for an interview with the RFP Review Team.

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

- 1) **Highly Recommended:** Organization has adequately demonstrated its capacity to serve in a summer organization role and fulfill *all* summer learning responsibilities outlined by OUSD and listed in Section III of this RFP and required document. This *highly recommended* status will be valid for up to 2023 - 2028 school years, depending on the organization's successful implementation of the agreed-upon scope of work.
- 2) **Conditionally Recommended:** Organization has adequately demonstrated its capacity to serve in this role and to fulfill *most, though not all*, of the responsibilities outlined by OUSD and listed in Section III of this RFP and required document. Organizations receiving this *conditionally recommended* status will be provided with specific feedback from the RFP 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 youth development-based organization responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFP 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*.
- 3) **Not Recommended:** Organization has not adequately demonstrated its capacity to serve in the summer/intersession organization role and to fulfill most of the responsibilities outlined by OUSD and listed in Section III of this RFP and required documents. Organizations receiving this *not recommended* status will not be included in the list of qualified organizations that will be shared with Principals and lead agencies. Organizations can appeal by following the instructions in the appeals process described in Appendix V.

OUSD will notify the Summer Learning youth development organization of its determination by January 17, 2023 via email. If OUSD determines that an organization is Not Recommended, the organization shall have the opportunity to contest that determination. Additional details regarding this process are contained in Appendix V.

M. Minimum Proposals

OUSD is seeking applications from established community organizations with adequate fiscal reserves to cover at least 1 month 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 summer 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.

OUSD is seeking applications from youth program organizations that have demonstrable experience in providing high quality summer programs. 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 skill building as well as successful collaboration with the school site administrator, faculty and staff.
- 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.
- Maintaining collaborative relationships with school site leadership and expanded learning providers (lead agencies) in the development and implementation of a high-quality programming that supports the district's and the school's goals.
- 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.
- 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.

Summer/intersession youth program organizations that apply for the role must be able to comply with all requirements outlined in the standard OUSD contract (see Appendix IV for a sample of current year). 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 Summer/Intersession Lead Agency Application will consist of all the following required items:

- 1) **Proposal Cover Sheet** (see Appendix I for sample)
- 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 8 double 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

FORMAT

All submissions must be on the RFP 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 8 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III).

RECEIPT OF PROPOSAL PACKAGES:

Proposal packages shall be emailed to the **Procurement Department** no later than **December 9, 2022 at 5 pm.**

Proposals submitted by email should be submitted in a sufficient file size to ensure delivery to the Procurement Department prior to the specified time.

Contractors are required to send via email to Procurement@ousd.org, their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

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 Proposals evaluated and scored by an RFP Review Team made up of individuals with expertise in the relevant subject matter for which the application is submitted.

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Evaluation Rubric

Performance Area	Expectations for Highly Recommended Sports-Based Organization
Organizational Capacity and District Alignment (25 Points)	<ul style="list-style-type: none"> • Organization has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students. • Organization can clearly articulate how their program model will support OUSD’s elementary students and provide age-appropriate activities. • Organization has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges. • The organization has extensive experience working in partnership with school sites and district leaders. • Organization has the capacity to serve OUSD’s diverse student demographics--i.e. serving multiple grade levels, multiple genders, ability, English as a second language, cultural, etc. • Organization can clearly articulate and show evidence of implementing the one of the types of summer/intersession model--the Monday through Friday program during the out of school time and/or during the intersession, successful. • The organization has 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.
Fiscal Management and Resource Development (25 Points)	<ul style="list-style-type: none"> • The organization has a strong budget template that clearly illustrates staffing costs, supplies, administrative costs, etc. within the model program of youth sports. • The organization clearly describes how it can secure additional funding to support high-quality sports-based youth development at . • The organization 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.
Agency Infrastructure (25 Points)	<ul style="list-style-type: none"> • The organization supports successful program implementation and clearly describes organization staffing systems, and processes that will ensure that all responsibilities will be fulfilled effectively and with fidelity. • The organization has designated administrative systems and procedures in place to ensure that sports camps are operating in full compliance with requirements set forth by OUSD and the California Department of Education (CDE). • The organization shows the capacity to hire and support a clearly designated staff for each camp and maintain active collaboration with the school site administrator and other school faculty.
Youth Development Expertise and District Alignment (25 Points)	<ul style="list-style-type: none"> • Agency’s program model clearly supports youth development. Agency provides descriptions of successes and challenges serving Oakland youth. • Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including: structured development plans; • Agency utilizes district opportunities, other partners and the greater community to continuously innovate and grow their youth development practices to better serve the community.

Q. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

Applicants are responsible for reviewing all portions of this RFP, and promptly notifying the District, in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFP. 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 RFP prior to the application due date by issuing Change Notices, which will be posted on the Procurement 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/14136>) 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 RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

Financial Responsibility

The District accepts no financial responsibility for any costs incurred by applicants in responding to this RFP. Submissions of the RFP 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" 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 RFP 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 Proposals ;
- 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 RFP, or the requirements for contents or format of the applications;
- Procure any materials, equipment or services specified in this RFP by any other means;
- Determine that no project will be pursued.

No Waiver

No waiver by the District of any provision of this RFP 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 RFP.

R. Standard Contract Provisions

Any summer learning organization selected from the *Expanded Learning Qualified List* by OUSD and which chooses to enter into contract with OUSD, will enter into a contract substantially in the form of the Expanded Learning Summer 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: RFP Application

2022 OUSD Request for Proposals Application (Template)

(Email procurement@ousd.org for template) ASES, 21st CCLC, ELO-P, and ASSETS
Expanded Learning Programs

Cover Sheet Template:

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

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Are you a currently approved OUSD community partner ? If yes, please list the sites that you provided programming in OUSD schools:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)	<input type="checkbox"/>	yes
Elementary/Middle (TK-8)	<input type="checkbox"/>	yes
Middle (6-8)	<input type="checkbox"/>	yes
High School (9-12)	<input type="checkbox"/>	yes
Alternative/Continuation High School	<input type="checkbox"/>	yes

Services Category-Types and models of programs: Mark all that apply. What type of summer/ intersession program are you interested in applying for?

<input type="checkbox"/>	Summer Programming - up to 6 weeks, 9 hours
<input type="checkbox"/>	Intercession (Offering 9-hours of programming)
<input type="checkbox"/>	Weekends (Saturday, Sunday, or both days)
<input type="checkbox"/>	Fall Break: week-long offering
<input type="checkbox"/>	Winter Break: week-long offering
<input type="checkbox"/>	Spring Break: week-long offering
<input type="checkbox"/>	Other non school days (Holidays, staff pd days, etc)
Preferred Model of delivery--(See Section D. for overview of models)	
<input type="checkbox"/>	Collaborative w/District staff on OUSD Campus
<input type="checkbox"/>	Independent on OUSD campus
<input type="checkbox"/>	Off-Site Community Based

Provide any additional information to explain your services category or preferred model of delivery. When applying for a school-based model, indicate the number of school sites/programs your organization can serve. When applying for the intercession model, indicate the number of sessions (or "camp-style sessions) your organization can serve.

In the box below, please briefly explain your rationale for this number of sites? Types of space the organization needs to run the program (Example: Need access to a garden to fulfill our organization's mission, ie. Need a stage etc). Types of equipment required to run the program.

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 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, 10:1 for Tk/K (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 a summer/intersession program. \$30.24 per child/per day to serve up to 150 students for the duration of the program. (up to 6 weeks for the collaborative district summer program model) (approx. 40- 45 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 if you are holding it on an OUSD campus.
- Describe how your organization will secure additional funding to match the contracted funds from OUSD. OUSD would like this standard to be met for all interested organizations regardless of funding source. OUSD will require that all enrichment summer provide 30% of in-kind services to support the entire program. 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 and 10:1 for TK/K 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 (2 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 RFP Application

Submission:

Deadline for submission of completed RFP application and supporting documentation is Dec. 9th, 2022 by 5:00 pm.

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

All proposals will need to be in EITHER a Hardcopy Proposal that is delivered to the procurement office OR a combination of pdf files emailed to procurement@ousd.org. Any documents submitted after the deadline will not be accepted or reviewed.

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

Required Supporting Documentation Instructions:

In addition to the RFP Application in Appendix 1 and responses to questions in Appendix II, organizations also need to submit the following:

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

- **Sample schedule** of a summer/intersession program within the models outlines in Section D. *[Example of Title: Model Program_Organization Name_Types of Sports]*
- *click here for* [A sample budget](#) pertaining to the program schedule and activity summary.
- Organizational chart of agency that illustrates how the Summer/Intersession Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- Bank statements to show proof of operating cash reserves (reference application question 2 in appendix II for details)
- Profit and loss statement and/or copy of 2020 990 Tax Form
- Job description for site coordinator and program instructor
- Copy of IRS letter certifying tax exempt status
- **Signed letter of agreement** (as elaborated upon in Section N)
- **Letters of reference** (maximum of 2)
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)

- Documents demonstrating fulfillment of minimum Proposals (outlined in Section C)
 - Statement of Qualifications
 - Commercial General Liability Insurance
 - Agency Letter that states the following; staff working within OUSD must pass fingerprint review by CA DOJ and FBI, TB testing requirements, mandate reporting. In addition, staff must meet the minimum Instruction Aid (IA) qualification and be first-aid, concussion, and CPR certified.

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
 - 4.2.2. Administrative Charges and Reconciliation
 - 4.3. OUSD Administrative Fees
 - 4.4. Agency Administrative Fees
 - 4.5. Program Budget
 - 4.6. Modifications to Budget
 - 4.7. Program Fees
5. Scope of Work
 - 5.1. Student Outcomes
 - 5.1.1. Alignment with Community School Strategic Site Plan
 - 5.2. Oversight
 - 5.3. Enrollment
 - 5.4. Program Requirements
 - 5.4.1. Program Hours
 - 5.4.2. Program Days
 - 5.4.3. Program Components
 - 5.4.4. Staff Ratio
 - 5.5. Data Collection
 - 5.5.1. Accountability Reports
 - 5.5.2. Attendance Reports
 - 5.5.3. Use of Enrollment Packet
 - 5.6. Maintain Clean, Safe and Secure Environment
 - 5.7. Meeting Participation
 - 5.8. Relationships
 - 5.9. Licenses
6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related

Facilities

7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASESP and 21st Century Grants
9. Ownership of Documents
10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements
 - 11.2.1. Tuberculosis Screening
 - 11.2.2. Fingerprinting of Agents
 - 11.2.3. Minimum Qualifications
 - 11.3. Removal of Staff
 - 11.4. Conflict of Interest
 - 11.5. Drug-Free/Smoke Free Policy
 - 11.6. Non-Discrimination
12. Indemnification
13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
14. Litigation
15. Incorporation of Recitals and Exhibits
16. Counterparts
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
18. All exhibits, with required forms and timelines

The contract template that is currently being used by lead agencies is found in Appendix V.

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 RFP (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 V), 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.

Signature	
Date	
Name and Title of Signatory	
Name of Organization	

APPENDIX V: SAMPLE OF OUSD SERVICES AGREEMENT

SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST TO CHANGE) SERVICES AGREEMENT 2023-2024

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

The parties hereby agree as follows:

1. Term.

a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Services.

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

3. Alignment and Evaluation.

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).

4. Inspection and Approval.

VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct

VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

5. Data and Information Requests.

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. Confidentiality and Data Privacy.

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

(i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).

(ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. Copyright/Trademark/Patent/Ownership.

VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute,

publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. Compensation.

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

a. The compensation under this Agreement shall not exceed:

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

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

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

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

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

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

11. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was

provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, **VENDOR** shall provide **OUSD** with all materials produced, maintained, or collected by **VENDOR** pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. Legal Notices.

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name:
Title:
Address:
City, ST Zip:
Phone:
Email:

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

13. Status.

a. This is not an employment contract. **VENDOR**, in the performance of this Agreement, shall be and act as an independent contractor. **VENDOR** understands and agrees that it and any and all of its employees shall not be considered employees of **OUSD**, and are not entitled to benefits of any kind or nature normally provided employees of **OUSD** and/or to which **OUSD**'s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. **VENDOR** shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to **VENDOR**'s employees.

b. If **VENDOR** is a natural person, **VENDOR** verifies all of the following:
(i) **VENDOR** is free from the control and direction of **OUSD** in connection with **VENDOR**'s work;
(ii) **VENDOR**'s work is outside the usual course of **OUSD**'s business;
and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

(x) VENDOR can negotiate its own rates;

(xi) VENDOR can set its own hours and location of work; and

(xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration.

VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. Testing and Screening.

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any

employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. Assignment.

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the

express prior written consent of OUSD shall be null and void.

21. Non-Discrimination.

It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. Drug-Free/Smoke Free Policy.

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. Waiver.

No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.

24. No Rights in Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. Conflict of Interest.

a. VENDOR shall abide by and be subject to all applicable regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. Limitation of OUSD Liability.

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. Indemnification.

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. Audit.

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing

statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. Litigation.

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

31. Incorporation of Recitals and Exhibits.

Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

32. Integration/Entire Agreement of Parties.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

33. Severability.

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. Provisions Required By Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. Captions and Interpretations.

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. Calculation of Time.

For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

37. Counterparts and Electronic Signature.

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. W-9 Form.

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

39. Agreement Publicly Posted.

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. Signature Authority.

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. Contract Contingent on Governing Board Approval.

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: _____

Signature: _____

Position: _____ Date: _____

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: _____

Signature: _____

Position: _____ Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: _____

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

Sample Contract - Exhibit A

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

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

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

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

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

- Hourly Rate:
- Daily Rate:
- Weekly Rate:
- Monthly Rate:
- Per Student Served Rate:
- Performance/Deliverable

Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

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

3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds): *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.

- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

- Sign-in sheet for meeting in which the SPSA modification was approved.

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

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

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

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

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

Proposer/ Vendor Forms Checklist to Complete

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Proposal Price Form
Exhibit D	Terms and Conditions
Exhibit E	Certification regarding Debarment, suspension, ineligibility
Exhibit F	Insurance
Exhibit G	Worker's Compensation Certificate
Exhibit H	Fingerprinting Certificate
Exhibit I	Non- Collusion Declaration
Exhibit J	Piggyback Clause
Exhibit K	Authorized vendor Signature
Exhibit L	Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A
Standard Form Response:

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)
Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:
Name, Title Location Phone Number

6. Point of Contact if Contract is Awarded:
Name, Title Location Phone Number

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit B
References:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

**Exhibit C
Proposal Price Form**

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.
5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.
6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.
7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.
8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, 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, Contractor 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 Agreement. Contractor'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 Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor 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. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and

Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

EXHIBIT E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither ___ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By _____
(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By _____
(Signature)

Typed or Printed Name

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

i.If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

ii.CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

**EXHIBIT G
WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

c. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**EXHIBIT H
FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District
I _____, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on _____ / _____ / _____

Typed or Printed Name

Address

Title

Telephone Number

Signature

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS
CHECK (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall

be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**EXHIBIT I
NON-COLLUSION DECLARATION**

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

**EXHIBIT J
PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (____) YES

Option Granted (____) NO

EXHIBIT K
Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
-----------	-------------	-------

Federal Tax ID Number

EXHIBIT L
Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____,
_____ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

- H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
- I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.
- J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.
- K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.
- L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
- M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
- N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Name of Proposer's Signee

Date: _____

Title of Proposer's Signee

APPENDIX VI: Appeals Process for Applicants

Any applicant may appeal to the Oakland Unified School District Procurement 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 January 24, 2022 (i.e., 5 business days after the 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 Senior Procurement Analyst, whose decision will be final. Appellant should submit the appeal and any supporting documents should be sent electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Appellants will receive written notice of the outcome of their appeal February 1, 2022. In the event that an applicant's appeal is successful, the agency will be treated as all other prequalified agencies.

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application (Template)

ASES, 21st CCLC, ELO-P, and ASSETS Expanded Learning Programs

Cover Sheet Template:

Organization Name	Bay Area Girls Rock Camp		
Primary Contact Person:	El Lee	Secondary Contact Person:	Olivia Gonzalez
Email:	el@bayareagirlsrockcamp.org	Email:	olivia@bayareagirlsrockcamp.org
Telephone #:	5102671808	Telephone #:	5102671808

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
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No
Are you a currently approved <u>OUSD community partner</u> ? If yes, please list the sites that you provided programming in OUSD schools:	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served:	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)	<input checked="" type="checkbox"/>	yes
Elementary/Middle (TK-8)	<input checked="" type="checkbox"/>	yes
Middle (6-8)	<input checked="" type="checkbox"/>	yes
High School (9-12)	<input checked="" type="checkbox"/>	yes
Alternative/Continuation High School	<input type="checkbox"/>	yes

Services Category-Types and models of programs: Mark all that apply. What type of summer/ intercession program are you interested in applying for?

<input checked="" type="checkbox"/>	Summer Programming - up to 6 weeks, 9 hours
<input checked="" type="checkbox"/>	Intercession (Offering 9-hours of programming)
<input type="checkbox"/>	Weekends (Saturday, Sunday, or both days)
<input type="checkbox"/>	Fall Break: week-long offering
<input checked="" type="checkbox"/>	Winter Break: week-long offering
<input checked="" type="checkbox"/>	Spring Break: week-long offering
<input type="checkbox"/>	Other non school days (Holidays, staff pd days, etc)
Preferred Model of delivery--(See Section D. for overview of models)	
<input type="checkbox"/>	Collaborative w/District staff on OUSD Campus
<input type="checkbox"/>	Independent on OUSD campus
<input checked="" type="checkbox"/>	Off-Site Community Based

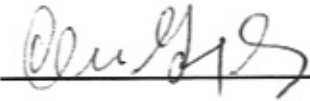
Provide any additional information to explain your services category or preferred model of delivery. When applying for a school-based model, indicate the number of school sites/programs your organization can serve. When applying for the intercession model, indicate the number of sessions (or "camp-style sessions") your organization can serve.

Bay Area Girls Rock Camp currently provides two program models: A Winter/Spring session (titled, Girls Rock After School) and a Summer session. These two program models can be offered with varying duration and frequency. Our intercession program can be offered 1-2 times per year; our Summer session happens for multiple weeks between July-August annually.

In the box below, please briefly explain your rationale for this number of sites? Types of space the organization needs to run the program (Example: Need access to a garden to fulfill our organization's mission, ie. Need a stage etc). Types of equipment required to run the program.

Sessions occur at Malonga Casquelord Center for the Arts or Oakland School for the Arts - both sites offer year-long equipment storage and practice spaces, multiple classrooms, and are sound-proofed for instrument practice and performance. The capstone of our program is a student-run live concert, which requires a public operating venue (currently, OakStop).

On behalf of Bay Area Girls Rock Camp (Agency), I, Olivia Gonzalez (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: 11/21/2022

1. ORGANIZATIONAL CAPACITY

Bay Area Girls Rock Camp is a 501(c)(3) nonprofit organization that empowers young people through music, promoting an environment that fosters self-confidence, creativity and teamwork. Our camp centers the experiences of girls, trans and/or non-binary youth in our explicit commitment to gender justice and creating an inclusive environment that supports a wide range of marginalized gender identities and expressions. BAGRC challenges gender stereotypes, encourages collaboration and tolerance among peers, and provides a comfortable space for people of diverse backgrounds to express themselves. Through music lessons, workshops, group activities, and performances, rock campers receive enrichment in alignment with OUSD's mission to provide joyous, liberatory, whole-child programming to high priority students and families.

Since day one of our programs in 2008, BAGRC has transformed the lives of over 4,500 youth and continues to be the only youth empowerment organization entirely dedicated to girls' and gender-expansive youth's music education in the San Francisco/Bay Area Region. Through 15 years of service, BAGRC has received the Ellen Magnin Newman Award from the SF Symphony; "Best Camp" by EBX's "Best of Oakland" Awards; and was a 2017-2022, OFCY recipient, highlighting our value and collaboration in our Oakland community.

BAGRC's core annual programs are the Girls Rock After School Program (10 weeks, Jan-March), and Girls Rock Summer Camp (5 weeks). Both programs take place at Malonga Casquelord Center for the Arts, and allow youth (ages 8-18) to receive instrument instruction, attend transformative skill-building workshops, collaborate with peers and write original songs, and present their work at a live concert. Outcomes are to: shift gender norms that exclude and isolate girls/TGNC youth in the arts; build life skills (conflict resolution, leadership, resiliency);

provide alternative learning pathways with affinity-based, multigenerational mentorships and representation.

Our Outreach coordinator interfaces directly with applicants through a mix of online and in-person appointments, follow-up interviews, and online or email support when possible. Services are directed to populations which align to OUSD's high priority students/families, including Black and Latinx youth communities, students with disabilities, Foster Youth, houseless, and low-income, to provide intake support. Each year, 70% of our target population are BIPOC, 65% are at or below federal poverty guidelines and attend programs at no cost. Recent total participants were 27% African American/Black; 26% Mixed Race; 24% White; 13% Latina; 6% Asian/Pacific Islander; 4% Native American and 65% self identified as LGBTQ+.

Personnel at BAGRC must be grounded in their community and committed to developing safety and support practices for the constituency. As a program focused on gender equity, we recognize that there are many forms of privilege and oppression, and that they intersect in uneven and complicated ways. Practices are developed with CBO Anti-Oppression and Resource Training Alliance (AORTA) for direct application. Year-round staff are equipped with a professional development budget which goes towards deepening practices to support the enrichment of youth of color and LGBTQ+ youth, and return year after year during our annual seasonal hirings.

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT

The full budget for Rock Camp's Summer and After School Programs is \$216,016 of direct program costs and \$93,281 of indirect administrative costs. Funding received from serving 70 OUSD students at 25 program days will fund direct program costs for those 70 students. As

captured in the supplemental budget, the majority of CCLC Grant Funds will be allocated towards staffing, venue rental, and supplies to deliver a high quality expanded learning experience to students.

Full-time Site Coordinator Grace Iyer will be paid an annual wage of \$26,098.00. Grace Iyer has been working with Rock Camp for over a decade, and currently holds the staffing position of Program & Site Coordinator. Our full program hires for the following (Under “Artist Fees” in the attached P/L sheet): 25 Instrument Instructors stipend at \$410/week; 27 Band Coaches at \$310/week; 15 visiting artists/musicians stipend at \$100/visit; 1 Gear Support Lead stipend at \$500/week; 74 Workshops/facilitators stipend at \$100/workshop; 1 Peer Mentor Supervisor stipend at \$200/week. Through the CCLC Grant Funds, 7 Instructors will be staffed to meet the required staffing ratio of under 1:10 for the 70 OUSD students coming into our program. Additional funding for these positions, as well as funding for support staff and other instructors will be donated by BAGRC through our leveraged funds. Our dedicated base of over 300 volunteers also actively assist extraneous support roles. Full enrollment for our programs is 230 youth; students are divided into classrooms with 25 individual instructors. Instructor training prior to the start of programs are implemented in collaboration with Anti-Oppression and Resource Training Alliance (AORTA), and equip staff with frameworks and practices regarding race, class, and gender in order to strengthen sensitivity to relative issues youth may face during programs.

BAGRC is fully stocked with instruments with extraneous needs coming from In-Kind donations from foundations such as Reverb Gives and Guitar Center, annual supply purchases are minimal: \$1250 is reserved for instrument repair/servicing; \$750 for impermanent materials (guitar picks, strings, drum sticks); \$1350 for printing student materials; \$450 for ear plugs and

name tags. BAGRC additionally provides need-based participant incentives, such as stipends for transportation and meals which is factored into the 'Training and Retention' line item.

Leveraged Funds include approx. \$90,000 of individual and business donations garnered from our annual fundraising campaigns; \$9,000 from events and merchandise; \$155,000 in Foundation Grants (currently, BAGRC has \$128,000 in committed Grant Funds, \$27,000 pending), including \$59,000 from California Arts Council; \$10,000 from Clorox Foundation; \$50,000 from California Non-Profit Performing Arts Grant Program. 'Program Fees' is also a leveraged fund, with the line item representing full enrollment with all participants paying full price. However, programs are offered at sliding scale starting at no-cost, with over 65% receiving financial aid (calculated by % of Federal Poverty Guidelines), subtracted in expenses.

Administrative costs include Salaries for two staff positions dedicated to upholding BAGRC grant compliance and accounting, payroll, reporting and contracts. The Development Manager works side-by-side with Operations Manager to ensure the viability of Rock Camp's resources, with the assistance of the Board of Directors, a Financial Committee, and a Development Committee made up of professionals in the field who are committed to upholding Rock Camp's operations. BAGRC administration uses a concert of software for record-keeping, payroll, our grants portfolio, and managing expenditures (Quickbooks; Gusto; eTapestry, etc.). At the conclusion of our September-August fiscal year, our Administration creates expenditure and program reports which are reviewed by the Board of Directors and appropriate committees, along with the approval of the next year's budget. All Administrative time and resources will be donated to the program through Rock Camp's leveraged funds.

3. AGENCY INFRASTRUCTURE

Rock Camp's administrators include Olivia Gonzalez and El Lee. Olivia has been Operations Manager since 2017 and heads financial upkeep and development, payroll, managing expenditures and recordkeeping. El has been Development Manager since 2019 and heads fundraising, grant and contract acquisition, management, and reporting.

Rock Camp's programmatic staff includes Jennifer Huang, Laya Wig, and Grace Iyer. Jennifer has been Program & Volunteer Coordinator since 2017 and leads program coordination, training and recruiting all instructors, volunteers, mentors. Alongside the Program & Site Coordinator, Jennifer's position is responsible for the seasonal hiring and compliance of all 54 program instructors to the Instructional Aide requirement. Hiring is directed through community listservs, newsletters, limited public posting. In addition to the Instructional Aide requirement, all instructors must also demonstrate experience with working with diverse groups of youth; background in youth development; commitment to empowering girls, women, and gender expansive youth.

Laya is Outreach Coordinator, responsible for program development and management; community outreach and marketing; recruiting youth; and program evaluation. Our Outreach Coordinator is entirely dedicated to liaising directly with youth and families, providing one-to-one wraparound support in order to make attendance possible for youth at or below Federal Poverty Guidelines, and engage with youth to enhance retention year-to-year and during program sessions. The Outreach Coordinator connects Peer Mentors to essential city services, assists with applications to Cal Fresh, TANF, and Covered CA, as well as Free/Reduced Lunch, referrals to childcare services for young parents, and participant incentives (food stipends, transportation stipends, childcare stipends) where applicable. As Outreach Coordinator, Laya is responsible for maintaining 85% attendance, proper documentation, and providing support to

students/families to retain school attachment. Rock Camp's programs regularly successfully exceed 90% daily attendance.

Grace, as full time Program & Site Coordinator, leads program coordination, curriculum design, site management, and partnership development. Grace originally became involved in BAGRC through attending programs as a youth in 2009. They have since served on the Board and as Staff. From 14 years of working with Rock Camp, Grace has pursued a long-lasting commitment to upholding BAGRC's vision and values, and has exemplified an excellent track record of coordination with our program sites: Malonga Casquelord Center for the Arts, the Oakland School of Art, and various venues for program showcases. As the primary contact with the OUSD Expanded Learning partnership, Grace will work closely with El Lee to ensure active collaboration, communication, and the fulfillment of all CDE and OUSD requirements.

All Rock Camp staff report to the Board of Directors, composed of professionals in the field of youth empowerment who are also former instructors, attendees, volunteers, and family/community members with sustained participation in Rock Camp's programs. All Board members are active on at least one committee (Finance, Executive, Development, Health & Stability Committees), and support our two annual fundraising campaigns: the End of Year Appeal, Rock Prom Fundraiser. 86% of Board and Staff identify as women, 14% identify as trans/non-binary. 57% are people of color, and 57% identify as queer/gay.

4. YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT

The cornerstone of Rock Camp's programs is youth empowerment and leadership training through trauma informed, strengths-based , and gender-transformative approach to arts

training. BAGRC builds a space for belonging and interdependence amongst youth, which values affinity-based collaborative learning and representation. Programs incorporate a BIPOC-centered curriculum, which in addition to the wrap-around services provided by our Outreach Coordinator lends to an overall foundational focus on Black and Latinx student success. By prioritizing belonging for youth marginalized in girl-centered programs, youth were able to reflect on differences, expectations, and assumptions placed onto them by dominant media and culture, and feel into a mutuality of kinship and likeness. Staff and instructors are given diversity, equity, and inclusion training as a part of their instructor orientation prior to the start of programs. This orientation is re-developed each year, and includes new curriculum developments, pedagogical tools, and a ‘Liberatory Practices’ workshop which gives essential tools designed to increase accessibility for students, conflict resolution skills, and prioritizing shifting gender norms and exclusion of Black and Latinx student populations.

Our unique program focus of girl/LGBTQ-centered programming fulfills an essential need for the community of girls and LGBTQ+ community at large in Alameda County. Our pedagogical strategies activate local youth communities in Oakland to engage in critical dialogues, commit long-term to social change in their personal lives, and lend foundational skills for girl/TGNC wellbeing. This is particularly important in music; many low-income youth lack access to arts enrichment programs in schools and girls/gender-expansive youth routinely feel alienated from music due to discrimination within the field. Few pursue higher education in music, with reports that only 32% of Berklee College of Music’s students are women. Based on comprehensive data, the US Department of Justice concludes that arts programs can help girls “overcome patterns of silence and passivity,” while empowerment training helps girls recognize their strengths and achieve a greater sense of their own value and competency, all which are

reflected in our program outcomes. Our unique mix of activities help youth develop essential “21st Century Skills” for teamwork, communication, creativity, innovation, critical thinking, and problem-solving. Measurable outcomes include increases in: Technical creative skills; Self-expression and innovation; Self-efficacy; Responsibility, motivation, and sense of achievement; Communication between peers and adults; Social support, belonging, and inherent value; Cultural ability and respect of difference and diversity; Knowledge of women/LGBTQ's contributions to the arts; Educational/career aspirations, and school attachment.

Evaluation instruments include anonymous written surveys administered to youth, mentors, and families; focus groups; and observations by staff and Board members. Surveys collect qualitative and quantitative data, and are one of our most valuable tools for evaluating program impact. In addition, during program sessions, a portion of each administrative staff meeting is dedicated to ongoing program review and evaluation. BAGRC uses these tools to meet and qualify our performance targets, which include: 85% will be more likely to try new, challenging things; 85% will learn that they can do things they didn't think they could do; 85% will learn to better communicate with others; 90% will learn to work with people from different backgrounds; 90% will feel more confident in their musical abilities. Other indicators of our longer-term impact include: former campers joining our Board of Directors; camper bands continuing and establishing themselves within the local music community; and reports of youth applying to music colleges as well as joining their schools' music programs. On average, 25-35% of youth are returning campers; 75-85% are first-time campers. 75% of staff are former youth participants in BAGRC programs who attended 5+ years ago; 25% of volunteer base are past program participants. In a camper's own words, “BAGRC has taught me that girls can speak up, be strong, and never be afraid.”

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
 - 4.2.2. Administrative Charges and Reconciliation
 - 4.3. OUSD Administrative Fees
 - 4.4. Agency Administrative Fees
 - 4.5. Program Budget
 - 4.6. Modifications to Budget
 - 4.7. Program Fees
5. Scope of Work
 - 5.1. Student Outcomes
 - 5.1.1. Alignment with Community School Strategic Site Plan
 - 5.2. Oversight
 - 5.3. Enrollment
 - 5.4. Program Requirements
 - 5.4.1. Program Hours
 - 5.4.2. Program Days
 - 5.4.3. Program Components
 - 5.4.4. Staff Ratio
 - 5.5. Data Collection
 - 5.5.1. Accountability Reports
 - 5.5.2. Attendance Reports
 - 5.5.3. Use of Enrollment Packet
 - 5.6. Maintain Clean, Safe and Secure Environment
 - 5.7. Meeting Participation
 - 5.8. Relationships
 - 5.9. Licenses
6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related

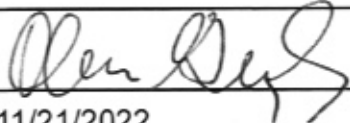
Facilities

7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASESP and 21st Century Grants
9. Ownership of Documents
10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements
 - 11.2.1. Tuberculosis Screening
 - 11.2.2. Fingerprinting of Agents
 - 11.2.3. Minimum Qualifications
 - 11.3. Removal of Staff
 - 11.4. Conflict of Interest
 - 11.5. Drug-Free/Smoke Free Policy
 - 11.6. Non-Discrimination
12. Indemnification
13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
14. Litigation
15. Incorporation of Recitals and Exhibits
16. Counterparts
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
18. All exhibits, with required forms and timelines

The contract template that is currently being used by lead agencies is found in Appendix V.

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 RFP (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 V), 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.

Signature	
Date	11/21/2022
Name and Title of Signatory	Olivia Gonzalez, Executive Director
Name of Organization	Bay Area Girls Rock Camp



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

Amendment No. 1

Posted November 10, 2022

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 7, section D

Amended From: 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

Amended To: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **community based organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering,

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature

12/09/2022

Date

Olivia Gonzalez, Executive Director

Print Name and Title

Bay Area Girls Rock Camp

Print Company Name

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

Camp Schedule

Week 1-2.5

Peer Mentors (16) from prior years work with new campers

Week 2.5-4

BIPOC-centered curriculum, performers, instructors

Week 4-5

Teen-centered curriculum

Daily Schedule

9:00-9:30am Drop-off/Sign in

9:30-10:30am Performer @ Annex

Oakland-based musicians perform and Q/A about their artistic backgrounds, experience in the music industry, and community involvement.

10:30-11am Assembly @ Annex

10:30-12pm Instrument Instruction @ downstairs

Participants receive instruction on how to compose, arrange, and improvise music on the instrument of their choice: bass, drums, guitar, keyboards, or vocals. Participants are grouped based on age (“Sharps” are ages 8-12 and “Flats” are ages 13-18), Lesson plans are designed and implemented by instrument instructors, and include reading musical tablature; scales/chords; synchronization; technique; gear/instrument setup; warm-ups and tuning.

[EXAMPLE Instructor Schedule Below]

10:30 - 10:35 - Introductions and check-ins

10:35 - 10:40 - Create/affirm group agreements

10:40 - 10:55 - Strings, frets, and tuning

10:55 - 11:00 - Finger exercise/warm-up/stretch

11:00 - 11:10 - Power chords

11:10 - 11:20 - Reading and writing tabs - power chord focus

11:20 - 11:25 - BREAK

11:25 - 11:40 - Listen to and learn intro to “Cherry Bomb”;
discuss strumming patterns

11:40 - 11:55 - Everyone creates their own song part using
power chords and their own strumming pattern—individual play
time, followed by group sharing

11:55 - 12:00 - Clean-up

12:00-1pm Lunch Break & Outdoor Activities @ Snow Park

Includes breakout activities for youth to socialize and create positive connections with staff, adults, and peers.

1-2:30pm Loud Band Practice

Participants form bands of 4-5 individuals, based on age, skill level, and musical interest, and collaboratively write an original song with the support of mentors. Band Practices are facilitated by an adult mentor (the "Band Coach"), who provides instruction in song structure, composition, and lyric writing. Mentors lead youth to understand the importance and mechanics of collaboration, cooperation, and the commitment necessary to successfully function as a musical group: daily goals; healthy teamwork; verbal identification of skills as youth demonstrate them. Small class sizes allow students to receive individualized attention, facilitating dramatic growth in their musical skills.

2:30-3:30pm Quiet Band Practice

3:30-4:30pm Workshop @ Annex

Participants attend customized workshops in which they build technical skills; reflect on issues of identity, community, and representation; and examine the intersections between music and social change. Workshops are unified in their purpose of challenging gender stereotypes that typically discourage girls/gender-expansive youth agency and potential as creatives. Workshops Leaders provide conversational and hands-on learning, topics include: Gender Justice, Media Literacy, Self-Defense, Healthy Relationships, Screen-Printing, Image & Identity, and more.

4:30-5:15pm Afternoon Assembly/Dismissal

5:15-6PM Pick-up @ Annex

Band Photo Schedule (during outdoor break)

Elsa's band: Wednesday, July 28, 3-3:30pm

Izzy's band: Thursday, July 29, 3-3:30pm

Jenny's band: Friday, July 30, 3-3:30pm

Due on Friday by end of band practice:

Band name

Song title

Lyrics

Showcase is Last Saturday of camp

Runthrough 4:30-5:30pm

Showtime 5:30-6:30pm

Each band performs its original song at a culminating showcase for an audience of 500 friends, family, and fans. Showcases are an important opportunity for youth to interface and engage with their communities, who are able to witness diverse groups of girls/gender expansive youth sharing their new skills and inspiring musical expressions live on stage.

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2022

Site Name:	Malonga Casquelord Center for the Arts	21st Century Grant Funds for Lead Agency	ELOP	Lead Agency In-Kind Contributions
Site #:	n/a			
Lead Agency	Bay Area Girls Rock Camp			
# of summer students (ADA)	70			
# of summer program days	25			
Total 21st CCLC Grant Funds	\$53,445			
TOTAL CONTRACTED FUNDS		\$53,445		\$0

BOOKS AND SUPPLIES

4310	Supplies (Instrument repair; impermanent materials; printing; ear plugs, name tags)	\$3,800		
4310	Curriculum			
5829	Field Trips (fees, supplies)	\$1,500		
	Bus tickets for students			
	Rental bus for field trips			
	Meals and Snacks	\$700		
	Incentives	\$349		
	Family Showcase Venue Rental	\$800		
	Program Venue Rental	\$12,000		
	Total books and supplies	\$19,149		\$0

CONTRACTED SERVICES

5825	Site Coordinator (BAGRC Site Coordinator, Grace Iyer)	\$26,098		
5825	Enrichment Facilitators (54 total instructors, stipend, 7 funded by 21st Century Grant)	\$2,917		\$19,583
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)			
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)			
5825	Contracted OUSD Summer Teachers			
5825	Subcontractors (please list each specific subcontracting agency)			
5825	Professional Development	\$3,225		
5825	Employee benefits			\$19,536
5825				
5825				
5825				
	Total services	\$32,240		\$39,119

IN-KIND DIRECT SERVICES

	Insurance			\$4,500
	Training & Retention			\$6,000
	Telephone & Utilities			\$1,000
	Marketing & Outreach			\$1,000
	Total value of in-kind direct services			\$12,500

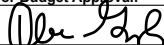
SUBTOTALS

	Subtotals DIRECT SERVICE	\$51,389		\$51,619
	Allowable lead agency admin (at 8% of contracted funds or less)	\$2,056		

TOTALS

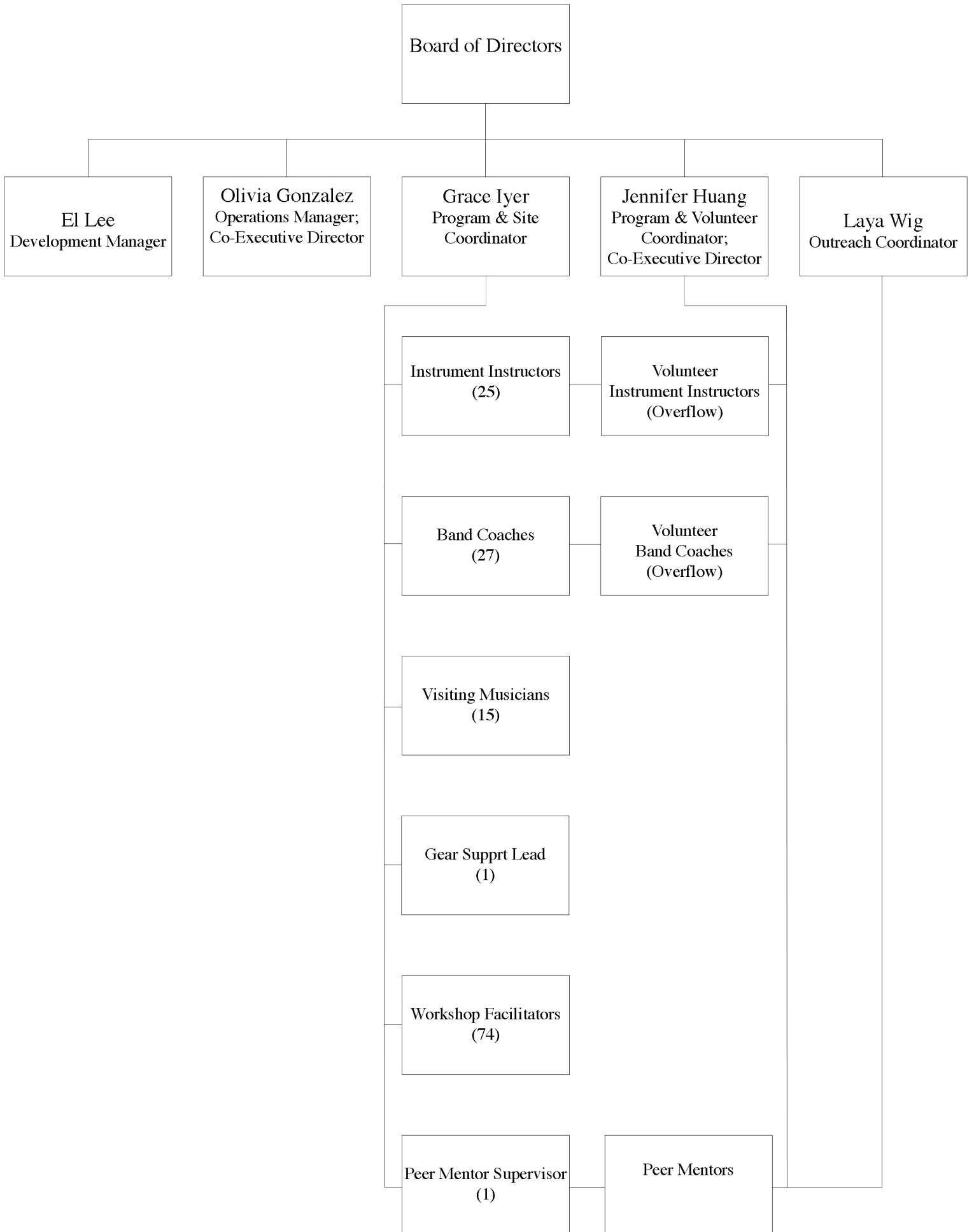
	Total budgeted per column	\$53,445		
	BALANCE remaining to allocate	\$0		

Required Signatures for Budget Approval:

Lead Agency:		Date:	12/09/2022
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Notes:

- Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.





Beneficial State Bank

2002 NE MLK Jr. Blvd., Portland, OR 97212

August 31, 2022

Page 1 OF 4

*****AUTO**ALL FOR AADC 945
30668 0.8470 AB 0.491 93 2 239
BAY AREA GIRLS ROCK CAMP
PO BOX 72213
OAKLAND CA 94612-8413

Managing Your Accounts

www.beneficialstatebank.com

Phone Number: 888-326-2265

Mailing Address: 2002 NE MLK Jr. Blvd.
Portland, OR 97212

beneficialstatebank.com/personal/contact-us

Interest Business Checking

Account Number 820002055 D

Statement Summary

Beginning Balance	7/29/22	12,283.19
Deposits/Credits	8 Credits	37,507.15
Checks/Debits	36 Debits	21,421.29
Interest Paid		2.25
Ending Balance	08/31/22	28,371.30

Credits/Deposits

Date	Amount	Description
8/02	197.59	220802P2 From Square Incl20
8/03	48.18	Bb Merchan From 44135St-M4D
8/04	1,884.18	Transfer From Paypal1021590
8/05	1,395.00	Regular Deposit
8/10	575.32	Bb Merchan From 44135St-M1P
8/12	33,320.00	Regular Deposit
8/18	19.22	Bb Merchan From 44135St-E4U
8/25	67.66	Bb Merchan From 44135St-X2H
8/31	2.25	Interest Deposited

Other Debits

Date	Amount	Description
8/02	147.00	Fee 986497 To Gusto/6Semjs8Od8U
8/03	16.11	Inst Xfer To Paypal/Zoomvideoco
8/04	82.54	Inst Xfer To Paypal/Jadaimani510
8/05	321.09	Rem 203550 To Gusto/6Semjs9Vj1H
8/05	2,045.21	Tax 203551 To Gusto/6Semjs9Vj19
8/05	6,687.89	Net 203549 To Gusto/6Semjs9Vj10
8/08	80.00	Qbooks Onl To 18004Intuit/6216979
8/08	200.00	Inst Xfer To Paypal/Dulcemeier467
8/09	46.47	Tax 256749 To Gusto/6Semjsa7Lnb
8/09	46.47	Tax 256742 To Gusto/6Semjsa7Ham
8/09	58.06	Tax 256749 To Gusto/6Semjsa7Or9



Member FDIC Equal Housing Lender

Beneficial State Bank is a certified B Corp committed to empowering people, serving the planet, and creating prosperity for all.

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BAY AREA GIRLS ROCK CAMP
 PO BOX 72213
 OAKLAND CA 94612

Page 2 of 4

Statement Date 8/31/22

Account Number 820002055 D

Other Debits

Date	Amount	Description
8/09	200.00	Net 256740 To Gusto/6Semjsa7H9R
8/09	200.00	Net 256740 To Gusto/6Semjsa7Ln2
8/09	250.00	Net 256747 To Gusto/6Semjsa7Oqm
8/16	677.36	Merchant Payment 0301 Alliance Member Servi -4590980 Ca 95060 8/16/22 2:33:46
8/17	50.00	Inst Xfer To Paypal/Harpistfrom
8/17	69.70	Tax 596159 To Gusto/6Semjsc12C3
8/17	300.00	Net 596157 To Gusto/6Semjsc12Bs
8/17	546.25	Sale To A Bookkeeping Co/Olivia Gonzalez
8/18	23.23	Tax 656845 To Gusto/6Semjsc9D45
8/18	34.84	Tax 610381 To Gusto/6Semjsc5Js0
8/18	46.47	Tax 610426 To Gusto/6Semjsc6Cgg
8/18	100.00	Net 610592 To Gusto/6Semjsc9D3D
8/18	150.00	Net 610379 To Gusto/6Semjsc5Jre
8/18	200.00	Net 610424 To Gusto/6Semjsc6Cp5
8/19	79.99	Merchant Payment 0301 Adobe Creative Cloud -8158 Ca 95110 8/19/22 10:59:56
8/19	46.47	Tax 747144 To Gusto/6Semjscp7Nr
8/19	200.00	Net 747036 To Gusto/6Semjscp7Nk
8/19	730.11	Rem 747197 To Gusto/6Semjscq50G
8/19	1,001.88	Tax 747198 To Gusto/6Semjscq4Up
8/19	3,999.00	Net 747196 To Gusto/6Semjscq4T7
8/25	14.15	Merchant Payment 0301 Usps Po 05550300 Oakl 8/25/22 14:42:02
8/25	451.00	Ar Invoice To Blackbaud Ar Ach/697997

Checks/Withdrawals

Check#	Date	Amount	Check#	Date	Amount	Check#	Date	Amount
4296	8/09	1,020.00	4297	8/10	100.00	4298	8/29	1,200.00



Beneficial State Bank is a certified B Corp committed to empowering people, serving the planet,
 and creating prosperity for all.

BAY AREA GIRLS ROCK CAMP
PO BOX 72213
OAKLAND CA 94612

Page 3 of 4

Statement Date 8/31/22

Account Number 820002055 D

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
Beginning Balance	12,283.19				
8/02	12,333.78	8/09	4,407.30	8/18	36,023.99
8/03	12,365.85	8/10	4,882.62	8/19	29,966.54
8/04	14,167.49	8/12	38,202.62	8/25	29,569.05
8/05	6,508.30	8/16	37,525.26	8/29	28,369.05
8/08	6,228.30	8/17	36,559.31	8/31	28,371.30

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BAY AREA GIRLS ROCK CAMP
PO BOX 72213
OAKLAND, CA 94612

DEPOSIT TICKET # 42957311

DATE 8/5/22

beneficial state bank

\$ 1395.00

#004297# *121182056# 0820002055# 009

\$1,395.00

8/5/2022

BAY AREA GIRLS ROCK CAMP
PO BOX 72213
OAKLAND, CA 94612

DEPOSIT TICKET # 42957311

DATE 8/12/22

beneficial state bank

\$ 33,320.00

#004298# *121182056# 0820002055# 009

\$33,320.00

8/12/2022

BAY AREA GIRLS ROCK CAMP
PO BOX 72213
OAKLAND, CA 94612

DEPOSIT TICKET # 4296

DATE 8/5/22

PAY TO THE ORDER OF Ted Dang Property

one thousand twenty and 00/100 \$ 1020.00

beneficial state bank

\$ 1,020.00

#004296# *121182056# 0820002055# 009

\$1,020.00

8/9/2022

4296

BAY AREA GIRLS ROCK CAMP
PO Box 72213
OAKLAND, CA 94612

DEPOSIT TICKET # 4297

DATE 8/5/22

PAY TO THE ORDER OF William Forain

one hundred and 00/100 \$ 100.00

beneficial state bank

\$ 100.00

#004297# *121182056# 0820002055# 009

\$100.00

8/10/2022

4297

BAY AREA GIRLS ROCK CAMP
PO Box 72213
OAKLAND, CA 94612

DEPOSIT TICKET # 4298

DATE 8/22/22

PAY TO THE ORDER OF Manix Incorporated

twelve hundred and 00/100 \$ 1,200.00

beneficial state bank

\$ 1,200.00

#004298# *121182056# 0820002055# 009

\$1,200.00

8/29/2022

4298





Beneficial State Bank

2002 NE MLK Jr. Blvd., Portland, OR 97212

July 29, 2022

Page 1 OF 4

*****AUTO**ALL FOR AADC 945
30402 0.8470 AB 0.491 87 2 247
BAY AREA GIRLS ROCK CAMP
PO BOX 72213
OAKLAND CA 94612-8413

Managing Your Accounts

www.beneficialstatebank.com

Phone Number: 888-326-2265

Mailing Address: 2002 NE MLK Jr. Blvd.
Portland, OR 97212

beneficialstatebank.com/personal/contact-us

Interest Business Checking

Account Number 820002055 D

Statement Summary

Beginning Balance	6/30/22	21,488.33
Deposits/Credits	10 Credits	29,157.89
Checks/Debits	49 Debits	38,364.90
Interest Paid		1.87
Ending Balance	07/29/22	12,283.19

Credits/Deposits

Date	Amount	Description
7/06	48.18	Bb Merchan From 44135St-A2F
7/07	29.37	Tax 884383 From Gusto6Semjs
7/08	5,000.00	Edi Pymnts From Tides Found
7/12	575.32	Bb Merchan From 44135St-Y5Q
7/12	22,350.15	Transfer From Paypal1021174
7/19	205.81	220719P2 From Square Incl20
7/21	610.00	Regular Deposit
7/26	85.30	220726P2 From Square Incl20
7/27	213.76	Bb Merchan From 44135St-C0A
7/29	40.00	Donation From Benevity Fund
7/29	1.87	Interest Deposited

Other Debits

Date	Amount	Description
7/05	16.11	Inst Xfer To Paypal/Zoomvideoco
7/05	99.00	Fee 840469 To Gusto/6Semjs2J9Fr
7/08	150.40	Merchant Payment 0301 Blue Shield Californi 93-6130 Ca 94105 7/07/22 19:37:20
7/08	22.85	Tax 023476 To Gusto/6Semjs3Qtqv
7/08	23.25	Tax 023476 To Gusto/6Semjs3Qul7
7/08	46.43	Tax 023476 To Gusto/6Semjs3Qsk5
7/08	46.47	Tax 023413 To Gusto/6Semjs3Pvl8
7/08	46.47	Tax 023413 To Gusto/6Semjs3Q09K



Member FDIC Equal Housing Lender

Beneficial State Bank is a certified B Corp committed to empowering people, serving the planet, and creating prosperity for all.

beneficialstatebank.com | 888-326-2265

BAY AREA GIRLS ROCK CAMP
 PO BOX 72213
 OAKLAND CA 94612

Page 2 of 4
 Statement Date 7/29/22

Account Number 820002055 D

Other Debits

Date	Amount	Description
7/08	46.47	Tax 023430 To Gusto/6Semjs3Q7Qt
7/08	92.94	Tax 023413 To Gusto/6Semjs3Pqlb
7/08	92.94	Tax 023413 To Gusto/6Semjs3Q3Bv
7/08	100.00	Net 023474 To Gusto/6Semjs3Qukc
7/08	127.31	Net 023474 To Gusto/6Semjs3Qtq4
7/08	200.00	Net 023411 To Gusto/6Semjs3Pvka
7/08	200.00	Net 023411 To Gusto/6Semjs3Q098
7/08	200.00	Net 023428 To Gusto/6Semjs3Q7Q7
7/08	200.00	Net 023474 To Gusto/6Semjs3Qsjt
7/08	383.44	Rem 023475 To Gusto/6Semjs3Qtrs
7/08	400.00	Net 023399 To Gusto/6Semjs3Pqkv
7/08	400.00	Net 023411 To Gusto/6Semjs3Q3Bq
7/08	1,004.59	Rem 023445 To Gusto/6Semjs3Qg4K
7/08	1,406.65	Tax 023446 To Gusto/6Semjs3Qg3S
7/08	5,058.29	Net 023444 To Gusto/6Semjs3Qg16
7/11	28.17	Merchant Payment 0301 Office Depot 00 Emery A 7/11/22 13:54:57
7/12	53.45	Merchant Payment 0301 Oakland Grocery Outle Nd Ca 94611 7/11/22 20:01:00
7/13	100.00	Inst Xfer To Paypal/Info
7/19	432.43	State Comp To State Comp Ins F/2P7Gg9G8M42U
7/20	79.99	Merchant Payment 0301 Adobe Creative Cloud -8158 Ca 95110 7/20/22 10:57:52
7/21	46.47	Tax 417480 To Gusto/6Semjs69L1E
7/21	200.00	Net 417475 To Gusto/6Semjs69L0V
7/22	23.23	Tax 518575 To Gusto/6Semjs6Pjhg
7/22	46.47	Tax 518547 To Gusto/6Semjs6P0Be
7/22	46.47	Tax 518541 To Gusto/6Semjs6P60A
7/22	46.47	Tax 518575 To Gusto/6Semjs6Pghi
7/22	46.47	Tax 518524 To Gusto/6Semjs6Ovro
7/22	100.00	Net 518573 To Gusto/6Semjs6Pjgs
7/22	200.00	Net 518539 To Gusto/6Semjs6P0B5
7/22	200.00	Net 518539 To Gusto/6Semjs6P5V5
7/22	200.00	Net 518573 To Gusto/6Semjs6Pgh8



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BAY AREA GIRLS ROCK CAMP
 PO BOX 72213
 OAKLAND CA 94612

Page 3 of 4

Statement Date 7/29/22

Account Number 820002055 D

Other Debits

Date	Amount	Description
7/22	200.00	Net 518522 To Gusto/6Semjs6Ovrk
7/22	988.23	Rem 518574 To Gusto/6Semjs6Pm7R
7/22	2,329.37	Tax 518723 To Gusto/6Semjs6Pm7M
7/22	7,210.57	Net 518573 To Gusto/6Semjs6Pm6R
7/26	80.00	Qbooks Onl To 18004Intuit/7435822
7/26	451.00	Ar Invoice To Blackbaud Ar Ach/687417

Checks/Withdrawals

Check#	Date	Amount	Check#	Date	Amount	Check#	Date	Amount
4291	7/07	1,020.00	4294*	7/21	13,612.50			
4292	7/13	60.00	4295	7/29	200.00			

* Indicates break in sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
Beginning Balance	21,488.33				
7/05	21,373.22	7/12	38,026.12	7/22	12,673.26
7/06	21,421.40	7/13	37,866.12	7/26	12,227.56
7/07	20,430.77	7/19	37,639.50	7/27	12,441.32
7/08	15,182.27	7/20	37,559.51	7/29	12,283.19
7/11	15,154.10	7/21	24,310.54		

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BAY AREA GIRLS ROCK CAMP
PO Box 72213
OAKLAND, CA 94612

DEPOSIT TICKET
MEMO #1111 CAS-11

DATE: 7/20/22

beneficial state bank

\$ 110.00

004294 *121182056* 0820002055*

\$610.00

7/21/2022

BAY AREA GIRLS ROCK CAMP
PO Box 72213
OAKLAND, CA 94612

DATE: 7/17/22

PAY TO THE ORDER OF: Ted Dang Properties
One thousand twenty and 00/100

\$ 1020.00

beneficial state bank

MEMO: Jan rent ca. 510

004291 *121182056* 0820002055*

\$1,020.00

7/7/2022

4291

BAY AREA GIRLS ROCK CAMP
PO Box 72213
OAKLAND, CA 94612

DATE: 7/13/22

PAY TO THE ORDER OF: Maria Benton
Sixty and 00/100

\$ 60.00

beneficial state bank

MEMO: 6/28/22 payment

004292 *121182056* 0820002055*

\$60.00

7/13/2022

4292

BAY AREA GIRLS ROCK CAMP
PO Box 72213
OAKLAND, CA 94612

DATE: 7/19/22

PAY TO THE ORDER OF: Malina Casveland Center
thirteen thousand six hundred twelve and 50/100

\$ 13,612.50

beneficial state bank

MEMO: 6/28/22 facility rental

004294 *121182056* 0820002055*

\$13,612.50

7/21/2022

4294

BAY AREA GIRLS ROCK CAMP
PO Box 72213
OAKLAND, CA 94612

DATE: 7/29/2022

PAY TO THE ORDER OF: EDUARDO VALDEZ-ARENAS
Two hundred 00/100

\$ 200.00

beneficial state bank

MEMO: 7/29/22

004295 *121182056* 0820002055*

\$200.00

7/29/2022

4295



Forms 990 / 990-EZ Return Summary

For calendar year 2019, or tax year beginning **09/01/19** , and ending **08/31/20**

26-0807690

Bay Area Girls Rock Camp

Net Asset / Fund Balance at Beginning of Year 48,011

Revenue

Contributions	<u>307,524</u>	
Program service revenue	<u>13,171</u>	
Investment income	<u>96</u>	
Capital gain / loss		
Fundraising / Gaming:		
Gross revenue	<u>9,871</u>	
Direct expenses		
Net income	<u>9,871</u>	
Other income	<u>0</u>	
Total revenue		<u>330,662</u>

Expenses

Program services	<u>162,333</u>	
Management and general	<u>57,673</u>	
Fundraising	<u>73,506</u>	
Total expenses		<u>293,512</u>
Excess / (deficit)		<u>37,150</u>

Changes -313

Net Asset / Fund Balance at End of Year 84,848

Reconciliation of Revenue

Total revenue per financial statements	
Less:	
Unrealized gains	
Donated services	
Recoveries	
Other	
Plus:	
Investment expenses	
Other	
Total revenue per return	<u><u>330,662</u></u>

Reconciliation of Expenses

Total expenses per financial statements	
Less:	
Donated services	
Prior year adjustments	
Losses	
Other	
Plus:	
Investment expenses	
Other	
Total expenses per return	<u><u>293,512</u></u>

Balance Sheet

	Beginning	Ending	Differences
Assets	<u>53,852</u>	<u>92,121</u>	
Liabilities	<u>5,841</u>	<u>7,273</u>	
Net assets	<u><u>48,011</u></u>	<u><u>84,848</u></u>	<u><u>36,837</u></u>

Miscellaneous Information

Amended return _____
 Return / extended due date 07/15/21
 Failure to file penalty _____

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2019, or fiscal year beginning 9/01, 2019, and ending 8/31, 20 20

u Do not send to the IRS. Keep for your records.
u Go to www.irs.gov/Form8879EO for the latest information.

2019

Department of the Treasury
Internal Revenue Service
Name of exempt organization

Bay Area Girls Rock Camp
Olivia Gonzalez
Co-Executive Directo

Employer identification number
26-0807690

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a, or 5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, or 5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b	330,662
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue , if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize **MarjTax Incorporated** to enter my PIN **72213** as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature } Date } **07/15/21**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

94197754110
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature } **Marjorie Williams-Jones** Date } **07/15/21**

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2019)

Form **990**
 (Rev. January 2020)
 Department of the Treasury
 Internal Revenue Service

Return of Organization Exempt From Income Tax
 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 for instructions and the latest information.

OMB No. 1545-0047
2019
 Open to Public Inspection

A For the 2019 calendar year, or tax year beginning 09/01/19, and ending 08/31/20

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <p align="center">Bay Area Girls Rock Camp</p> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <p>1305 Franklin Street Suite 510</p> City or town, state or province, country, and ZIP or foreign postal code <p>Oakland CA 94612</p>		D Employer identification number <p align="center">26-0807690</p>
	E Telephone number <p align="center">510-394-8647</p>		G Gross receipts\$ 330,662
	F Name and address of principal officer: <p>Olivia Gonzalez 1305 Franklin St. Suite 510 Oakland CA 94612</p>		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
	I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () t (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(c) Group exemption number u
J Website: u https://www.bayareagirlsrockcamp.org/			L Year of formation: 2007 M State of legal domicile: CA
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other u			

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: Bay Area Girls Rock Camp empowers girls through music, promoting an environment that fosters self-confidence, creativity and teamwork.		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	10
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	6
	5	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	47
	6	Total number of volunteers (estimate if necessary)	6	150
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
7b	Net unrelated business taxable income from Form 990-T, line 39	7b	0	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 204,008	Current Year 307,524
	9	Program service revenue (Part VIII, line 2g)	84,723	13,171
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		96
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		9,871
	12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	288,731	330,662
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		3,850
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	183,085	245,693
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	16b	Total fundraising expenses (Part IX, column (D), line 25) u	73,506	
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	128,214	43,969
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	311,299	293,512	
19	Revenue less expenses. Subtract line 18 from line 12	-22,568	37,150	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 53,852	End of Year 92,121
	21	Total liabilities (Part X, line 26)	5,841	7,273
	22	Net assets or fund balances. Subtract line 21 from line 20	48,011	84,848

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 <p align="center">Olivia Gonzalez</p> Type or print name and title	Date <p align="center">Co-Executive Directo</p>
	Print/Type preparer's name <p>Marjorie Williams-Jones</p> Preparer's signature <p>Marjorie Williams-Jones</p> Date <p>07/16/21</p> Check <input checked="" type="checkbox"/> if self-employed <input type="checkbox"/> if PTIN <p>P00564614</p>	
Paid Preparer Use Only	Firm's name } MarjTax Incorporated Firm's address } 3542 Fruitvale Ave Oakland, CA 94602-2327	Firm's EIN } 45-4570537 Phone no. } 510-482-6204

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:

Bay Area Girls Rock Camp empowers girls through music, promoting an environment that fosters self-confidence, creativity and teamwork.

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 \$ 48,841 including grants of \$) (Revenue \$)

Women's Rock Camp -- Women's Rock Camp is a compacted, week-long version of our regular Summer Camp, but for adults 19 and up. At WRC, campers attend workshops, learn to play an instrument of their choice, form a band, and write an original song. About 20-30 women attend WRC every year.

4b (Code:) (Expenses \$ 56,736 including grants of \$ 3,850) (Revenue \$)

Summer Camp - Bay Area Girls Rock Camp's summer program includes three 5-day long sessions, each ending with a live performance on the 6th day. At Summer Camp, campers attend workshops, learn to play an instrument of their choice, form a band, and write an original song. About 240 girls ages 8-18 attend BAGRC's Summer Camp each year.

4c (Code:) (Expenses \$ 56,756 including grants of \$) (Revenue \$)

Girls Rock After School Program - GRASP is a 10-week long after school program in which campers attend twice a week for 3 hours. This program ends with a live showcase. At GRASP, campers attend workshops, learn to play an instrument of their choice, form a band, and write an original song. About 35 girls ages 8-18 attend BAGRC's GRASP.

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses u 162,333

Part IV Checklist of Required Schedules

		Yes	No
1	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>	X	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	X	
3	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>		X
4	Section 501(c)(3) organizations. 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>		X
5	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>		X
6	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>		X
7	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>		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9	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>		X
10	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>		X
11	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.		
a	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>	X	
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>		X
c	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>		X
d	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>		X
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f	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>		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
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>		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
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>		X
15	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>		X
16	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>		X
17	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</i> (see instructions)		X
18	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>	X	
19	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>		X
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21	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>		X

Part IV Checklist of Required Schedules (continued)

		Yes	No
22	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>		X
23	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>		X
24a	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>		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. 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>		X
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>		X
26	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>		X
27	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>		X
28	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):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
b	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c	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>		X
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32	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>		X
33	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>		X
34	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>		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
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>		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37	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>		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

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
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

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

		Yes	No
2a	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 2a 47		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	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)?		X
b	If "Yes," enter the name of the foreign country u See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	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?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	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	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders 11a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.		
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 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O		
15	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.		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		X

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
1a	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.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	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?		X
3	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?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	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?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?	X	
9	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		X

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

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	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?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13		X
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done		
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	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?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	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 **u 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 **u**
Olivia Gonzalez **1305 Franklin St. Suite 510**
Oakland **CA 94612** **510-394-8647**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

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

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Arianna Cruz-Sellu Program and Outreach	30.00 0.00	X						38,923	0	5,356
(2) Olivia Gonzalez Co-Executive Director	24.00 0.00	X		X				34,312	0	0
(3) Jennifer Huang Co-Executive Director	18.00 0.00	X						26,570	0	2,352
(4) Grace Iyer Programs Site Coordinator	18.00 0.00	X						21,858	0	3,713
(5) Annie Yiling Wang Secretary	5.00 0.00	X		X				0	0	0
(6) Danika Rodriguez Treasurer	5.00 0.00	X		X				0	0	0
(7) El Lee Development Coordinator	30.00 0.00	X						0	0	0
(8) Hallie Chen Vice President	5.00 0.00	X		X				0	0	0
(9) Kendal Blum President (Interim)	5.00 0.00	X		X				0	0	0
(10)										
(11)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal							121,663		11,421	
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							121,663		11,421	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **u 0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **u 0**

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	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c	16,000				
	d Related organizations	1d					
	e Government grants (contributions)	1e	158,530				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	132,994				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f	u		307,524			
Program Service Revenue	2a Program Fees	Business Code	10,928	10,928			
	b Equipment Sales		2,000	2,000			
	c Misc Program Income		243	243			
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f	u		13,171			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)	u	96			96	
	4 Income from investment of tax-exempt bond proceeds	u					
	5 Royalties	u					
	6a Gross rents	(i) Real	(ii) Personal				
		6a					
		6b					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)	u					
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		7a					
		7b					
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
d Net gain or (loss)	u						
8a Gross income from fundraising events (not including \$ 16,000 of contributions reported on line 1c). See Part IV, line 18	8a	9,871					
	8b						
b Less: direct expenses	8b						
c Net income or (loss) from fundraising events	u		9,871			9,871	
9a Gross income from gaming activities. See Part IV, line 19	9a						
	9b						
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities	u						
10a Gross sales of inventory, less returns and allowances	10a						
	10b						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory	u						
Miscellaneous Revenue	11a	Business Code					
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d	u					
12 Total revenue. See instructions	u		330,662	13,171	0	9,967	

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
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	3,850	3,850		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	133,083	98,771	34,312	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	82,406	27,375	2,121	52,910
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	9,860	3,459	403	5,998
10 Payroll taxes	20,344	12,328	3,263	4,753
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	2,967		2,880	87
d Lobbying				
e Professional fundraising services. See Part IV, line 7				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	14,300	9,476		4,824
12 Advertising and promotion				
13 Office expenses	4,511	348	1,630	2,533
14 Information technology	1,891	968	892	31
15 Royalties				
16 Occupancy	12,144		12,144	
17 Travel	36	36		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	4,452	2,054	28	2,370
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	3,668	3,668		
24 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.)				
a				
b				
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	293,512	162,333	57,673	73,506
26 Joint costs. 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
Assets	1 Cash—non-interest-bearing	80,754	1	93,585
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	-26,619	4	-236
	5 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		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 268		
	b Less: accumulated depreciation	10b	268	10c 268
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	-551	15	-1,496
16 Total assets. Add lines 1 through 15 (must equal line 33)	53,852	16	92,121	
Liabilities	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 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		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 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	5,841	25	7,273
	26 Total liabilities. Add lines 17 through 25	5,841	26	7,273
	Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.		
27 Net assets without donor restrictions		48,011	27	84,848
28 Net assets with donor restrictions			28	
Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.				
29 Capital stock or trust principal, or current funds			29	
30 Paid-in or capital surplus, or land, building, or equipment fund			30	
31 Retained earnings, endowment, accumulated income, or other funds			31	
32 Total net assets or fund balances		48,011	32	84,848
33 Total liabilities and net assets/fund balances	53,852	33	92,121	

Part XI Reconciliation of Net Assets

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	330,662
2	Total expenses (must equal Part IX, column (A), line 25)	2	293,512
3	Revenue less expenses. Subtract line 2 from line 1	3	37,150
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	48,011
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	-313
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	84,848

Part XII Financial Statements and Reporting

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

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" 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.		
2a	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		X
2b	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 type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	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.		
3a	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?		
3b	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)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

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

u Attach to Form 990 or Form 990-EZ.

u Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization Bay Area Girls Rock Camp	Employer identification number 26-0807690
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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 1/3% 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 1/3% 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)						
Total						

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) u	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	177,586	145,694	162,424	204,008	307,524	997,236
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	177,586	145,694	162,424	204,008	307,524	997,236
5 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)						23,512
6 Public support. Subtract line 5 from line 4.						973,724

Section B. Total Support

Calendar year (or fiscal year beginning in) u	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	177,586	145,694	162,424	204,008	307,524	997,236
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	39	24	51		96	210
9 Net income from unrelated business activities, whether or not the business is regularly carried on	26,818	31,344	45,104	40,070	8,871	152,207
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)		13		152		165
11 Total support. Add lines 7 through 10						1,149,818
12 Gross receipts from related activities, etc. (see instructions)					12	368,979
13 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 <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	84.69 %
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	96.70 %
16a 33 1/3% support test—2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>		
b 33 1/3% support test—2018. 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 stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2019. 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 stop here. 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 10%-facts-and-circumstances test—2018. 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 stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. 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
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 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						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
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						
c Add lines 7a and 7b						
8 Public support. (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
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (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

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

Section D. Computation of Investment Income Percentage

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

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>		
b 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>		
c 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>		
b 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>		
c 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>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. 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>		
b 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>		
c 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>		
b 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)

- 11 Has the organization accepted a gift or contribution from any of the following persons?
 - a 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 A family member of a person described in (a) above?
 - c A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1 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? *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.*
- 2 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? *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.*

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1 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)? *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).*

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1 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?
- 2 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? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*
- 3 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? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*

	Yes	No
1		
2		
3		

Section E. Type III Functionally-Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
 - a The organization satisfied the Activities Test. *Complete line 2 below.*
 - b The organization is the parent of each of its supported organizations. *Complete line 3 below.*
 - c The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

2 Activities Test. Answer (a) and (b) below.

- a 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? *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.*
- 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? *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.*
- 3 Parent of Supported Organizations. Answer (a) and (b) below.
 - a 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? *Provide details in Part VI.*
 - b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*

	Yes	No
2a		
2b		
3a		
3b		

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.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	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)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<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).		

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

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required-explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Part VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Part II, Line 10 - Other Income Detail

Other Income **\$ 165**

Schedule B
 (Form 990, 990-EZ,
 or 990-PF)
 Department of the Treasury
 Internal Revenue Service

Schedule of Contributors

OMB No. 1545-0047

2019

u Attach to Form 990, Form 990-EZ, or Form 990-PF.
u Go to *www.irs.gov/Form990* for the latest information.

Name of the organization Bay Area Girls Rock Camp	Employer identification number 26-0807690
---	---

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

- 501(c)(**3**) (enter number) organization
- 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
- 527 political organization

Form 990-PF

- 501(c)(3) exempt private foundation
- 4947(a)(1) nonexempt charitable trust treated as a private foundation
- 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

Bay Area Girls Rock Camp

Employer identification number

26-0807690

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	California Arts Council 1300 I Street, Suite 930 Sacramento CA 95814	\$ 16,200	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	Weston Radomski 73 Cushting Avenue San Rafael CA 94903	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Adam D'Augelli 2 Townsend Street, Apt 1-912 San Francisco CA 94107	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	The Horner Foundation 110 South Front Street, Apt PH Philadelphia PA 19106	\$ 25,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	City of Oakland 1 Frank Ogawa Plaza Oakland CA 94612	\$ 93,300	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	Tides Foundation P O Box 399389 San Francisco CA 94139-9389	\$ 33,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization **Bay Area Girls Rock Camp** Employer identification number **26-0807690**

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	Walter and Elise Haas Fund One Lombard Street, Suite 305 San Francisco CA 94111	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	The Clorox Company Foundation Fund 200 Frank Ogawa Plaza Oakland CA 94612	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	Beneficial State Bank SBA PPP Forgiven Loans 1438 Webster St #100 Oakland CA 94612	\$ 49,030	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
10	The Benevity Community Impact Fund 700, 611 Meredith Road NE Calgary T2E 2W5	\$ 8,370	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

u Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

u Attach to Form 990.

u Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

Employer identification number

Bay Area Girls Rock Camp

26-0807690

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items., 1b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X, 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a** Public exhibition
 - b** Scholarly research
 - c** Preservation for future generations
 - d** Loan or exchange program
 - e** Other
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|--|-----------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

- | | (a) Current year | (b) Prior year | (c) Two years back | (d) Three years back | (e) Four years back |
|---|------------------|----------------|--------------------|----------------------|---------------------|
| 1a Beginning of year balance | | | | | |
| b Contributions | | | | | |
| c Net investment earnings, gains, and losses | | | | | |
| d Grants or scholarships | | | | | |
| e Other expenditures for facilities and programs | | | | | |
| f Administrative expenses | | | | | |
| g End of year balance | | | | | |
- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a** Board designated or quasi-endowment **u**
 - b** Permanent endowment **u**
 - c** Term endowment **u**
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|---------------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
- b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		268		268
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) **u** **268**

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) u		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) u		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) u	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Payroll Liabilities	7,333
(3) Other Liabilites	-60
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) u	7,273

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

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

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

Bay Area Girls Rock Camp

Employer identification number

26-0807690

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		<u>Spring Fundrais</u>		<u>None</u>	(add col. (a) through col. (c))
		(event type)	(event type)	(total number)	
Revenue	1 Gross receipts	25,871			25,871
	2 Less: Contributions	16,000			16,000
	3 Gross income (line 1 minus line 2)	9,871			9,871
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses				
	10 Direct expense summary. Add lines 4 through 9 in column (d)				
11 Net income summary. Subtract line 10 from line 3, column (d)				9,871	

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
6 Volunteer labor	<input type="checkbox"/> Yes % <input type="checkbox"/> No %	<input type="checkbox"/> Yes % <input type="checkbox"/> No %	<input type="checkbox"/> Yes % <input type="checkbox"/> No %		
7 Direct expense summary. Add lines 2 through 5 in column (d)					
8 Net gaming income summary. Subtract line 7 from line 1, column (d)					

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No

b If "Yes," explain:

- 11 Does the organization conduct gaming activities with nonmembers? Yes No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No
- 13 Indicate the percentage of gaming activity conducted in:
- | | | |
|-------------------------------|-----|---|
| a The organization's facility | 13a | % |
| b An outside facility | 13b | % |
- 14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name **u**

Address **u**

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No
- b If "Yes," enter the amount of gaming revenue received by the organization **u** \$ and the amount of gaming revenue retained by the third party **u** \$
- c If "Yes," enter name and address of the third party:

Name **u**

Address **u**

16 Gaming manager information:

Name **u**

Gaming manager compensation **u** \$

Description of services provided **u**

- Director/officer Employee Independent contractor

17 Mandatory distributions:

- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year **u** \$

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

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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.

u Attach to Form 990 or 990-EZ.
u Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization

Bay Area Girls Rock Camp

Employer identification number

26-0807690

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

The 990 is reviewed by selected members of the Board of Directors and then distributed to all Board Members prior to filing.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

The Board of Directors decide the salary and benefits of the all managers of the agency. The Board, which includes independent members, has assessed fair and equitable compensation based on compensation of managers of agencies of similar size, field and location to the agency.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

Governing documents are available upon written request to the agency.

Form 990, Part XI, Line 9 - Other Changes in Net Assets Explanation

Prior Year Adjustment \$ -313

Federal Statements

Taxable Interest on Investments

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
Bank Interest	\$ 96		14			
Total	<u>\$ 96</u>					

Federal Statements**Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)**

<u>Description</u>	<u>Total Expenses</u>	<u>Program Service</u>	<u>Management & General</u>	<u>Fund Raising</u>
Artists Fees	\$ 7,963	\$ 7,963	\$	\$
Artists Fees - Volunteer Stip	1,513	1,513		
Donor Database Fees	4,824			4,824
Total	<u>\$ 14,300</u>	<u>\$ 9,476</u>	<u>\$ 0</u>	<u>\$ 4,824</u>

Federal Statements

Schedule A, Part II, Line 1(e)

Description	Amount
Individual Donations	\$ 5,592
Business Donations	8,985
Appeal Donations	22,747
Foundation Grants (non-B)	4,300
California Arts Council Cash Contribution	16,200
Adam D'Augelli Cash Contribution	5,000
The Horner Foundation Cash Contribution	25,000
City of Oakland Cash Contribution	93,300
Tides Foundation Cash Contribution	33,000
Walter and Elise Haas Fund Cash Contribution	10,000
The Clorox Company Foundation Fund Cash Contribution	10,000
Beneficial State Bank Cash Contribution	49,030
The Benevity Community Impact Fund Cash Contribution	8,370
Spring Fundraiser Cash Contribution	16,000
Total	<u>\$ 307,524</u>

Federal Statements**Schedule A, Part II, Line 5 - Excess Gifts**

<u>Donor Name</u>	<u>Total</u>	<u>Excess</u>
Beth Jacobs	\$ 10,000	\$
Kathryn Radomski	10,000	
Spotify USA	10,000	
Maverick Capital Foundation	5,000	
The Barrios Trust	12,500	
Clorox Company Foundation	37,500	14,504
The Sam Mazza Foundation	14,500	
Walter & Elise Haas Foundation	30,000	7,004
Stephen Radomski	5,838	
Adobe Foundation	20,025	
Gould Family Foundation	5,000	
Weston Radomski	10,000	
Adam D'Augelli	10,000	
The Horner Foundation	25,000	2,004
Total	\$ <u>205,363</u>	\$ <u>23,512</u>

Federal Statements

Schedule A, Part II, Line 8(e)

<u>Description</u>	<u>Amount</u>
Bank Interest	\$ 96
Total	\$ <u>96</u>

Schedule A, Part II, Line 9(e)

<u>Description</u>	<u>Amount</u>
Spring Fundraiser	\$ 9,871
Less: Deductions	<u>-1,000</u>
Total	\$ <u>8,871</u>

Bay Area Girls Rock Camp

Profit and Loss

September 2021 - August 2022

	TOTAL
Income	
3005 Individual Donations	9,735.00
3030 Business Donations	11,563.81
3040 Appeal Donations	34,745.69
Total 3005 Individual Donations	56,044.50
3010 Foundation Grants	137,700.00
3020 Government Grants	41,762.50
3035 Fundraising Events	
3505 Admissions	732.00
3510 Concessions	381.00
3515 Spring Fundraiser Donations	788.00
Total 3035 Fundraising Events	1,901.00
3525 Program Fees	-1,145.00
Sales of Product Income	20.00
Services	1,380.06
Uncategorized Income	216.11
Total Income	\$237,879.17
Cost of Goods Sold	
5000 Cost of Goods Sold	0.00
Total Cost of Goods Sold	\$0.00
GROSS PROFIT	\$237,879.17
Expenses	
8000 Personnel and Services	
8025 Professional Fees	2,802.50
8030 Payroll Expenses	
8031 Staff Wages	118,484.80
8032 Taxes	11,017.40
8033 Reimbursements	3,511.40
8034 Fees	1,557.04
8036 Medical Benefits	5,069.27
8037 Artist Fees	12,135.65
8038 Artist Fees Payroll Tax	1,308.69
Total 8037 Artist Fees	13,444.34
Total 8030 Payroll Expenses	153,084.25
Total 8000 Personnel and Services	155,886.75
8100 Operating Expense	
8105 Admin Space Rental	7,140.00
8115 Insurance Fees	2,450.78
8120 Memberships/Registrations	518.03
8125 Office Supplies	2,952.14

Bay Area Girls Rock Camp

Profit and Loss

September 2021 - August 2022

	TOTAL
8130 Communication	1,239.53
8135 General Printing and Copying	380.67
8146 Professional Development	115.44
8150 Hospitality/Receptions/Food	27.99
8155 Donor Database Fees	4,244.38
8156 Donor Database Transaction Fees	681.02
Total 8155 Donor Database Fees	4,925.40
8160 Licenses/Permits/Org Costs	20.00
8170 Events & Campaigns	50.00
8171 End of Year Appeal	2,874.76
Total 8170 Events & Campaigns	2,924.76
Total 8100 Operating Expense	22,694.74
8200 Program Expense	
8201 Financial Aid	25.00
8202 Equipment	537.49
8205 Event Space Rental	3,600.00
8210 Camper Food	288.07
8211 Volunteer Training & Retention	17.09
Total 8200 Program Expense	4,467.65
Interest	0.00
PayPal Fees	43.31
Payroll Expenses	729.00
QuickBooks Payments Fees	98.58
Uncategorized Expense	-20.00
Total Expenses	\$183,900.03
NET OPERATING INCOME	\$53,979.14
Other Income	
7015 Interest Income	17.92
Total Other Income	\$17.92
NET OTHER INCOME	\$17.92
NET INCOME	\$53,997.06

Table 1

BAY AREA GIRLS ROCK CAMP: AGENCY BUDGET (FY SEPT 2022- AUGUST 2023)			
Revenue		Total	
Program Fees		64,875	
California Arts Council		59,000	
Foundation Grants Goal		96,000	
Individual Donations (Rock Prom + Appeal)		75,000	
Business Donations		15,000	
Equipment Sales		3,000	
Events		6,000	
Total Revenue		318,875	
Expenses		Total	
Salaries		164,850	
Health Insurance		19,536	
Artist Fees		22,500	
Financial Aid		32,500	
Events & Campaigns		5,000	
Marketing & Outreach		1,000	
Rent		35,460	
Supplies		4,290	
Music Equipment		1,500	
Merchandise		1,500	
Mentor Training & Retention		6,000	
Professional Development		3,100	
Donor Database & Transaction Fees		6,912	
Telephone & Utilities		2,000	
Insurance		4,500	
Professional Fees		2,500	
Total Expenses		313,148	
<i>Revenue Over/Under Expenses</i>		<i>5,727</i>	
Budget Notes			

Program Fees represents full enrollment with all participants paying full price. However, youth programs are offered on a sliding scale starting at \$0 and the majority of participants receive need-based financial aid (subtracted in Expenses).

**BAY AREA GIRLS ROCK CAMP: FY 22-23 PROJECT BUDGET (GRASP +
SUMMER CAMP)**

Revenue	TOTAL
Program Fees	64,875
Grants	130,000
Events	4,000
Business Donations	15,000
Equipment Sales	3,000
Total Revenue	216,875
Expenses	TOTAL
Salaries	105,269
Health Insurance	12,257
Artist Fees	22,500
Financial Aid	32,500
Marketing & Outreach	1,000
Rent	22,500
Supplies	2,790
Music Equipment	1,500
Merchandise	1,500
Mentor Training & Retention	6,000
Professional Development	1,600
Telephone & Utilities	1,000
Insurance	4,500
Consultant Fees	1,100
Total Expenses	216,016
<i>Revenue Over/Under Expenses</i>	<i>859</i>

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

DEPARTMENT OF THE TREASURY

Date:

MAY 06 2009

BAY AREA GIRLS ROCK CAMP
PO BOX 22469
OAKLAND, CA 94609-2009

Employer Identification Number:
26-0807690
DLN:
609110044
Contact Person:
DEL TRIMBLE ID# 31309
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:
July 24, 2007
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)

BAY AREA GIRLS ROCK CAMP

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, looped initial "R".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC



BAY AREA GIRLS ROCK CAMP
MUSIC | COMMUNITY | POWER
www.BayAreaGirlsRockCamp.org



PO Box 72213
Oakland, CA 94612
510.267.1808

Letter of Agreement

Bay Area Girls Rock Camp is a 501(c)(3) nonprofit organization that empowers young people through music, promoting an environment that fosters self-confidence, creativity and teamwork. Our camp centers the experiences of girls, trans and/or non-binary youth in our explicit commitment to gender justice and creating an inclusive environment that supports a wide range of marginalized gender identities and expressions.

The applicant certifies that they have the approval of the organization's Board of Directors or other governing body; that all information contained herein is accurate or represents a reasonable estimate of operations based on data available at the time of submission; that the organization is willing and able to perform the commitments contained within the application; that there are no misstatements or misrepresentations contained herein or in any attachments; and is aware that modification of the proposal at any point may require a contract amendment, rescinding of grant award or cancellation of contract.

Olivia Gonzalez
Executive Director
(510) 267-1808
olivia@bayareagirlsrockcamp.org
PO BOX 72213
Oakland, CA 94612



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510.267.1808

Letter of Reference

Kendal Blum, Board President (Health & Stability). RN, MSN Candidate, USF; local musician and band member

As a drum instructor, band coach, board member, and supportive organizer of our peer mentors (our leadership core of camper-aged counselors) at BAGRC over the last seven years I've watched a new generation of Bay Area musicians grow up and lend their Rock Camp influenced vision, talent, and leadership to our music scenes here and around the country. These days in addition to teaching drum students and supporting new bands at camp, I'm also organizing fundraisers and festivals with bands of former campers and training our own youth as facilitators and conflict mediators. Though no longer of camper age we are still working together with our youth to develop interpersonal, creative, and professional skills that they can contribute to their communities and give back to Rock Camp. We have former students running all-ages venues, being hired to provide anti-oppression and liberatory practices trainings, and leading our organization as staff members. BAGRC's mission of youth empowerment through music education has raised a generation of young people who are grounded in their own self-worth and connection to community and are carrying the tools of Rock Camp far beyond our summer and winter sessions. As BAGRC's work continues under the guidance of our own former campers, together we are actualizing our vision of a world of interconnection and care where our youth are supported and their voices are amplified.

– Kendal Blum

November, 2022

**Job Announcement:
Program & Site Coordinator at Bay Area Girls Rock Camp**

Bay Area Girls Rock Camp (BAGRC) is a nonprofit organization that empowers girls through music education, creation, and performance. We offer a space where girls can express themselves through music and collaborate in a supportive environment. At BAGRC, girls build confidence as they develop skills that help them shine on stage and everywhere in their lives. Our year-round programs serve a community that is diverse in terms of race, ethnicity, socioeconomic background, sexual orientation, gender identity, ability, and neighborhood. We are cultivating a new generation of skilled and confident young women, and encouraging them to find their unique voices, challenge gender stereotypes, and follow their creative passions.

Our office and programs are located in Downtown Oakland. Please take a look at our website, www.bayareagirlsrockcamp.org, to read more about our work. You can also watch a 5-minute documentary clip at <http://vimeo.com/102138855>.

JOB DESCRIPTION

We are a community of youth advocates, educators, music lovers, and musicians who are dedicated to the transformative power of creative expression. Join our dynamic and hard-working team and help make a difference in the lives of local youth!

The Program & Site Coordinator is responsible for program coordination, facilitation, and supervision for all of our programs (Girls Rock After School Program, Summer Camp and Women's Rock Camp, Practice Space, & Off-site programming). BAGRC is a young and growing organization, and offers lots of opportunities for exploring new ideas in programming.

The Program & Site Coordinator is a member of the BAGRC staff collective. BAGRC's organizational structure is non-hierarchical and we work in a collaborative fashion. Staff members are accountable to each other, and to the Board of Directors.

GENERAL STAFF RESPONSIBILITIES:

- Support ongoing organizational development through regular visioning meetings, strategic planning, and trainings.
- Participate in staff development activities via regular staff meetings, occasional trainings, and teamwork meetings.
- Support the Board of Directors and attend Board and committee meetings.
- Represent the organization in community settings as needed.
- Be available to work additional hours during Summer Camp weeks.
- Assist in coordinating fundraising and community events
- Assist with coordinating gear donations and management
- Additional duties, as needed.

PRIMARY RESPONSIBILITIES OF THE PROGRAM & SITE COORDINATOR:

Program Design & Implementation

- Collaborate with staff on program and curriculum development and implementation
- Manage logistics for programs: daily schedules, workshops, lunchtime performances, and showcases

- This includes booking and coordinating facilitators, performers, and venues, etc.
- Coordinate facility use, gear, and program materials
- Lead full camp assemblies and group activities
- Communicate with parents and caregivers
- Work with staff to coordinate campers and volunteers during program weeks
- Partner with staff to develop, distribute, and analyze program evaluations; collect data for reporting
- Explore opportunities for taking the programs in new directions, such as developing partnerships with other organizations, expanding and diversifying our workshop and program offerings, etc.

Volunteer Recruitment & Management

- Observe and assist volunteers as needed in instrument classes, band practices and workshops
- Facilitate daily volunteer meetings during programs

REQUIRED QUALIFICATIONS

- Commitment to furthering our mission of empowering self-identified girls, women, and gender expansive youth and adults.
- Experience working with diverse groups of youth and their families (2+ years preferred)
- Experience developing and delivering youth programming
- Experience playing one or more of the instruments offered at our programs (bass, drums, guitar, keyboards, vocals).
 - Willingness to learn the basics (set up and troubleshooting) of all of our instruments.
- Strong written and verbal communication skills or the desire to grow in this area.
- Experience in public speaking and leading large groups.
- Highly organized with strong attention to detail
- Ability to multi-task and meet competing and strict timelines
- Proficiency with email, Google Docs and Excel spreadsheets and social media
- Ability to lift and move gear up to 50 lbs
- Ability to work at a computer for significant periods of time
- Comfortable in an environment with frequent interruptions and short deadlines, and at times a high degree of pressure

DESIRED QUALIFICATIONS

- Experience with BAGRC or another girls rock camp organization
- Experience with or commitment to challenging white supremacist structures within our field of work (and beyond), including but not limited to an understanding of decolonization
- Experience and comfort with playing one or more instruments (traditionally or non-traditionally) and troubleshooting gear
- Background in youth development
- Experience in program evaluation
- Experience training and/or supporting volunteers
- High level of self-motivation, creativity, and openness to learning
- Experience in working in non-hierarchical environments, with the ability to work accountably both independently and as part of a team
- Commitment to open and direct communication
- Demonstrated commitment to self-care and personal sustainability
- Language fluency other than english is a plus

- Flexible, creative thinker with a sense of humor

STATUS:

- Time Commitment: Candidates who can commit at least 2 years minimum to working on staff are strongly preferred.
- 18 hours per week year round with 40+ hours per week during the summer. Schedule is somewhat flexible outside of program dates; includes some weekday evening hours during after-school program sessions, occasional weekend hours for community events and fundraisers, as well as additional hours during summer camp sessions.
- Pay rate for all BAGRC staff collective members is \$21.50/hour with partially covered health benefits (medical and dental) for part-time staff, plus paid holidays, vacation and sick time.
- Preferred start date: Be able to train during summer camp. Flexible start date for the right candidate.
- Place of employment: BAGRC Office, 1305 Franklin St, Oakland and other downtown Oakland program locations.

BAGRC strives to cultivate a staff that reflects the diverse communities we serve. People of color, women, LGBTQQ people and those who have grown up in the Bay Area are encouraged to apply.

**Job Announcement:
Instrument Instructor at Bay Area Girls Rock Camp**

Bay Area Girls Rock Camp (BAGRC) is a nonprofit organization that empowers girls through music education, creation, and performance. We offer a space where girls can express themselves through music and collaborate in a supportive environment. At BAGRC, girls build confidence as they develop skills that help them shine on stage and everywhere in their lives. Our year-round programs serve a community that is diverse in terms of race, socioeconomic background, sexual orientation, ability, and neighborhood. We are cultivating a new generation of skilled and confident young women, and encouraging them to find their unique voices, challenge gender stereotypes, and follow their creative passions.

Our office and programs are located in Downtown Oakland. Please take a look at our website, www.bayareagirlsrockcamp.org, to read more about our work. You can also watch a 5-minute documentary clip at <http://vimeo.com/102138855>.

JOB DESCRIPTION

We are a community of youth advocates, educators, music lovers, and musicians who are dedicated to the transformative power of creative expression. Join our dynamic and hard-working team and help make a difference in the lives of local youth!

Our instructor base is a large and growing network of musicians, artists, educators, youth advocates, friends, family members, and more! Bay Area Girls Rock Camp depends on instrument instructors to keep programs running, with a variety of positions to fit your interests, skills and availability.

Our campers reflect the rich diversity of the Bay Area; they come from a wide range of identities, neighborhoods and socio-economic backgrounds; two-thirds are BIPOC. We strive to create a board, staff and instructor base that reflects this diversity, and strongly encourage BIPOC, self-identified women, trans, and gender non-binary people to volunteer.

Bay Area Girls Rock Camp is primarily led by and for women, girls, trans, and non-binary people. We value diversity, inclusion, and sensitivity towards all individuals. We welcome the support of cis-male-identified allies, and expects those who would like to volunteer to respect the importance of leadership by women, trans and non-binary people.

GENERAL RESPONSIBILITIES:

- Daily lesson planning on a variety of instruments (piano, guitar, keyboard, bass, vocals/mic)
- Tracking development of individual students on their instrument, personal development, and otherwise
- Curriculum development in collaboration with our Program Coordinators
- Additional duties, as needed.

PRIMARY RESPONSIBILITIES OF THE PROGRAM & VOLUNTEER COORDINATOR:

Curriculum Design & Implementation

- Creating daily lesson plans that meet the needs of diverse student populations, with a variety of skill levels
- Collaborate with staff on program and curriculum development and implementation
- Adhere to daily schedules, workshops, lunchtime performances, and showcases, and providing support to students where needed
- Lead classrooms with team-teaching, interactivity, technique and experimentation
- Communicate with parents and caregivers
- Work with staff to coordinate school attachment and wrap around support for high priority youth
- Partner with staff to collect data for reporting
- Accomplishing group lesson cohesion for varying skillsets and diverse student needs

REQUIRED QUALIFICATIONS

- Commitment to furthering our mission of empowering girls and women
- Instructional Aide requirement in alignment with OUSD standards or 48 unit college equivalent
- Experience teaching music lesson plans with diverse groups of youth and their families (2+ years)
- Experience developing and delivering youth programming
- Expertise in playing one or more of the instruments offered at our programs (bass, drums, guitar, keyboards, vocals)
- Familiarity with VARK learning styles
- Strong written and verbal communication skills
- Experience in public speaking and leading large groups
- Highly organized with strong attention to detail
- Ability to multi-task and meet competing and strict timelines
- Proficiency with email, Google Docs and Excel spreadsheets and social media
- Ability to lift and move gear up to 50 lbs.
- Ability to work at a computer for significant periods of time
- Comfortable in an environment with frequent interruptions and short deadlines, and at times a high degree of pressure

DESIRED QUALIFICATIONS

- Familiarity with BAGRC or another girls rock camp organization
- Background in youth development
- Experience in program evaluation
- Experience training and/or supporting volunteers
- High level of self-motivation, creativity, and openness to learning
- Experience in working in non-hierarchical environments, with the ability to work accountably both independently and as part of a team
- Commitment to open and direct communication
- Demonstrated commitment to self-care and personal sustainability
- Spanish language skills a plus
- Flexible, creative thinker with a sense of humor

STATUS:

- 30 hours per week. Schedule is somewhat flexible; includes some weekday evening hours during after-school program sessions, occasional weekend hours for community events and fundraisers, as well as additional hours during summer camp sessions.
- Pay rate for all BAGRC staff collective members is \$18.50/hour with fully covered health benefits (medical and dental), plus paid holidays, vacation and sick time.

- Preferred start date: 5/18/15
- Place of employment: BAGRC Office, 610 16th St, Oakland and other downtown Oakland program locations.

TO APPLY:

- Please submit cover letter and resume to resumes@bayareagirlsrockcamp.org
- Application deadline: 3/25/22

BAGRC strives to cultivate a staff that reflects the diverse communities we serve. People of color, women, LGBTQQ people and those who have grown up in the Bay Area are encouraged to apply.



Statement of Qualifications

Bay Area Girls Rock Camp is a 501(c)(3) nonprofit organization that empowers young people through music, promoting an environment that fosters self-confidence, creativity and teamwork. Our camp centers the experiences of girls, trans and/or non-binary youth in our explicit commitment to gender justice and creating an inclusive environment that supports a wide range of marginalized gender identities and expressions.

BAGRC challenges gender stereotypes, encourages collaboration and tolerance among peers, and provides a comfortable space for people of all backgrounds to express themselves. Through music lessons, workshops, group activities, and performances, rock campers acquire skills that help guide them throughout their lives.

The inspiration to start Bay Area Girls Rock Camp (BAGRC) came from Portland, Oregon, home of the Rock 'n' Roll Camp for Girls, the first youth program of its kind with the vision of empowering girls through cultivating a feminist space in the arts. After volunteering at RNRC4G, our founding organizers decided to bring a similar camp to the Bay Area – and, in July 2008, our inaugural summer camp crashed, banged, shredded and wailed at the Julia Morgan School for Girls in Oakland with 65 girls, 40 volunteers, and a sold-out showcase at Bottom of the Hill. In 2015, BAGRC launched a Peer Mentorship program, promoting youth leadership with paid positions for returning teenage participants, who assist in program design and delivery. And, by 2017, enrollment increased 333% with over 2,200 youth building musical skills, finding their strengths, and challenging gender stereotypes in yearly programs: Girls Rock After School (GRASP), a 10-week after school program; Girls Rock Summer Camp, a 3-week summer program; and Adult Rock Camp, for parents and youth ages 18-25.

Since day one of our programs in 2008, BAGRC has transformed the lives of over 4,500 youth and continues to be the only youth empowerment organization entirely dedicated to girls' and gender-expansive youth's music education in the San Francisco/Bay Area Region. Throughout 15 years of service, we have garnered the support of a community of 300 passionate female/LGBTQ mentors who devote 6,000 hours a year to our programs; a diverse network of partner organizations; and deep/complex processes of responding to the long-term needs of Oakland youth and young adults. BAGRC is a founding member of the Girls Rock Camp Alliance, an international network of 115 similar organizations that meets yearly to strengthen the field of gender-specific music education and empowerment. In 2016, BAGRC received the prestigious Ellen Magnin Newman Award from the SF Symphony and, in 2018, BAGRC was voted "Best Camp" by EBX's "Best of Oakland" Awards, highlighting our value to our community.

Olivia Gonzalez
Executive Director
(510) 267-1808

olivia@bayareagirlsrockcamp.org
PO BOX 72213
Oakland, CA 94612



Certification of Staffing Requirements

Bay Area Girls Rock Camp is a 501(c)(3) nonprofit organization that empowers young people through music, promoting an environment that fosters self-confidence, creativity and teamwork. Our camp centers the experiences of girls, trans and/or non-binary youth in our explicit commitment to gender justice and creating an inclusive environment that supports a wide range of marginalized gender identities and expressions.

The applicant certifies that all of the employees that work at OUSD under the organization's (Bay Area Girls Rock Camp) purview will meet the following requirements:

1. All employees have passed fingerprint review by CA DOJ and FBI. Proof of fingerprint passage will be available to OUSD upon demand
2. All employees have TB clearance, with TB test passage of staff available to OUSD upon demand.
3. All employees are considered mandated reporters for suspected cases of abuse and neglect pursuant to Penal Code section 11166.5. Employees will file incident reports for any significant events or injuries during programming
4. All employees with an instructional staff role will meet the minimum Instructional Aid (IA) qualification administered by the Alameda County Office of Education, or have a minimum of 2 years (48 semester units) of college.
5. All employees will be first aid, concussion, and CPR certified.

Olivia Gonzalez
Executive Director
(510) 267-1808
olivia@bayareagirlsrockcamp.org
PO BOX 72213
Oakland, CA 94612



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2022

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).

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	CONTACT NAME: Aliyyah Harvey PHONE (A/C, No, Ext): (510) 548-8200 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com	FAX (A/C, No): (510) 548-6145
	INSURER(S) AFFORDING COVERAGE	
INSURED Bay Area Girls Rock Camp PO Box 72213 Oakland CA 94612	INSURER A: Nonprofit Insurance Alliance of California NAIC #: 99998	
	INSURER B: State Compensation Insurance Fund NAIC #: 35076	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2271517584

REVISION NUMBER:

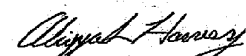
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		202226484NPO	01/07/2022	01/07/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			202226484DO	01/07/2022	01/07/2023	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	9025364-2022	07/08/2022	07/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The Oakland Unified School District is named additional insured as respects to the insured's operations.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland CA 94067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (26484)
POLICY NUMBER: 2022-26484
NAMED INSURED: Bay Area Girls Rock Camp
POLICY CHANGE EFFECTIVE: 12/01/2022
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 1 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 26 Locations - ALL
Oakland Unified School District \$0
Attn: Risk Management
Oakland, CA 94607

Oakland Unified School District is named Additional Insured as respects to insured's o

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0



AUTHORIZED SIGNATURE

12/02/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Oakland Unified School District

Oakland Unified School District is named Additional Insured as respects to insured's operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

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

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (26484)
POLICY NUMBER: 2022-26484
NAMED INSURED: Bay Area Girls Rock Camp
POLICY CHANGE EFFECTIVE: 12/01/2022
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 1 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 26 Locations - ALL
Oakland Unified School District \$0
Attn: Risk Management
Oakland, CA 94607

Oakland Unified School District is named Additional Insured as respects to insured's o

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0



AUTHORIZED SIGNATURE

12/02/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Oakland Unified School District

Oakland Unified School District is named Additional Insured as respects to insured's operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

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