

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1067
Introduction Date	5/14/25
Enactment Number	
Enactment Date	



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

# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** May 14, 2025

**Subject** Summer Programming Addendum No. 2, Expanded Learning Programs After School Program Master Contract 2022-2025 with YMCA of the East Bay

**Ask of the Board** ☒ Approve Summer Programming Addendum  
☐ Ratify Amendment

**Description of the Changes**  
(What are the changes? Why are they needed?)

On June 29, 2022, the District and YMCA of the East Bay entered into an Expanded Learning Programs After School Program Master Contract 2022-2025 for vendor to serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services for Piedmont Avenue Elementary School. That Master Contract requires that, if summer services are to be added, a separate Scope of Work be submitted reflecting the summer scope, summer budget, and any changes in location as to summer services.

This Summer Programming Addendum is being submitted to name the one school site where vendor will provide summer services for the summer of 2025 (Piedmont Avenue Elementary School), as well as to increase the Master Contract not-to-exceed amount by \$114,438.80 to cover the cost of summer services as this location.

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

Increasing not-to-exceed amount by \$114,438.80 to a new not-to-exceed amount of \$2,335,473.80.

After School Education and Safety (ASES) Program in the amount of \$915,672.00; Resource 2600 – Expanded Learning Opportunities Program in the amount of \$1,419,801.80

**Attachment(s)**

- Summer Programming Addendum No. 2, Expanded Learning Programs After School Program Master Contract 2022-2025
- Summer Programming Addendum No. 1, Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment 24-0938
- Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment No. 22-1298
- Request for Proposal 21-104ASP and Vendor Bid Materials



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

**SUMMER PROGRAMMING ADDENDUM  
TO EXPANDED LEARNING PROGRAMS  
AFTER SCHOOL PROGRAM MASTER CONTRACT 2022-2025  
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND  
\_\_\_\_\_  
YMCA of the East Bay**

**ADDENDUM NO. 2, FOR SUMMER 2025**

This Addendum No. 2, for Summer 2025 supplements the Master Contract 2022-2025 (Contract) between Oakland Unified School District (OUSD) and YMCA of the East Bay (Contractor) entered into on June 29, 2022 (OUSD Enactment No. 22-1298). All terms in the aforementioned Contract remain unchanged, and Contractor remains obligated to provide all services described therein. The parties agree to supplement that Contract as follows:

**1. Summer Program Sites, Days, Hours, Grades Served**

Contractor shall offer programming during Summer 2025, Monday through Friday, every regular summer school day, at the sites, dates, hours, and grade levels provided here:

Site Name	Date Range	No. Days	Hours of Operation	Grade Levels Served
Piedmont Avenue Elementary School	6/9/25-7/11/25	23	8:30 am -5:30 pm	TK-4

**2. Summer Program Components/Scope of Work**

The services to be provided during the above-referenced time period are described in the scopes of work attached as Exhibit A. There shall be a scope of work for each site. These services will be performed in accordance with any COVID-19-related federal, state, and/or local orders, and Contractor shall immediately follow all OUSD directives regarding health and safety protocols. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.

**3. Compensation**

Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education summer programming grant funds, and subject to grant funding levels, the award amount (21st Century Supplemental grant, Summer ESSERS, and/or ELOP - Expanded Learning Opportunities Program grants) for Contractor are as follows:

Site Name	Award Amount
Piedmont Avenue Elementary School	\$114,438.80
<b>Total Award Amount</b>	<b>\$114,438.80</b>

- 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** Contractor certifies to the best of his/her/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/>).

- 5. Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Addendum shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

This Addendum and all future addendums, amendments and supplements to the Contract may be executed in one or more counterparts, all of which shall constitute one and the same Contract. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties 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. This section constitutes a waiver by each party of 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**

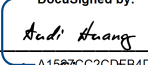
\_\_\_\_\_  
X President, Board of Education

\_\_\_\_\_  
Date

☐ Superintendent

☐ Chief or Deputy Chief

**CONTRACTOR**

DocuSigned by:  
  
Audi Huang  
Contractor Signature

\_\_\_\_\_  
Audi Huang, Executive Director  
Print Name, Title

\_\_\_\_\_  
4/10/2025

\_\_\_\_\_  
Date

—

Secretary, Board of Education

Date

Form approved by OUSD General Counsel’s Office for 2024-2025 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Addendum.

<b>Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)</b>
<p>Please select:</p> <div><input type="checkbox"/> <b>Action Item included in Board Approved SPSA</b> (no additional documentation required)–Item Number: _____</div> <div><input type="checkbox"/> <b>Action Item added as modification to Board Approved SPSA</b> – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.<div><div>a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.</div><div>b. Meeting announcement for meeting in which the SPSA modification was approved.</div><div>c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.</div><div>d. Sign-in sheet for meeting in which the SPSA modification was approved.</div></div></div>

## **EXHIBIT "A" SCOPE OF WORK**

[ATTACH BUDGET TOOL AND EXPANDED LEARNING OPPORTUNITY PROGRAM PLANNING TOOL FOR EACH SITE]

# OUSD Expanded Learning Summer Program Plan

## Full Document - 2025

Section 1: Summer Program Snapshot							
<b>Campus Site:</b>	Piedmont Avenue	<b>Summer Principal:</b>	Summer Leader Name	<b>Model</b>	Collaborative	<b>Grades Served:</b>	TK-4
<b>Lead Agency Name:</b>	YMCA of the East Bay	<b>Site Coordinator:</b>	Michelle Jaramillo	<b>Target Summer (ADA) Average Daily Attendance:</b>	140	<b>Student Start Date</b>	6/6/2025
<b>Official Summer Learning Program Name</b>	Piedmont Avenue 2025 Summer					<b>Student End Date</b>	7/11/2025

Section 2: Lead Agency Assurances:	
	<b>Please review and initial each item and sign below.</b>
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	I understand that I am required to input my actual attendance numbers into the attendance system <i>daily</i> during the summer program. I will cross-check signatures on my daily sign-in/out sheets with numbers inputted to ensure that the numbers match up and are accurately report my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.
<input checked="" type="checkbox"/>	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 30 <sup>th</sup> 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.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	I understand that the summer program supported by ELO-P 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.
<input checked="" type="checkbox"/>	I understand OUSD Summer Programs are intended to be free programs for unduplicated students.
<input checked="" type="checkbox"/>	I understand that I am required to turn in my program schedule, field trip schedule, program calendar and staff directory on May 9th, 2025
<input checked="" type="checkbox"/>	<b>Name and Signature of Summer Lead Agency Director: Courtney Moore</b>

### Section 3: Summer Program Description

Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gives a full picture of a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*

The Y Scholars Program is committed to carrying out our agency mission in our Summer Break program by providing a safe, nurturing, and enjoyable environment where students will improve their academic, creative, and physical play skills through social and emotional learning and enrichment activities. The Y Scholars Camp allows students to feel connected with their community, provide continued structure over the break, and support them in staying physically active. Our program aims to give students endless opportunities to make new friends and create lasting memories.

### Section 4: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities for January - April.

We plan to distribute our agency one pager to all feeder schools and email the admin of those sites with a copy of our flyer and brief description of what will be offered during our the Y Scholars summer program.

YMCA Site Coordinator at Piedmont will promote program during school day dismissal and program pick-up. The Site Coordinator will also post on ParentSquare and Remind platforms. In addition, we plan to contact families who are currently participating in our after-school program.

I have completed the recruitment one-pager and disseminated it to the feeder schools. (Or focal schools if you are independent)



Have you set up a recruitment and enrollment discussion with the Summer Recruitment manager at your site?



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

The **proposed** date of my parent orientation is:

Monday, June 2nd 2025 & Wednesday, June 4th 2025

**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 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 minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).

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**. You will be required to give our office a directory of staff in May.

Site coordinator	Email	Phone Number
Michelle Jaramillo-Hall	mjaramillo@yscholars.org	341.333.6330
Agency Director	Email	Phone Number
Courtney Moore	cmoore@ymcaeastbay.org	510.831.5511


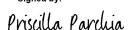
**Section 6: Facilities**

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		Outdoors
Number of classrooms		Common Spaces
11 classes total		Cafeteria, library, blacktop, music room, stage and field.

For off-site programs, please add the address where the summer program will be held.

Signature of Summer Lead Agency Director	<div>DocuSigned by:  A1527CC2CDFB4D8...</div>	4/10/2025
Signature of Summer Hub Site Principal	<div>Signed by:  82D5D36628E9465...</div>	4/10/2025

## GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2025

<b>Site Name:</b>	Piedmont Avenue		
<b>Site #:</b>	67		
<b>Lead Agency</b>	YMCA of the East Bay		
<b># of summer students (ADA)</b>	140		
<b># of summer program days</b>	23		
<b>Total Grant Funds</b>	114438.8	<b>Grant Funds for Lead Agency</b>	<b>Lead Agency In-Kind Contributions</b>
<b>TOTAL CONTRACTED FUNDS</b>		<b>114438.8</b>	<b>\$0.00</b>

4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$7,000.00	
4310	Curriculum		
5829	Field Trips (fees, supplies)		
	Transportation		
	Entry fees for field trips		
	Snacks		
	Incentives	\$4,000.00	
	Culminating Event supplies	\$2,056.80	
Total books and supplies		<b>\$13,056.80</b>	<b>\$0.00</b>

5825	Site Coordinator (0.2 FTE		
	Program Director, 0.2 FTE		
	Program Manager, 2 Site		
	Coordinantor x 240 hours x \$36)	\$19,908.00	
5825	Program Assistant (# of staff X total hours X hourly rate, including prep and training		
5825	Program Staff (11 Group Leaders x 210 hours x \$27)	\$62,370.00	
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and		



5825	Subcontractors (please list		
5825	each specific subcontracting		
5825	Professional Development		
5825	Employee benefits	\$13,681.00	
5825	Youth Intern Stipends		
5825			
	Total services	\$95,959.00	\$0.00
	Total value of in-kind direct services	\$0.00	\$0.00
	<b>Subtotals DIRECT SERVICE</b>	<b>\$109,015.80</b>	<b>\$0.00</b>
	<b>Allowable lead agency admin</b>		
	<b>(at 10% of contracted funds or less)</b>	<b>\$5,423.00</b>	
	Total budgeted per column	\$114,438.80	\$0.00
	<b>BALANCE remaining to</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Required Signatures for Budget Approval:**

Lead Agency:

DocuSigned by:  
*Audi Huang*  
A1527CC2CDFB4D8...

Date: 4/10/2025

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-1056
Introduction Date	5/22/24
Enactment Number	24-0938
Enactment Date	5/22/2024 CJH



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

# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** May 22, 2024

**Subject** Summer Programming Addendum No 1, Expanded Learning Programs After School Program Master Contract with YMCA of the East Bay

**Ask of the Board** ☒ Approve Summer Programming Addendum  
☐ Ratify Amendment

**Description of the Changes**

(What are the changes? Why are they needed?)

On June 29, 2022, the District and YMCA of the East Bay entered into an Expanded Learning Programs After School Program Master Contract 2022-2025 for vendor to serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services for four OUSD school sites. That Master Contract requires that, if summer services are to be added, a separate Scope of Work be submitted reflecting the summer scope, summer budget, and any changes in location as to summer services.

This Summer Programming Addendum is being submitted to name the school site where vendor will provide summer services for the summer of 2024 (Piedmont Avenue Elementary School), as well as to increase the Master Contract not-to-exceed amount by \$105,363.00 to cover the cost of summer services as this location

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

Increasing not-to-exceed amount by \$105,363.00 to a new not-to-exceed amount of \$2,221,035.00

Resource 6010 – After School Education and Safety (ASES) Program in the amount of \$915,672.00; Resource 2600 – Expanded Learning Opportunities Program in the amount of \$1,305,363.00

**Attachment(s)**

- Addendum No. 1, Expanded Learning Programs After School Program Master Contract 2022-2025
- Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment No. 22-1298
- Request for Proposal 21-104ASP with Vendor Bid Materials

Board Office Use: <b>Legislative File Info.</b>	
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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

**SUMMER PROGRAMMING ADDENDUM  
TO EXPANDED LEARNING PROGRAMS  
AFTER SCHOOL PROGRAM MASTER CONTRACT 2022-2025  
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND  
YMCA of the East Bay**

**ADDENDUM NO. 1, FOR SUMMER 2024**

This Addendum No. 1, for Summer 2024 supplements the Master Contract 2022-2025 (Contract) between Oakland Unified School District (OUSD) and YMCA of the East Bay (Contractor) entered into on 6/29/22 (OUSD Enactment No. 22-1298). All terms in the aforementioned Contract remain unchanged, and Contractor remains obligated to provide all services described therein. The parties agree to supplement that Contract as follows:

**1. Summer Program Sites, Days, Hours, Grades Served**

Contractor shall offer programming during Summer 2024, Monday through Friday, every regular summer school day, at the sites, dates, hours, and grade levels provided here:

Site Name	Date Range	No. Days	Hours of Operation	Grade Levels Served
Piedmont Avenue Elementary	6/3/24 – 7/5/24	23	8:30 am – 5:30 pm	TK-4

**2. Summer Program Components/Scope of Work**

The services to be provided during the above-referenced time period are described in the scopes of work attached as Exhibit A. There shall be a scope of work for each site. These services will be performed in accordance with any COVID-19-related federal, state, and/or local orders, and Contractor shall immediately follow all OUSD directives regarding health and safety protocols. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.

**3. Compensation**

Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education summer programming grant funds, and subject to grant funding levels, the award amount (21st Century Supplemental grant, Summer ESSERS, and/or ELOP - Expanded Learning Opportunities Program grants) for Contractor are as follows:

Site Name	Award Amount
Piedmont Avenue Elementary	\$105,363.00
<b>Total Award Amount</b>	<b>\$105,363.00</b>

- 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** Contractor certifies to the best of his/her/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/>).

- 5. Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Addendum shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

This Addendum and all future addendums, amendments and supplements to the Contract may be executed in one or more counterparts, all of which shall constitute one and the same Contract. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties 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. This section constitutes a waiver by each party of 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**


X President, Board of Education

☐ Superintendent

☐ Chief or Deputy Chief

5/23/2024

Date

**CONTRACTOR**

DocuSigned by:



Contractor Signature

4/16/2024

Date

 Audi Huang, Executive Director  
 Print Name, Title



5/23/2024

Secretary, Board of Education

Date

Form approved by OUSD General Counsel's Office for 2023-2024 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Addendum.

**Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)**

Please select:

- ☐ **Action Item included in Board Approved SPSA** (no additional documentation required)–Item Number: \_\_\_\_\_
- ☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
  - 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.

## **EXHIBIT "A" SCOPE OF WORK**

[ATTACH BUDGET TOOL AND EXPANDED LEARNING OPPORTUNITY PROGRAM PLANNING TOOL FOR EACH SITE]

# OUSD Expanded Learning Summer Program Plan

## Full Document - 2024

Section 1: Summer Program Snapshot							
<b>Campus Site:</b>	Piedmont Avenue	<b>Summer Principal:</b>	Summer Leader Name	<b>What model are you supporting?</b>	Independent	<b>Grades Served:</b>	TK-4
<b>Lead Agency Name:</b>	YMCA of the East Bay	<b>Site Coordinator:</b>	Michelle Jaramillo	<b>Target Summer (ADA) Average Daily Attendance:</b>	150	<b>Student Start Date</b>	6/3/2024
<b>Official Summer Learning Program Name</b>	YMCA - Piedmont - 2024 Summer Ind.					<b>Student End Date</b>	7/5/2024

Section 2: Lead Agency Assurances:	
	<b>Please review and initial each item and sign below.</b>
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	I understand that I am required to input my actual attendance numbers into the attendance system <b>daily</b> during the summer program. I will cross-check signatures on my daily sign-in/out sheets with numbers inputted to ensure that the numbers match up and are accurately report my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.
<input checked="" type="checkbox"/>	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 30 <sup>th</sup> 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.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	I understand that the summer program supported by ELO-P 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.
<input checked="" type="checkbox"/>	I understand OUSD Summer Programs are intended to be free programs for unduplicated students.
<input checked="" type="checkbox"/>	<b>Name and Signature of Summer Lead Agency Director: Courtney Moore</b>



### 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.

Summer Recruitment will begin May 1st. Applications will be passed out and collected by May 17th. Site coordinator will work with school to send out a Parent Square notification and pass out flyers to the entire school. Orientation for Summer will take place on May 31st.

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:

May 31st 2024

**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 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 minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).

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)	
Alfredo Andrade	aandrade@ymcaeastbay.org	Piedmont Ave		
Michelle Jaramillo-Hall	mjaramillo@ymcaeastbay.org	Piedmont Avenue		
Program Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)	
Ocie Williams	owilliams@ymcaeastbay.org	Piedmont Avenue		
Raven Brown	Rabrown@ymcaeastbay.org	Piedmont Avenue		
M'Ladie Thomas	mthomas@ymcaeastbay.org	Piedmont Avenue		
Angus MacLellan	amaclellan@ymcaeastbay.org	Piedmont Avenue		
Anternette Franklin	mthomas@ymcaeastbay.org	Piedmont Avenue		
Anya Shrivastava	mthomas@ymcaeastbay.org	Piedmont Avenue		
Cameron Turner	mthomas@ymcaeastbay.org	Piedmont Avenue		
Cheyenne Hayes	mthomas@ymcaeastbay.org	Piedmont Avenue		
David Pratt	mthomas@ymcaeastbay.org	Piedmont Avenue		

**Section 5: 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
Rm 3	10	9 hours	Rm 17	20	9 hours
Rm 4	10	9 hours	Rm 18	20	9 hours
Rm 5	10	9 hours	Rm 19	20	9 hours
Rm 6	OFFICE	9 hours	Rm 1 Library	20	9 hours
Rm 7	20	9 hours	Multi-Purpose	150	9 hours
Rm 8	20	9 hours	Yard/Playground	150	9 hours
TK Bathroom RM 3	20	9 hours	Bathroom Hallway 2	150	9 hours
Bathroom Hallway 1	150	9 hours	Outside bathroom	150	9 hours
Adult restroom	15	9 hours			

For off-site programs, please add the address where the summer program will be held.

Signature of Summer Lead  
Agency Director

DocuSigned by:

4/16/2024

Signature of Summer Hub  
Site Principal

A1527CC2CDFB4D8

DocuSigned by:

Julie McAlmont

4/22/2024

393F8B692CE0405


## GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2023

<b>Site Name:</b>	Piedmont Avenue		
<b>Site #:</b>	OUSD Summer Site Code		
<b>Lead Agency</b>	YMCA of the East Bay		
<b># of summer students (ADA)</b>	150		
<b># of summer program days</b>	23		
<b>Total Grant Funds</b>	<b>105363</b>	<b>Grant Funds for Lead Agency</b>	<b>Lead Agency In-Kind Contributions</b>
<b>TOTAL CONTRACTED FUNDS</b>		<b>\$105,363.00</b>	<b>\$0.00</b>
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$10,500.00	
4310	Curriculum		
5829	Field Trips (fees, supplies)		
	Transportation		
	Entry fees for field trips		
	Snacks		
	Incentives		
	Culminating Event supplies	\$750.00	
Total books and supplies		<b>\$11,250.00</b>	<b>\$0.00</b>
5825	Site Coordinator (list here if CBO staff)	\$21,003.00	\$19,095.00
5825	Program Assistant (# of staff X total hours X hourly rate, including prep and training time)		
5825	Program Staff (# of staff X total hours X hourly rate, including prep and training time)	\$54,000.00	
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits	\$13,841.85	
5825	Youth Intern Stipends		
Total services		<b>\$88,844.85</b>	<b>\$19,095.00</b>

Total value of in-kind direct services	\$0.00	\$0.00
<b>Subtotals DIRECT SERVICE</b>	<b>\$100,094.85</b>	<b>\$19,095.00</b>
<b>Allowable lead agency admin (at 10% of contracted funds or less)</b>	<b>\$5,268.15</b>	
Total budgeted per column	<b>\$105,363.00</b>	<b>\$19,095.00</b>
<b>BALANCE remaining to allocate</b>	<b>\$0.00</b>	<b>-\$19,095.00</b>

Lead Agency:

DocuSigned by:  
  
A1S27CC2CDFB4D8

Date: 4/16/2024

Notes:

- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- 2) 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.



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## **YMCA of the East Bay**

The mission of the YMCA of the East Bay is to empower youth, advance health, and strengthen communities. While striving to meet the health and wellness needs of the diverse population of the East Bay communities, the YMCA of the East Bay prioritizes serving the underserved communities, with a special focus on underserved youth.

For over a century, the YMCA of the East Bay has remained a stable influence; a safe, healthy, and enriching community space for youth and families in the East Bay communities. Our organization is composed of a teen center, 5 health & wellness centers, 44 school-based program sites, 17 early childhood program sites, and 2 overnight camps. Our core programs focus on three areas: early childhood impact, youth development, and healthy living for all. From cradle to career, the Y provides all youth with the tools and resources they need to succeed in life.

**Early Childhood Impact:** With the belief that every child deserves a head start in life, we facilitate high-quality early childhood impact programs that focus on long-term academic success and wellness of each child we serve. Overwhelming evidence shows that early childhood education for disadvantaged children has the highest return public investment in the world today. According to research, 60-70% of the achievement gap between rich and poor kids is already evident by kindergarten. Our Early Childhood Impact Program offers 17 sites serving infants and children from ages 0 to 5 across the Bay Area. Our strategy is to ensure all children are ready for kindergarten by age 5 so they are in a warm, caring environment of academic and noncognitive stimulation and grow up with the curiosity and confidence to succeed in school and life.

**Youth Development:** When school doors close, ours open. In over 40 afterschool sites, 6 community day camps, and 1 residential camp, we support youth, especially those from underserved communities, in developing academic, physical, and social skills. We prepare and support the youth in our community to become their best selves and grow up to be the leaders of our communities. The programming includes school-based STEM and wellness enrichment programs, camps, childcare, college-readiness program for low-income first-generation high school students, and youth leadership and workforce development programs.

**Healthy Living for All** The YMCA of the East Bay is committed to improving the health of our communities by offering people of all ages ways to manage, maintain, and regain their health. We offer health & wellness centers that include caring, professional staff, state of the art equipment, swimming pools, and a wide range of



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group exercise classes and youth sports programs. Our unique variety of programs for the community addresses healthy living and disease prevention, including diabetes prevention programs, healthy values-based competitive sports programs for all ages, and essential swim and water safety lessons for the community. Our strategy is to meet the health and fitness needs of the large and diverse population in our communities. We offer financial assistance for low- to moderate-income individuals and families to access our resources and facilities to maintain and regain their health.

### *Financial Responsibility, Management, & Infrastructure*

Our financial integrity and sound fiscal management are made possible by our finance department. The finance department's central infrastructure consists of 1 Chief Financial Officer, 1 Accounting Supervisor, 1 Accounting Support, 1 Accounts Payable Supervisor, 2 Senior Accountants, and 1 Controller.

Under supervision of our Chief Financial Officer Cheri Mezzapelle, the Accounting Supervisor, Controller, and Accounts Payable Supervisor ensure that our organization is compliant with grant and other financial contracts and that grant funds, including the funds from OUSD, are allocated to the appropriate program. This team works inter-departmentally with program staff and other departments for accuracy in our finances and program budgets. They ensure payroll is processed and employees are paid by the deadline each period.

In order to ensure sound fiscal management, the finance department holds staff training and supervision, segregation of duties, defined and clear controls over vendors, cash, capital assets, business-related expenses, corporate credit cards, investments, and monthly reconciliation of all bank accounts and balance sheet accounts. Our data systems track and report transactions and are secured to avoid risks of loss or breach of privacy.

We accurately portray and report our financial status to the board, staff, donors, financial institutions, YMCA of the USA (Y-USA), and the public at all times. Staff provide accurate documentation and timely reports on fiscal activities, including reports to the board. Board members and committees review and approve all formal reports prior to submission/disclosure, including the IRS Form 990, annual reports, and audit. We conduct financial audits each fiscal year by hiring a third-party independent contractor, in order to obtain an "unqualified opinion" on the accuracy of our financial statements.





FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Oakland Unified School District  
Attention: Risk Management  
1011 Union St, Site 987  
Oakland, CA 94607

This letter states the following:

A - All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.

B - ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.

C - Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

Sincerely,

Courtney Moore  
Expanded Learning Program Director  
YMCA of the East Bay



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2024

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105	<b>CONTACT</b> <b>NAME:</b> Angie Bray <b>PHONE</b> (A/C, No, Ext): 707-687-2617 <b>E-MAIL</b> <b>ADDRESS:</b> Angie_Bray@ajg.com	<b>FAX</b> (A/C, No): 707-687-2608
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> NOVA Casualty Company		42552
<b>INSURER B:</b> Berkshire Hathaway Homestate Insurance Company		20044
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 53981665**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse	Y		CFYML1000001606	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Incident/Aggregate \$ 1M/\$2M
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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			CFYAU1000001306	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp.Deduct-\$100 \$ 1,000 Coll
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CFYUM1000001306	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	YMWC402566	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Abuse/Molestation			CFYML1000001606 CFYML1000001606	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Occurrence/Aggregate \$1M/\$3M Incident/Aggregate \$1M/\$2M

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

Medical Expenses (Payments) under the General Liability Policy includes coverage for students. Insurance is Primary and Non-Contributory.

Oakland Unified School District is included as additional insured with respect to General Liability per attached endorsement where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**Oakland Unified School District  
Attn: Risk Management  
1011 Union Street, Site 987  
Oakland CA 94607

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

AUTHORIZED REPRESENTATIVE

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

OAKLAND UNIFIED SCHOOL DISTRICT  
ATTN: RISK MANAGEMENT  
1011 UNION STREET, SITE 987  
OAKLAND, CA 94607

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.

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

## **SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:**

##### **1. EXPECTED OR INTENDED INJURY EXTENSION**

Paragraph **a. Expected Or Intended Injury** is deleted and replaced by the following:

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

##### **2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**

Paragraph **g. Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a.** This exclusion does not apply to aircraft chartered with crew to any insured.
- b.** This exception provision does not apply if the chartered aircraft is owned by any insured.
- c.** This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

##### **3. NON OWNED WATERCRAFT EXTENSION**

Subparagraph **(2) of g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 60 feet long; and
- (b)** Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

##### **4. PROPERTY SOLD OR ABANDONED BY YOU**

Subparagraph **(2) of j. Damage To Property** is deleted and replaced by the following:

- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

##### **5. DAMAGE TO PREMISES RENTED TO YOU**

- a.** The last Paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b.** Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1)** \$1,000,000; or
- (2)** The amount shown on the Declarations for Damage To Premises Rented To You.

##### **6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**

- a.** The following is added to subparagraph **(4) of j. Damage To Property**:

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

**b. The following is added to SECTION III – LIMITS OF INSURANCE:**

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

**7. Paragraph 2. Exclusions is amended to add the following exclusion:**

**Willful Violation Of A Penal Code Or Statute**

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended as follows:**

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:  
This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.
2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
  - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

**C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:**

1. The limit in subparagraph b. is increased to \$2,500.
2. The limit in subparagraph d. is increased to \$500 a day.

**D. ADDITIONAL INSURED**

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".
  - a. This endorsement applies only if the written contract or written agreement is:
    - (1) Currently in effect or becomes effective during the term of this Policy; and
    - (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The insurance afforded to such additional insured only:
    - (1) Applies to the extent permitted by law; and
    - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
  - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (1) In connection with your premises owned by or rented to you; or
    - (2) In the performance of your ongoing operations.
  - b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Supervisory, inspection or engineering services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
  - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
    - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
    - (2) The construction, erection or removal of elevators; or
    - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
  - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
    - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
  - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.  
This insurance does not apply to:
    - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
  - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
  - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.  
This insurance does not apply to:
    - (1) Any "occurrence" that takes place after you cease to lease that land; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
  - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.  
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
  - j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
    - (1) Their financial control of you; or
    - (2) Premises they own, maintain or control while you lease or occupy those premises.
    - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or
 As respects Paragraph j.(2) above, this insurance does not apply to:
    - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
    - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.



- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

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

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. ADDITIONAL INSURED does not apply to such person(s) or organization(s).

6. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

Primary  
wording:

## E. SECTION II - WHO IS AN INSURED is amended as follows:

### 1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

## 2. **CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS**

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

## 3. **INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS**

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:

(1) While performing the services described in the definition of "incidental medical malpractice injury"; and

(2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
  - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
  - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

## 4. **LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE**

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:  
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance** is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

## F. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

### 1. **KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;



- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

**2. FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

**3. SPECIAL EVENT PREMIUM RATING**

The following is added:

**Special Event Premium Rating**

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in **3.a.(1)** or **3.a.(2)** above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

**4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**G. SECTION V – DEFINITIONS** is amended as follows:

**1. BODILY INJURY**

The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2. PERSONAL AND ADVERTISING INJURY**

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph **14.b.** is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
  - i. Any insured; or
  - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

ruling;

(d) Not arising out of any "advertisement" by the insured.

**3. INSURED CONTRACT**

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. PRODUCTS-COMPLETED OPERATIONS HAZARD**

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

**The following definitions are added:**

5. "Discrimination" means:

- a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
- b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1498
Introduction Date	6/29/22
Enactment Number	22-1298
Enactment Date	6/29/2022 er

## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 29, 2022

**Subject** Expanded Learning Programs After School Program Master Contract 2022-2025 with YMCA of the East Bay

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**Ask of the Board** XXApprove Services Agreement  
☐ Ratify Services Agreement

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

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

**Not-To-Exceed Amount** \$2,115,672.00

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

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

**Funding Source(s)** *Resource 6010 – After School Education and Safety (ASES) Program in the amount of \$915,672.00; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$1,200,000.00*

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

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

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

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

**Attachment(s)**

- Expanded Learning Programs After School Program Master Contract 2022-2025 with YMCA of the East Bay
- Request for Proposal 21-104ASP and Vendor Bid Materials

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

YMCA of the East Bay

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

- 5.2. **Termination for cause by OUSD.** In addition, OUSD may terminate this MOU or any Scope of Work entered for cause should AGENCY fail to perform any part of this MOU. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the BOARD, in which case this Agreement would terminate upon ratification of the termination by the BOARD or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost for the services through the end of the Term identified in Section 3.
- 5.3. In the event of termination or suspension, AGENCY must, upon request, follow all transition protocols and actively participate in the transition process, attend all transition meetings, promptly turn in all keys and key fobs, transfer custody of all records, and inventory of all after-school supplies.
- 5.4. **Suspension.** If OUSD, at its sole discretion, develops health and/or safety concerns related to the AGENCY's provision of services, then the CSSS Executive Director may, upon approval by OUSD legal counsel, issue a notice to AGENCY to suspend the Agreement or Scope of Work, in which case AGENCY shall stop providing services under the Agreement until further notice from OUSD. OUSD shall compensate AGENCY for services satisfactorily provided through the date of suspension. During the period of suspension, OUSD may procure services from another agency.
- 5.5. **No Premature Termination by AGENCY.** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change. In the event AGENCY ceases to provide required services prior to the end of the MOU term, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost through the end of the Term identified in Section 4. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
6. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASSES, and 21st CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three year grant totals for each school site identified in Exhibit A. The three year not-to-exceed amount for this MOU is \$ 2,115,672.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 6.1. **Total Compensation.** Subject to the provisions of 6.2 Positive Attendance and the provisions of 6.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Funding will be contingent on CDE grant allocations. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and training and in continuous quality improvement efforts.
- 6.2. **Positive Attendance.** Payment for services rendered related to the ASSES, 21st CCLC, ASSETS, and ELO-P grants shall be based on actual student attendance rates (\$10.18 a day per student through ASSES, 21st CCLC, ASSETS and ELO-P.), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.18

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

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



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

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

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

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

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

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

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



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

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

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

- 7.2.**Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASES and 21<sup>st</sup> CCLC and ASSETS, and ELO-P funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 7.3.**Enrollment.** At each OUSD school site identified in the “School Site List and Annual Grant Amounts” attached hereto as Exhibit A, and for which there is a Scope of Work, AGENCY will enroll sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

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

- 7.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components. ELO-P funding can be used to support intercession programming and before-school care.
- 7.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2022–2023 through the 2024-2025 school years. AGENCY will close the ASES, 21<sup>st</sup> CCLC and ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2022-2023 through the 2024-2025 school years for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental or ELO-P grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 7.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P grants for students identified at each of the schools listed in the “School Site List and Annual Grant Amounts” attached hereto Exhibit A. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:
  - **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
  - **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and

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

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

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

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

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

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

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

7.4.3.1.5. Provide annual training to AGENCY.

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

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

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

7.4.3.2.3. Ensure meal count is accurate;

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

- Staff Qualifications

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

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

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

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

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

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

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

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

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

- Community organizations and public agencies

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

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

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

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

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

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

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

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

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

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

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

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

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

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

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

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

8.3.7. **Supervision**

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

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

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

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

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

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

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

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

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

8.3.10. Vendor is licensed to provide all proposed activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

#### **8.5.3. Swimming Activities**

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

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



8.5.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.

8.5.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

8.5.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

8.5.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

8.5.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

8.5.3.8. Staff and chaperones assigned to supervise students must wear swimsuits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

8.5.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

8.5.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

8.6.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the OUSD Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver, on a form to be provided by the OUSD to AGENCY prior to the beginning of each school year, executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age

8.6.2. Should AGENCY fail to provide an original, properly completed, signed, and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers, and agents from all claims and actions resulting therefrom.

8.7. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).

9. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASES, 21st CCLC, ASSETS, & ELO-P grant funds contracted to AGENCY by OUSD for the fiscal year 2021-2022. AGENCY will function as a sub-recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub-recipient guidelines for the federal 21<sup>st</sup> Century Community Learning

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

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

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

## 10. Invoicing

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

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

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

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

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

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

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

## 12. Changes

- 12.1. **Agency Changes.** AGENCY may, at any time, request in writing changes to the Scope of Work. . In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written request shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in an amended Scope of Work and signed by OUSD prior to AGENCY's implementation of such changes; changes that increase the proposed budget may require prior approval by the BOARD.
- 12.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2022-2023 through the 2024-2025 fiscal years to reflect additional changes resulting from such legislation.

## 13. Conduct of Consultant

- 13.1. **Staff Requirements.** AGENCY must comply with all Federal and State employment and labor laws. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 13.1.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense Mandated Reporter training equivalent to that set forth in California Education Code section 44691(b) to all AGENCY agents at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 13.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, AGENCY agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.
- 13.1.3. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

**OUSD**

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

**AGENCY**

Name: Audi Huang  
Title: Executive Director  
Address: 2320 Broadway  
City, ST Zip: Oakland, CA 94612  
Phone: 510-451-8039  
Email: ahuang@ymcaeastbay.org

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

17. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
18. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
19. **Program Books and Supplies.** Supplies can be purchased by OUSD and by the Lead Agency. A Lead Agency cannot exceed \$2,500 in supply purchases. Supplies to be used in both the school day and after-school program must be jointly funded, with a maximum of 50% applied to ASES/21st. All supplies purchased with grant funding are and remain the property of OUSD and must remain at the site.
20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/>

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

850.40 6/30/2022  
\_\_\_\_\_  
☒ President, Board of Education Date

☐ State Administrator

☐ Superintendent

850.40 6/30/2022  
\_\_\_\_\_  
Secretary, Date  
Board of Education

DocuSigned by:  
Andrea Bustamante 5/31/2022  
\_\_\_\_\_  
806EC2B9F1FE4AB...  
Executive Director Date  
Community Schools and Student Services Dept.

DocuSigned by:  
Sandra Aguilera 6/1/2022  
\_\_\_\_\_  
B072CB8033AD406...  
Chief Academic Officer Date  
Continuous School Improvement

**AGENCY**

DocuSigned by:  
Audi Huang 5/31/2022  
\_\_\_\_\_  
Agency Signature Date

Audi Huang, Executive Director  
Print Name, Title

**Attachments:**

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

Legislative File ID: 22-1498

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

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

After-School Sites:

School Site Name:	Projected After-School Enrollment Numbers:	Projected Three Year Grant:
Piedmont Avenue Elementary	123	\$1,057,836.39
Reach Academy	123	\$1,057,836.39
	Total:	\$2,115,672.78



## Exhibit B

### Blank Template of PPT and Budget Tool

# INSERT HERE



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

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

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

@

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION			
School Site Name:	<input type="text"/>	School Type:	<input type="checkbox"/> Elementary (TK-5) <input type="checkbox"/> Elementary/Middle (TK-8) <input type="checkbox"/> Middle (6-8) <input type="checkbox"/> High School (9-12) <input type="checkbox"/> - Alternative High School <input type="checkbox"/> - Continuation High School <input type="checkbox"/> - Comprehensive High School
CDS Code: (This is a 14-digit code, search <a href="#">here</a> )	<input type="text"/>	Expanded Learning Lead Agency:	<input type="text"/>
Principal Name:	<input type="text"/>	Principal Signature and date:	<input type="text"/>
Lead Agency Signatory Name:	<input type="text"/>	Lead Agency Signature and date:	<input type="text"/>
Executive Director, Community Schools & Student Services:	<input type="text"/>	Executive Director, CSSS Signature and date:	<input type="text"/>

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

SECTION 3a: PROGRAM MODEL. Average Daily Attendance, Program Dates, Minimum Days & Enrollment		
Which of the following program models will your site operate as for 2022-2023? <a href="#">(If you choose Extended Day, please explain why using this link.)</a>		
Program Model:	Please only select <b>ONE</b> of the options below <input type="checkbox"/> Traditional After-school <input type="checkbox"/> Extended Program <input type="checkbox"/> Blended/Hybrid	
<u><b>Traditional After-School:</b></u> Voluntary program, open to all students, with enrollment priorities targeting certain students. <u><b>Extended Day Program:</b></u> After-school-program classes offered to an entire group of students from targeted grades and/or for all students of the school after the end of the regular bell schedule. (Note: extended day classes must not appear on the school bell schedule) <u><b>Blended/Hybrid:</b></u> A combination of some extended day and some traditional after-school programming. (If you are conducting a blended/hybrid program, please use the section below to explain your program model type.)	Which grade levels will be served by this program? TK <input type="checkbox"/> K <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/>	

## ENROLLMENT PROCESS & TIMELINE

### Instructions:

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

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

☐ Enrollment Timeline has been uploaded to the Program Plan folder

*Important dates to include in your timeline*

**April - June:** Spring enrollment for 2022-2023 programs.

Families will be notified of 2022-2023 after-school enrollment before the **last day of school**, May 27, 2022.

After-school programs begin on the **first day of school** when enrollment is at a minimum 75% capacity.

**August - September:** new school year enrollment of families for remaining program slots.

The remaining program slots will be filled by **September 30, 2022**, except for slots reserved for transitional students (i.e., Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year

All programs must maintain **waitlists** for grades 7-12 after program slots are filled. There should be no waitlists for grades

TK-6 as funding is provided through ELO-P to eliminate waitlists for those grades.

CDE and OUSD have established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. With these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community. Make sure to include a description of 1-3 enrollment priorities that will be made public and why.

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

#### SECTION 3b: GOLDEN TICKET

##### Who can receive the Golden Ticket?

Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a *Golden Ticket*. Transitional students are by definition:

- Any OUSD student who is a homeless youth, as defined by the federal ***\*McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)***, who is in foster care, or is designated as an unaccompanied minor.
- Any OUSD student who identifies as a newcomer, refugee or as an asylee. ***\*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)***
  - Establishes the definition of homeless used by schools
  - Ensures that children and youth experiencing homelessness have immediate and equal access to public education
  - Provides for educational access, stability, and support to promote school success
  - Needed to address the unique barriers faced by many homeless students

#### SECTION 4: PROGRAM COMPONENTS (The descriptions below should reflect site's specific needs)

CDE requires that programs must provide a safe environment and include an **educational component** that provides tutoring and/or homework assistance; and an **educational enrichment** component, which may include, but not limited to STEAM, recreation, prevention and other Social Emotional Learning (SEL) activities (EC Section 8482.6); and provide opportunities for **physical activity**. (EC Section 8483.3[c][7]) The description below should reflect site-specific needs.

☐ I am aware of and will implement the required educational component listed above.

**Educational and Literacy Component** that includes tutoring/homework assistance in the core subject (language arts, math, history/social science etc) Make sure to include how you will integrate SIPPS (K-5) and/or Reading with Relevance (6-12).

Describe how the after-school program will provide the educational & literacy component.

**Respond Below:**

**Homework assistance in the core subjects (language arts, math, history /social science, etc.)**

How are students building academic skills? How is social-emotional academic development being integrated? (Include specific strategies for creating a [safe & supporting environment through encouragement and active engaged learning](#).)

**Respond Below:**

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

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

**Respond Below:**

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

☐

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

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

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

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

**Respond Below:**

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

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

**Respond Below:**

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

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

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

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

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

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

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

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

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

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

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

#### **Respond Below:**

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

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

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

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

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

#### **Resources:**

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

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

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

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

**TRUTH**

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

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

**Respond Below:**

**HOPE**

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

**Respond Below:**

**CHANGE**

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

**Respond Below:**

**CURIOSITY**

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

**Respond Below:**

**CELEBRATE**

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

**Respond Below:**

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

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

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

**ELO-Program Elements:**

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

**Expanded Learning Priorities**

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



**TK - Kinder Programming (10:1 student to Staff Ratio) - \$3,500/per student/per year****Please Indicate below which partner will support TK-K After-School Care:**☐ Expanded Learning Provider☐ OUSD School Staff☐ Early Childhood Staff**Program Information:**

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

List Activities Below:

*Please briefly describe which LCAP Goal(s) this program will support: [LCAP Metrics](#).***Provide Expanded Learning Opportunities for ALL unduplicated students - (20:1 student to Staff Ratio) - \$10.18/per child/per day****Please Indicate below which staff or partner will support increasing student enrollment:**☐ Expanded Learning Provider☐ OUSD School Staff**Program Information:**

	# Students on the waitlist (not funded through ASES or 21st CCLC)	x (\$10.18) x (180/days)	Total:	\$0.00
List Activities Below:				
<input type="checkbox"/>	Before School Care	<input type="checkbox"/> Other:		
<input type="checkbox"/>	OAL Sports			
<input type="checkbox"/>	RJ Program			
<input type="checkbox"/>				

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

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

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

SECTION 7: Facilities							
<p>(a) Plan with the school site administrator which rooms and outside spaces the expanded learning program will use Monday - Friday from the start of the program to 6. Make sure to include bathrooms and snack areas.</p> <p>(b) Lead Agency Director, will go into <a href="http://www.facilitron.com">Facilitron website to complete facilities usage requests</a> no later than May 15, 2022. Visit Facilitron website at: <a href="http://www.facilitron.com/dashboard/login">www.facilitron.com/dashboard/login</a></p> <p>*NOTE: If using the school kitchen during the program, there needs to be an <b>additional approved Facilitron request</b>. A Nutritional Services (NS) staff member must supervise the proper use of the kitchen equipment and clean up afterward. Program using the kitchen will need to pay for the NS staff member's time during the kitchen use, similar to custodian services. The staff's hourly rate will determine the rate of pay.</p>							
Indoors (specify room numbers and space names)				Outdoors			
Room Number & Name of Space	# of Students	Hours to be used		Room Number & Name of Space	# of Students	Hours to be used	

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

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

## SECTION 8a: PROGRAM FEES

Will this expanded learning program charge program fees for 2022-2023

☐ Yes

☐ No

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

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

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

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

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

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

**Instructions:**

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

Please check the box below after completing the above instructions

☐

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

# OUSD EXPANDED LEARNING PROGRAMS

## Partner Assurances & Agreements 2022–2023

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

Expanded Learning Safety and Emergency Planning

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

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

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

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

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

Yes ☐  
No ☐

#### Facility Keys

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

Yes ☐ No ☐

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

#### Culture Keeper Staffing

Check One:

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

## 2022-23 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

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



	Employee Benefits for Salaried Employees (benefits at 42%)		0.00		0.00		0.00		0.00							
3000's	Lead Agency benefits (rate: 25%)			0.00												
3000's	Total benefits		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00

## BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)		0.00												0.00	0.00
4310	Curriculum (OUSD only)		0.00												0.00	0.00
5829	Field Trips		0.00												0.00	0.00
4420	Equipment (OUSD only)		0.00												0.00	0.00
	Bus tickets for students															
	Professional Development for Site Staff			500.00												
	Total books and supplies		0.00	500.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00

## CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)		0.00	0.00													
5825	Academic instructors (List each staff position individually)																
5825	Enrichment Facilitators (List each staff position individually)																
5825	Subcontractors (please list each specific subcontracting agency)			0.00													
5825	STEM instructors																
5825	College/career readiness facilitator (recommended for MS)																
5825	Other Staff			0.00													
5825	Family Liaison (recommended for 21st Century sites)																
5825																	
5825	Mental Health consultant (optional)		0.00														
5825	Staff time to participate in Continuous Quality Improvement process																
5825																	
5825																	
5825																	
	Total services		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00

## IN-KIND DIRECT SERVICES

[illegible]



Exhibit C (1)



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

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

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

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

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

---

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

### Paying OUSD Certificated Employees (Teachers)

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

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



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

---

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

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

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

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

Exhibit D

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/23/2021

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

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

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., # 0726293 1255 Battery Street #450 San Francisco CA 94111	<b>CONTACT NAME:</b> Veronica DeFalco		
	<b>PHONE (A/C, No, Ext):</b> 415-536-8467	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> veronica_defalco@ajg.com		
<b>INSURED</b> YMCA of the East Bay aka YMCA of the Central Bay Area 2330 Broadway Oakland CA 94612-2415	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> NOVA Casualty Company		42552
	<b>INSURER B:</b> Cypress Insurance Company (CA)		10855
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 1976748270	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CFY-ML-10000016-04	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000 Abuse - Aggregate \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CFY-AU-10000013-04	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. Deduct-\$100 \$ Coll \$1000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CFY-UM-10000013-04	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	YMW202098	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Social Services Professional Abuse & Molestation (also NOVA)		CFY-ML-10000016-04	7/1/2021	7/1/2022	Per Occ/Agg \$1M/\$3M Per Occ/Agg \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District is included as additional insured as respects General Liability per attached endorsement where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District 1000 Broadway, Ste. 640-Laurel Conf. Room Oakland CA 94607-4099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

**SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**  
Paragraph 2. **Exclusions** is amended as follows:

**1. EXPECTED OR INTENDED INJURY EXTENSION**

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

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

**2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.  
b. This exception provision does not apply if the chartered aircraft is owned by any insured.  
c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

**3. NON OWNED WATERCRAFT EXTENSION**

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and  
(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

**4. PROPERTY SOLD OR ABANDONED BY YOU**

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

**5. DAMAGE TO PREMISES RENTED TO YOU**

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or  
(2) The amount shown on the Declarations for Damage To Premises Rented To You.

**6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**

- a. The following is added to subparagraph (4) of j. **Damage To Property**:



## COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

**b. The following is added to SECTION III – LIMITS OF INSURANCE:**

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

**7. Paragraph 2. Exclusions is amended to add the following exclusion:**

**Willful Violation Of A Penal Code Or Statute**

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,**

Paragraph 2. Exclusions is amended as follows:

**1. Subparagraph a. Knowing Violation Of Rights Of Another** is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

**2. Subparagraph e. Contractual Liability** is deleted and replaced by the following:

- e.** Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

**C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:**

- 1.** The limit in subparagraph **b.** is increased to \$2,500.
- 2.** The limit in subparagraph **d.** is increased to \$500 a day.

**D. ADDITIONAL INSURED**

**1. SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

- a.** This endorsement applies only if the written contract or written agreement is:

- (1) Currently in effect or becomes effective during the term of this Policy; and
- (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

- b.** The insurance afforded to such additional insured only:

- (1) Applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**2. The insurance provided to the additional insured by this endorsement applies as follows:**

- a.** The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises owned by or rented to you; or
- (2) In the performance of your ongoing operations.

- b.** If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

## COMMERCIAL GENERAL LIABILITY

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Supervisory, inspection or engineering services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
  - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
    - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
    - (2) The construction, erection or removal of elevators; or
    - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
  - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
    - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
  - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

    - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
  - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
  - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

    - (1) Any "occurrence" that takes place after you cease to lease that land; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
  - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
  - j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
    - (1) Their financial control of you; or
    - (2) Premises they own, maintain or control while you lease or occupy those premises.
    - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

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

## COMMERCIAL GENERAL LIABILITY

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

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

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. ADDITIONAL INSUREDS does not apply to such person(s) or organization(s).

6. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

### E. SECTION II - WHO IS AN INSURED is amended as follows:

#### 1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

## COMMERCIAL GENERAL LIABILITY

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

### 2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

### 3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
  - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
  - (2) When acting within the scope of their employment by you.Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
  - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
  - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

### 4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

## F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

### 1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

COMMERCIAL GENERAL LIABILITY

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

**2. FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

**3. SPECIAL EVENT PREMIUM RATING**

The following is added:

**Special Event Premium Rating**

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

**4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**G. SECTION V – DEFINITIONS** is amended as follows:

**1. BODILY INJURY**

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2. PERSONAL AND ADVERTISING INJURY**

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
  - i. Any insured; or
  - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

ruling;

(d) Not arising out of any "advertisement" by the insured.

**3. INSURED CONTRACT**

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. PRODUCTS-COMPLETED OPERATIONS HAZARD**

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

**The following definitions are added:**

5. "Discrimination" means:

- a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
- b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

Exhibit E

Statement of Qualifications

**INSERT HERE**



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

### **YMCA of the East Bay**

The mission of the YMCA of the East Bay is to empower youth, advance health, and strengthen communities. While striving to meet the health and wellness needs of the diverse population of the East Bay communities, the YMCA of the East Bay prioritizes serving the underserved communities, with a special focus on underserved youth.

For over a century, the YMCA of the East Bay has remained a stable influence; a safe, healthy, and enriching community space for youth and families in the East Bay communities. Our organization is composed of a teen center, 5 health & wellness centers, 44 school-based program sites, 17 early childhood program sites, and 2 overnight camps. Our core programs focus on three areas: early childhood impact, youth development, and healthy living for all. From cradle to career, the Y provides all youth with the tools and resources they need to succeed in life.

**Early Childhood Impact:** With the belief that every child deserves a head start in life, we facilitate high-quality early childhood impact programs that focus on long-term academic success and wellness of each child we serve. Overwhelming evidence shows that early childhood education for disadvantaged children has the highest return public investment in the world today. According to research, 60-70% of the achievement gap between rich and poor kids is already evident by kindergarten. Our Early Childhood Impact Program offers 17 sites serving infants and children from ages 0 to 5 across the Bay Area. Our strategy is to ensure all children are ready for kindergarten by age 5 so they are in a warm, caring environment of academic and noncognitive stimulation and grow up with the curiosity and confidence to succeed in school and life.

**Youth Development:** When school doors close, ours open. In over 40 afterschool sites, 6 community day camps, and 1 residential camp, we support youth, especially those from underserved communities, in developing academic, physical, and social skills. We prepare and support the youth in our community to become their best selves and grow up to be the leaders of our communities. The programming includes school-based STEM and wellness enrichment programs, camps, childcare, college-readiness program for low-income first-generation high school students, and youth leadership and workforce development programs.

**Healthy Living for All** The YMCA of the East Bay is committed to improving the health of our communities by offering people of all ages ways to manage, maintain, and regain their health. We offer health & wellness centers that include caring, professional staff, state of the art equipment, swimming pools, and a wide range of group exercise classes and youth sports programs. Our unique variety of programs





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for the community addresses healthy living and disease prevention, including diabetes prevention programs, healthy values-based competitive sports programs for all ages, and essential swim and water safety lessons for the community. Our strategy is to meet the health and fitness needs of the large and diverse population in our communities. We offer financial assistance for low- to moderate-income individuals and families to access our resources and facilities to maintain and regain their health.

#### *Financial Responsibility, Management, & Infrastructure*

Our financial integrity and sound fiscal management are made possible by our finance department. The finance department's central infrastructure consists of 1 Chief Financial Officer, 1 Accounting Supervisor, 1 Accounting Support, 1 Accounts Payable Supervisor, 2 Senior Accountants, and 1 Controller.

Under supervision of our Chief Financial Officer Cheri Mezzapelle, the Accounting Supervisor, Controller, and Accounts Payable Supervisor ensure that our organization is compliant with grant and other financial contracts and that grant funds, including the funds from OUSD, are allocated to the appropriate program. This team works inter-departmentally with program staff and other departments for accuracy in our finances and program budgets. They ensure payroll is processed and employees are paid by the deadline each period.

In order to ensure sound fiscal management, the finance department holds staff training and supervision, segregation of duties, defined and clear controls over vendors, cash, capital assets, business-related expenses, corporate credit cards, investments, and monthly reconciliation of all bank accounts and balance sheet accounts. Our data systems track and report transactions and are secured to avoid risks of loss or breach of privacy.

We accurately portray and report our financial status to the board, staff, donors, financial institutions, YMCA of the USA (Y-USA), and the public at all times. Staff provide accurate documentation and timely reports on fiscal activities, including reports to the board. Board members and committees review and approve all formal reports prior to submission/disclosure, including the IRS Form 990, annual reports, and audit. We conduct financial audits each fiscal year by hiring a third-party independent contractor, in order to obtain an "unqualified opinion" on the accuracy of our financial statements.



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

March 25, 2022

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

To Whom it May Concern,

Please allow this letter to confirm that all YMCA of the East Bay employees who work in our Expanded Learning Program at an Oakland Unified School District site are required to have DOJ & FBI fingerprints clearance in addition to a TB clearance.

All of our YMCA of the East Bay employees complete an annual training on mandated reporting and comply with the CA child abuse mandated reporting process. The YMCA of the East Bay will receive any reports of subsequent arrests for our employees. Proof of mandated reporting training, fingerprinting, or TB clearance are available upon request.

Thank You,

Audi Huang  
Executive Director

YMCA OF THE EAST BAY  
2330 Broadway, Oakland, CA 94612  
P (510) 549-4515 F (510) 649-9885 [www.ymcacba.org](http://www.ymcacba.org)

**EXHIBIT F**  
**Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- ☐ President, Board of Education
  - ☐ Superintendent or Designee

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Secretary, Board of Education

AGENCY

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EMPLOYEE

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# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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

**EXPANDED LEARNING  
FOR AFTER SCHOOL PROGRAMS**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Attention: Martha Pena**

**1000 Broadway, Suite 150**

**OAKLAND, CA 94607**

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

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

**phone: (510) 879-2457**

**Proposals Due:**

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

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



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# Expanded Learning Lead Agency Request for Qualifications

EXPANDED LEARNING OFFICE

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

## **OUSD RFQ Application Submission Instructions and Deadline**

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

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

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

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

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



## B. Schedule

Event	Date	Info
RFR Process 2021 Announced	May 4, 2021	Save-the-Date
RFQ Digital Application Released	May 25, 2021	
RFQ Bidders' Conference (Virtual)	Session 1: June 2, 2021 @ 10am Session 2: June 2, 2021 @ 4pm	Register using link below: ■ <a href="#">Session 1: 10:00 am – 11:30 am</a> ■ <a href="#">Session 2: 4:00 pm – 5:30 pm</a>
RFQ Office Hours		
RFQ 101 for New Organizations	June 9, 2021, @ 4:00 pm	■ <a href="#">Session Registration Link</a>
Google Folder Registration	June 15, 2021	■ <a href="#">Google Folder Registration</a>
RFQ Submission Dates	June 30, 2021 by 5:00 pm (PST)	Digital application date/time stamped
Lead Agency Status Notifications	Aug 20, 2021	
Deadline to Appeal Decision	Aug 27, 2021	
Status Notification Publicized	September 3, 2021	
School Site/Lead Agency Matching Process	Sept 3 - Dec 1, 2021 (tentative)	
OUSD MOU Approval Season	May/June 2022	
Lead Agency Service Contract	July 1, 2022 - June 30, 2025	



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

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

## C. Required Supporting Documentation

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

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



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



## D. Introduction and Overview

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

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

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

### Term of the List of Qualified Agencies

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

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



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

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

## Overview of OUSD Expanded Learning Programs

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

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

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

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

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

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



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

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

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

## E. Funding

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

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



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

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

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

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

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

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

## Other considerations for the allocations of funds

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





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

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

## F. OUSD Expanded Learning / Program Operation

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

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

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

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



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

## G. Base-line Expanded Learning Program Requirements

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

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

An expanded learning program must include the following:

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

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



## Required Program Hours

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

## H. Staffing

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

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

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

## I. Enrollment, Attendance and Evaluation Documentation

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



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

## J. Contract and Payments

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

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

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

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

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

## K. Guidelines for Charging Fees

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

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

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

## L. RFQ Process

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



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

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

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

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

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





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

## M. Minimum Qualifications

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

Lead Agency: Elementary School

Lead Agency: Middle School (including K-8)

Lead Agency: High School

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

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

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



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

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

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

## N. Application Submission Contents

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

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

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





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

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

## O. Application Submission Details

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

All applications will be submitted electronically:

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

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

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

### FORMAT

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



## P. Evaluation and Selection

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

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

### Evaluation Rubric

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



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

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

## Q. Terms & Conditions for Receipt of Applications

### Errors and Omissions by Applicant

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

### Change Notices



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

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

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

### Financial Responsibility

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

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

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

### Reservations of Rights by the District

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

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



applications;

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

## No Waiver

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

## R. Standard Contract Provisions

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



## APPENDIX I: RFQ Application

## 2021 OUSD Request for Qualifications Application (Template)

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

Cover Sheet Template:

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

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

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



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

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

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



## APPENDIX II: Application Questions

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

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

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

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

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





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

### 3. AGENCY INFRASTRUCTURE (2 Pages)

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



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

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

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

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



## APPENDIX III. Instructions for RFQ Application Submission:

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

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

### Required Supporting Documentation Instructions:

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

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

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



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

1. Intent
2. Term of MOU
3. Termination
4. Compensation
  - 4.1. Total Compensation
  - 4.2. Positive Attendance
    - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
    - 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 ASEP and 21<sup>st</sup> 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

## [OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT](#)

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

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

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



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**Signature**

---

**Date**

---

**Name and Title of Signatory**

---

**Name of Organization**

## APPENDIX V: Appeals Process for Applicants

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

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

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

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

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

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

## 2021 OUSD Request for Qualifications Application

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

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

Cover Sheet:

Organization Name	YMCA of the EAST BAY		
Address, City, State	2330 Broadway, Oakland, CA		
Lead Contact's Name:	Shamonica Clark	2 <sup>nd</sup> Leads Contact's Name	Audi Huang
Email:	sclark@ymcaeastbay.org	Email:	ahuang@ymcaeastbay.org
Telephone #:	(510) 467-9300	Telephone #:	(510) 542-2121

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

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Are you currently an OUSD Lead Agency Partner?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Have you served as an OUSD Lead Agency partner before in past years?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
If so, please identify the years and durations served.	7	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
<b>If yes</b> , please list all school districts you have served.		
West Contra Costa Unified School District		
How many school sites does your organization have the capacity to serve as a lead agency?	2	# Sites
In the box below, please briefly explain your rationale for this number of sites?		
We would like to continue serving our two current sites. We want to serve more sites in the future, but we are not in a financial position to do so yet.		






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On behalf of YMCA of the EAST BAY, I, AUDI HUANG

EXECUTIVE DIRECT of Teen Center Declare under penalty of perjury under the laws  
of the State of California that the foregoing is true and correct.

Signature: 

Date: 6/30/2021

## **ORGANIZATIONAL CAPACITY**

### ***Our Mission, Vision, and Alignment***

The mission of the YMCA of the East Bay is to empower youth, to advance health, and to strengthen communities. Driven by an inclusive and visionary leadership team and a robust strategic plan, the organization serves over 80,000 children, youth, and adults each year. For over 100 years, the Y has focused on providing youth development services in the East Bay and strived to reach underserved children and deliver high-impact programs.

When After School Education and Safety (ASES) funding was made possible in 2002, we began partnering with school districts across Alameda and Contra Costa Counties to provide high-quality afterschool programming to school sites. Through our afterschool programs, we are committed to elevating youth's voice and emotional intelligence so they flourish as future leaders. Every day, we strive to provide safe spaces for youth to cultivate their social emotional growth, healthy relationships, and leadership skills.

### ***Experience and Approach to the Oakland Community***

The YMCA of the East Bay brings 142 years of experience serving Bay Area communities, focusing on those most in need: underserved youth and their families. We provide services in Oakland, Albany, Berkeley, Fremont, Richmond, Pleasant Hill as well as surrounding communities. In Oakland, we have a strong community presence through our downtown Oakland "branch" (gym facility) as well as after school programs, day camps, early childhood and Head Start centers. Furthermore, we work closely with the Oakland community members and partners to offer services in education, sports, recreation, youth development, and disease prevention. Some of our community partners in Oakland include OFCY, Kaiser Permanente, Mayor Libby Schaaf's Office, East Bay Regional Park District, and Alameda County Health Care Services Agency. Through our well-established presence and long-standing partnerships in Oakland, we work side-by-side with our neighbors to make sure that everyone, regardless of age, income, or background, has the

opportunity to learn, grow, and thrive. The YMCA of the East Bay has provided extensive after school support to Oakland elementary and middle school students through our Expanded Learning Program. Through collaboration with Oakland Unified School District, we currently reach over 200 students at two school sites: Piedmont Elementary School (7 years) and REACH Academy (2 years). During the summers of 2016-2018, we provided Summer Learning Programs at Hoover Elementary School and Emerson Elementary School for 180 students for six weeks. We value hands-on project-based activities for students to explore different interests including STEM, arts, physical activity, and wellness. We incorporate those activities into our after school programs that serve Oakland children.

### ***Experience and Approach to School Site Partnership and Leadership***

For over 30 years, the YMCA of the East Bay has worked in partnership with school sites and district leaders across Alameda and Contra Costa Counties to provide school-based before and after school programs, childcare, pre-school programming, and community clinics. Our first school site partnership as a lead agency began in 1983. In 1983, the YMCA of the East Bay was approached by Richmond Unified School District (now West Contra Costa Unified School District) to provide school-based mental health counseling. Over the last 20 years, we have expanded our mental health counseling services to 8 sites and included medical and dental clinics at 6 of the 8 sites. We also work closely with our West Contra Costa school sites to develop school-wide literacy programs, nutrition and healthy eating classes, conflict resolution protocols, and financial literacy education for students, teachers, and parents.

Since 2002, the YMCA of the East Bay has been partnering with school districts across Alameda and Contra Costa Counties to provide high-quality afterschool programs. As a lead agency, we currently operate 41 school-based program sites in Oakland Unified School District (2 sites), West Contra Costa Unified School District (17 sites), Fremont Unified School District (10 sites), Castro Valley Unified School District (2 sites), and Mt. Diablo and San Ramon Valley Unified School District (10 sites). Our staff work closely with the principal, teachers, students, and families

to offer programs that resonate with the needs of the community and complement school day programs and school-wide mission. We assess needs, collect feedback, and implement programs that the schools and communities find most valuable.

### ***Strategy in Hiring, Retention, and Provision of Professional Development***

The YMCA of the East Bay is dedicated to staffing our afterschool programs with talented and culturally-competent individuals committed to working in service of children. We recruit and hire individuals that reflect the diversity of the communities we serve. Our recruitment strategy proactively identifies staffing needs, targets candidates, and markets the Y as a premier employer via social media, videos, YMCA vacancy lists, web postings, colleges, other organizations, and word of mouth. Hiring managers use competency based interview questions that align with our mission and vision, youth development model, and agency standards.

The YMCA of the East Bay has a successful employee retention strategy that includes a defined career pathway and professional development tools which encourage long-term employment with the organization. Within our Expanded Learning cohorts, staff attend bi-weekly staff meetings at their sites, monthly one-on-one coaching meetings with their supervisors, and all required YMCA and district training. During one-on-one coaching meetings, staff members are given feedback on their teaching style, leadership, team participation, connection with students, and professional skills. Staff are also given time to share feedback with their supervisor. In addition to one-on-one feedback sessions, we offer 'smart goal setting' three times a year to set long-term programmatic and career goals for staff members. Staff attend mandatory YMCA trainings such as Group Management, Curriculum Building, YMCA Core Values, Diversity and Inclusion, Positive Behavioral Interventions and Supports (PBIS), Building Intentional Communities (BIC), and pertinent district trainings and school site trainings on new academic curriculum and best practices. Recognizing that staff are our most important investment, we are fully prepared to cover additional costs associated with providing exemplary professional development to our afterschool team.

## **FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT**

### ***Basic Budget (See Attached)***

In our sample budget, we propose a team of 1 full-time Site Coordinator, 1 Assistant Coordinator, 4 Group Leaders, and 2 Tutors to serve students at a staffing ratio of 1:20 or better. The OUSD funds will primarily support our frontline staff that work most closely with our youth (a total amount of \$77,000 to support 7 staff members). We will also use OUSD funds to support 5% salary of the ELP Director and Site Coordinator (a total of \$5,500). We cover the rest of the management staffs' salaries from other funds we raise from OFCY, private grants, and annual fundraising campaigns. The OUSD funds will also support our staffs' participation at district professional development days and contracted services such as enrichment activity contractors (Prescott Circus and YWCA TechGyrls).

We also raise funds to purchase program and administrative supplies and to hold family engagement events. We will invest a total of \$8,000 enrichment activity supplies, academic supplies, and physical activity supplies (such as balls, cones, etc.) from OFCY and other funds to offer a variety of activities to our students.

### ***Additional Funding and Resources***

The YMCA of the East Bay leverages diverse funding sources and in-kind resources to offer our expanded learning program in Oakland. First, the YMCA of the East Bay is a grantee of Oakland Fund for Children and Youth (OFCY) to match the contracted ASES funds from OUSD. In the school year of 2020-2021, we secured a total of \$163,866 OFCY funding for our two school sites. Second, our Development Department raises institutional funds from corporate and community foundations year-round. The Director of Development (Julie Rickert), oversees the organization's private grant sources. The highest grant amounts and sources awarded in the 2019-20 fiscal year are Tipping Point Foundation (\$200,000), and Kaiser Permanente (\$300,000).

Examples of grants pending in the 2020-2021 fiscal year include Rite Aid (\$30,000), Wells Fargo (\$20,000), and US Bank (\$10,000). YMCA of the East Bay also holds annual fundraising campaigns. Our volunteers reach out to their communities to fundraise for our cause and programs. For the past three years, the Oakland YMCA branch facility has collectively raised an average of \$200,000 each year; \$50,000 of which was earmarked to support youth programs.

### ***Agency Infrastructure and Processes for Sound Fiscal Management***

Our finance department consists of a CFO, a Controller, a Fiscal Director, an Accounting Manager, 2 Senior accountants\contract & grant compliance specialists, a Payroll Accountant, an Accounts Payable Supervisor, and an Accounting Coordinator (all are hired full-time).

Under the supervision of Cheri Mezzapelle, the CFO, the finance team ensures our organization is compliant with grants and other financial contracts and that grant funds are allocated to the appropriate program. This team works with program staff and other departments to maintain accuracy in our finances and program budgets. Under the supervision of Kelley Maltais, the Chief Human Resource Officer, the Payroll Accountant ensures payroll is processed and employees are paid by the deadline each period.

To ensure sound fiscal management, the finance department holds staff training and supervision, segregation of duties, defined and clear controls over vendors, cash, capital assets, business-related expenses, corporate credit cards, investments, and monthly reconciliation of all bank accounts and balance sheet accounts.

We report our financial status to the board, staff, donors, financial institutions, YMCA of the USA (Y-USA), and the public at all times. Board members and committees review and approve all formal reports prior to submission/disclosure, including the IRS Form 990, annual reports, and audit. We conduct financial audits each fiscal year by hiring a third-party independent contractor. The most recent audited financial statements are from the fiscal year 2019-20 (attached). We are currently preparing for an audit of the fiscal year 2020-21 that is scheduled to start in September. We apply these practices to ensure strong fiscal management of OUSD and City of Oakland funds.

## **AGENCY INFRASTRUCTURE**

### ***Organizational Chart (See Attached)***

Our organization is led by Fran Gallati (President and CEO). Under the President and CEO are association service departments that support branch facilities and community programs. The departments that engage most with our afterschool programs in Oakland are: Finance, Human Resources, and Development. The three departments collaborate on grant and contract compliance (finances and staffing). The Development Department manages grants data and calendar as well as an accurate allocation of grant funding to programs and projects. The Finance Department ensures an accurate bookkeeping, allocation, and budgeting of grant funding, and payroll processing. The Human Resources Department hires and maintains employment requirements such as staffing size, staff qualifications, and labor law compliance.

Our Expanded Learning Program is led by our Program Director, Shamonica Clark. Shamonica, an 8-year veteran of our association, brings 13 years of experience in youth development and management. She manages Site Coordinators, sets the vision for our Expanded Learning Program, and ensures successful programs and evaluations. Our Site Coordinators work closely with Shamonica to hire, train and manage all after school staff.

### ***Administrative System***

The YMCA of the East Bay has an effective and well-documented compliance track record with both OUSD and OFCY funds as well as numerous other funding contracts. With an efficient administrative system in place, we operate our programs fully in compliance with requirements set forth by OUSD and the California Department of Education.

Contract administration compliance, including use and tracking of funds, processing of contract documents, and submission of invoices, are led by our full-time Senior Accountant\Contract & Grant Compliance Specialist. All program expenses require approval and are reviewed bi-weekly by the Compliance Specialist. The finance and development departments

work together to track the consistency and accuracy of our data entry and coding and regularly train staff for data integrity and confidentiality. As a result, we provide timely, accurate, and appropriate implementation, spending, and reporting to all funders and upon request for audits.

The finance and human resources departments work to ensure that our program sites hire the minimum required number of staff with necessary qualifications. The Human Resources Department and the Expanded Learning Program Director ensure compliance with all hiring requirements set forth by the grant contracts including but not limited to staff-child ratio, background check and fingerprints, TB tests, and education requirements. The human resources department ensures that our terms of employment are compliant with the labor law and our employment contracts. We document daily attendance with sign-in and -out and enter the data into the Cityspan database.

### ***Point of Contact with OUSD***

Our site coordinators reflect the communities which they serve. At Piedmont & REACH Academy, our site coordinators have attended the school sites as children. They each bring a sense of family, community and a wealth of knowledge of the community needs to their school sites. Each site coordinator has been well integrated with their school sites attending school staff meetings, giving input on interviews as part of the leadership team, culture and climate team meetings, school wide assemblies, and so much more.



## **YOUTH DEVELOPMENT EXPERTISE, CONTINUOUS QUALITY IMPROVEMENT, AND SCHOOL DISTRICT ALIGNMENT**

### ***Our Program Model***

The YMCA of the East Bay's strategic plan addresses goals in each of our 3 focus areas: Youth Development, Healthy Living, and Social Responsibility. We aim to enhance our qualitative impact in youth development by transforming before and after school programming to achieve healthy outcomes and academic success by utilizing the whole child approach. For decades, we successfully served children and youth in Oakland and its surrounding communities. Over 700 preschool age children participate in our Early childhood intervention programs at our head start facilities, 4,000 children and youth participate in our school-based programs (including afterschool programs) and over 3,000 kids attend our summer day camp and overnight camps each week.

The YMCA of the East Bay's afterschool programs support the cognitive, social-emotional, and physical development of youth. We work with teachers and school admin to develop our program curriculum to meet the specific needs of Oakland youth. The diversity of Oakland is immense, and so we have to provide sensitive and culturally competent programming. Most of our students reside in urban areas where students are exposed to a high level of trauma. Parents often express concerns for the safety of their children when staying after school. In order to address these challenges, we stay grounded in the school community and continuously work with principals, teachers, parents, and students to learn and grow with the community. We host regular family events to support and engage the families of children to emphasize the importance and benefits of afterschool programming. Examples of family events are family orientation meetings, Lights On AfterSchool, Family STEM Night, and Family Literacy Night.

### ***Our Strengths and Areas for Improvement Based on CDE Quality Standards***

The CDE standards fall in alignment with the quality improvement/YPQA process that we use for evaluating areas of strengths and for improvement. We want to continue growing in all 12

areas of standards with our main focus being “youth voice & leadership”. We understand that youth should have input and play an active role in the Expanded Learning Program. The use of the Building Intentional Communities (BIC) curriculum will be our guide as the team rolls out our Lead Up & Buddy Up programs this year. These two programs are designed for students in grades 4-8 to take on an active role within the school community, before and after school. Students that are in these programs will support the school day and after school program in various ways (junior coaches, cafeteria assistants, reading buddies, etc). We understand providing a safe environment for our students and staff will allow for a successful rollout of the Lead Up & Buddy Up programs.

### ***Our Building Staff and Program Capacity***

Within our Expanded Learning cohorts, staff attend bi-weekly staff meetings at their sites, monthly one-on-one coaching meetings with their supervisors, and all required YMCA and district training. During one-on-one coaching meetings, staff members are given feedback on their teaching style, leadership, team participation, connection with students, as well as professional skills. Staff are also given time to share feedback with their supervisor. In addition to one-on-one feedback sessions, we offer ‘smart goal setting’ three times a year to set long-term programmatic and career goals for staff members. Staff attend mandatory YMCA trainings such as Group Management, Curriculum Building, YMCA Core Values, Diversity and Inclusion, Positive Behavioral Interventions and Supports (PBIS), Building Intentional Communities (BIC), as well as pertinent district trainings and school site trainings on new academic curriculum and best practices. Recognizing that staff are our most important investment, we are fully prepared to cover additional costs associated with providing exemplary professional development to our afterschool cadre.

### ***Our Evaluating Program Quality***

To assess program quality and impact of our program practices, we use the Weikart Center for Youth Program Quality’s YPQA process. We also collect feedback from the entire school community including principal, teachers, youth, and parents. We utilize data collected through

YPQA, surveys, and test scores to identify places for improvement and implement changes to our program. For instance, YPQA from Fall 2019 showed that we needed to improve in reflection time at Piedmont. We immediately got the Site Coordinator to train the program instructors and staff to ensure each day contained reflection on activities.

We identified a strength of ours to be creating safe and supportive environments. Our Site Coordinators and Program Instructors are culturally competent and sensitive. They are dedicated to providing a physically and emotionally safe place with positive emotional climate and no biases. We hire staff who reflect communities we serve and train staff in cultural competency.

Through the YPQA tool, we identified that we could improve our student engagement by implementing school-age planning and reflection time. We coach Site Coordinators and Program Instructors on strategies to encourage youth to share what they have done and reflect on their experiences through social emotional learning practices and activities. Our coaching also addresses how to initiate structured opportunities for youth to give feedback on activities. We also want our students to plan their own projects or activities. We coach students on time management for projects or activities so students can develop skills in project planning and execution.

Site Coordinators participate in ongoing professional development such as training, coaching, and workshops throughout the year for a continued education in YPQA and youth development practices. Program Instructors or Group Leaders will participate in 5 days of team training prior to the first day of school and additional training every month. During the team meetings, our staff will reflect on their work and share best practices.

As mentioned, we use YPQA as the core program evaluation tool in assessing the quality of our program and improving our services. Lead staff will conduct YPQA evaluations of their sites twice a year as well as an additional YPQA evaluation of another program site for collaboration. After performing site assessments, the lead staff will provide feedback to each site and work with program staff in developing improvement goals and plans. We understand that OUSD will be adopting a new tool for quality evaluation. We will be adopting the tool when it's ready.

**2020-2021 After School Program Schedule****School Site:** Piedmont Avenue Elementary School**Lead Agency:** Young Men's Christian Association of the East Bay**Name of Program:** Children Learning After School Successfully (CLASS)**School Day End Time on Regular Days** (according to Bell Schedule): 3:00pm**School Day End Time on Minimum Days (according to Bell Schedule):**

1:25pm (TK-3rd grade) 1:35pm (4th/5th grade)

**\*ADD description and explanation of CDE requirements, etc. on the other tab.****Important Notes:**

\* Please note that the after school program must start immediately at the same time that the regular school day ends. Please check the official school bell schedule for 2020-21 for the exact ending time of the regular school program. On minimum days, the after school program must start immediately at the end of minimum day.

Programs must submit this program schedule, along with a copy of the school's 2018-19 bell schedule to the ASPO office for review and approval.

Sign-out and Program Closure cannot occur earlier than 6pm for elementary and middle school programs.

Programs must operate at least 3 hours per day and at least 15 hours per week.

**C.L.A.S.S. Schedule / Week 1**

	August 10, 2020	August 11, 2020	August 12, 2020	August 13, 2020	August 14, 2020
TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1:25-1:50	Sign In	Sign In	Sign In	Sign In	Sign In
1:50-3:00	Community Building	Community Building	Community Building	Community Building	Community Building
3:00-3:30	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
3:30-4:15	Community Building	Community Building	Community Building	Community Building	Community Building
4:15-5:00	Community Building	Community Building	Community Building	Community Building	Community Building
5:00-6:00	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall
6:00 PM	Pick-Up	Pick-Up	Pick-Up	Pick-Up	Pick-Up

**C.L.A.S.S. Schedule / Weeks 2 and 3**

	August 17th/24th, 2020	August 18th/25th, 2020	August 19th/26th, 2020	August 20th/27th, 2020	August 21st/28th, 2020
TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1:25-1:50			Sign In		
1:50-3:00			Community Building		
3:00-3:30	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
3:30-4:15	Community Building	Community Building	Community Building	Community Building	Community Building
4:15-5:00	Community Building	Community Building	Community Building	Community Building	Community Building
5:00-6:00	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall
6:00 PM	Pick-Up	Pick-Up	Pick-Up	Pick-Up	Pick-Up

**C.L.A.S.S. Schedule / Weeks 4 and 5**

	August 31st, 2020	September 1st/8th, 2020	September 2nd/9th, 2020	September 3rd/10th, 2020	September 4th/11th, 2020
TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1:25-1:50	No School		Sign In		
1:50-3:00	September 7th, 2020		Community Building		
3:00-3:30	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
3:30-4:15	Community Building	Tribe	Tribe	Tribe	Community Building
4:15-5:00	Recreation	Recreation	Recreation	Recreation	Recreation
5:00-6:00	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	Community Building
6:00 PM	Pick-Up	Pick-Up	Pick-Up	Pick-Up	Pick-Up

**C.L.A.S.S. Schedule / Week 6 (and beyond!)**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
TIME					
1:25-1:50			Sign In		
1:50-3:00			STEAM		
3:00-3:30	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
3:30-4:15	Community Building	Tribe	Enrichment	Tribe	Enrichment
4:15-5:00	Recreation	Recreation	Recreation	Recreation	Recreation
5:00-6:00	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	Homework/Study Hall	STEAM
6:00 PM	Pick-Up	Pick-Up	Pick-Up	Pick-Up	Pick-Up

Piedmont Avenue Elementary School				Which required CDE component does this activity meet?	Explain how the activity is meeting CDE requirements. How are you ensuring it is high-quality?
Children Learning After School Successfully 2020-2021				Use drop down menu	
Items	Program Title	Description	Staff		
1	Homework - 1st grade	A structured opportunity for students to begin/attempt/finish their homework with the support of line staff and opportunities to work together	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, working with line staff and school to identify areas of additional need, providing a safe space for students to learn
2	Homework - 2nd grade	A structured opportunity for students to begin/attempt/finish their homework with the support of line staff and opportunities to work together	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, working with line staff and school to identify areas of additional need, providing a safe space for students to learn
3	Homework - 3rd grade	A structured opportunity for students to begin/attempt/finish their homework with the support of line staff and opportunities to work together	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, working with line staff and school to identify areas of additional need, providing a safe space for students to learn
4	Homework - 4th grade	A structured opportunity for students to begin/attempt/finish their homework with the support of line staff and opportunities to work together	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, working with line staff and school to identify areas of additional need, providing a safe space for students to learn
5	Homework - 5th grade	A structured opportunity for students to begin/attempt/finish their homework with the support of line staff and opportunities to work together	Michelle Jaramillo	Educational and Literacy Component	Coaching, peer and supervisor observations, working with line staff and school to identify areas of additional need, providing a safe space for students to learn
6	Tribe - 1st grade	A M/T/Th session that provides students with additional academic time, to reinforce school day learning. Lessons are based on the school's academic blueprint and may be altered to appropriate learning opportunities (ex: history months, program-wide activities...)	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, providing staff with academic calendar that aligns with school day, allow for student voice to develop engaging and academic activities.
7	Tribe - 2nd grade	A M/T/Th session that provides students with additional academic time, to reinforce school day learning. Lessons are based on the school's academic blueprint and may be altered to appropriate learning opportunities (ex: history months, program-wide activities...)	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, providing staff with academic calendar that aligns with school day, allow for student voice to develop engaging and academic activities.
8	Tribe - 3rd grade	A M/T/Th session that provides students with additional academic time, to reinforce school day learning. Lessons are based on the school's academic blueprint and may be altered to appropriate learning opportunities (ex: history months, program-wide activities...)	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, providing staff with academic calendar that aligns with school day, allow for student voice to develop engaging and academic activities.
9	Tribe - 4th grade	A M/T/Th session that provides students with additional academic time, to reinforce school day learning. Lessons are based on the school's academic blueprint and may be altered to appropriate learning opportunities (ex: history months, program-wide activities...)	TBD	Educational and Literacy Component	Coaching, peer and supervisor observations, providing staff with academic calendar that aligns with school day, allow for student voice to develop engaging and academic activities.
10	Tribe - 5th grade	A M/T/Th session that provides students with additional academic time, to reinforce school day learning. Lessons are based on the school's academic blueprint and may be altered to appropriate learning opportunities (ex: history months, program-wide activities...)	Michelle Jaramillo	Educational and Literacy Component	Coaching, peer and supervisor observations, providing staff with academic calendar that aligns with school day, allow for student voice to develop engaging and academic activities.
11	Recreation - 1st grade	A daily 45 minutes for students to engage in physical activity during program. They may be able to have opportunities to participate alongside peers in other grades.	TBD	Physical Activity	Coaching, observations, collaborating with Coaching Corp
12	Recreation - 2nd grade	A daily 45 minutes for students to engage in physical activity during program. They may be able to have opportunities to participate alongside peers in other grades.	TBD	Physical Activity	Coaching, observations, collaborating with Coaching Corp
13	Recreation - 3rd grade	A daily 45 minutes for students to engage in physical activity during program. They may be able to have opportunities to participate alongside peers in other grades.	TBD	Physical Activity	Coaching, observations, collaborating with Coaching Corp
14	Recreation - 4th grade	A daily 45 minutes for students to engage in physical activity during program. They may be able to have opportunities to participate alongside peers in other grades.	TBD	Physical Activity	Coaching, observations, collaborating with Coaching Corp
15	Recreation - 5th grade	A daily 45 minutes for students to engage in physical activity during program. They may be able to have opportunities to participate alongside peers in other grades.	Michelle Jaramillo	Physical Activity	Coaching, observations, collaborating with Coaching Corp
16	STEAM - 1st grade	A W/F session where students are able to learn about different science, technology, engineering, art, or music components.	TBD	Educational Enrichment	Coaching, peer observations, further developing existing curriculum, allowing opportunities for student leadership
17	STEAM - 2nd grade	A W/F session where students are able to learn about different science, technology, engineering, art, or music components.	TBD	Educational Enrichment	Coaching, peer observations, further developing existing curriculum, allowing opportunities for student leadership
18	STEAM - 3rd grade	A W/F session where students are able to learn about different science, technology, engineering, art, or music components.	TBD	Educational Enrichment	Coaching, peer observations, further developing existing curriculum, allowing opportunities for student leadership
19	STEAM - 4th grade	A W/F session where students are able to learn about different science, technology, engineering, art, or music components.	TBD	Educational Enrichment	Coaching, peer observations, further developing existing curriculum, allowing opportunities for student leadership
20	STEAM - 5th grade	A W/F session where students are able to learn about different science, technology, engineering, art, or music components.	Michelle Jaramillo	Educational Enrichment	Coaching, peer observations, further developing existing curriculum, allowing opportunities for student leadership
21	Enrichment - TBD	Line staff led activities, where they develop the lesson plans. Students are able to vote on which enrichment they would choose.	TBD	Educational Enrichment	Coaching, peer and supervisor observations, staff created lesson plans along with CDE requirements, working collaboratively to modify activities for appropriate age group(s)
22	Enrichment - TBD	Line staff led activities, where they develop the lesson plans. Students are able to vote on which enrichment they would choose.	TBD	Educational Enrichment	Coaching, peer and supervisor observations, staff created lesson plans along with CDE requirements, working collaboratively to modify activities for appropriate age group(s)
23	Enrichment - TBD	Line staff led activities, where they develop the lesson plans. Students are able to vote on which enrichment they would choose.	TBD	Educational Enrichment	Coaching, peer and supervisor observations, staff created lesson plans along with CDE requirements, working collaboratively to modify activities for appropriate age group(s)
24	Enrichment - Sports	Line staff led activities, where they develop the lesson plans. Students are able to vote on which enrichment they would choose.	TBD	Educational Enrichment/Physical Activity	Coaching, peer and supervisor observations, staff created lesson plans along with CDE requirements, working collaboratively to modify activities for appropriate age group(s)
25	Enrichment - TBD	Line staff led activities, where they develop the lesson plans. Students are able to vote on which enrichment they would choose.	Michelle Jaramillo	Educational Enrichment	Coaching, peer and supervisor observations, staff created lesson plans along with CDE requirements, working collaboratively to modify activities for appropriate age group(s)

## AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01.2020

Site Name:	SAMPLE SCHOOL		ASES		%	Other School Site Funds	Other Lead Agency Funds
			WCCUSD	Lead Agency		OFCY	Lead Agency
	<b>TOTAL GRANT AWARD</b>		<b>133,000</b>			<b>82,500.00</b>	<b>46,500.00</b>

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, SUPPLIES

### BENEFITS

	Lead Agency benefits (rate: 25%)			20,400.00		13,700.00	
	<b>Total benefits</b>			<b>20,400.00</b>		<b>13,700.00</b>	

### BOOKS AND SUPPLIES

	Supplies (WCCUSD only, except for Summer Supplemental)			2,000.00		8,000.00	
	Professional Development for Site Staff			1,000.00			
	<b>Total books and supplies</b>			<b>3,000.00</b>		<b>8,000.00</b>	

### CONTRACTED SERVICES

	Site Coordinator (Full Time)			2,500.00		42,500.00	
	Assistant Site Coordinator (900 Hours)			17,000.00			
	Group Leader (800 Hours)			14,000.00			
	Group Leader (800 Hours)			14,000.00			
	Group Leader (800 Hours)			13,000.00			
	Group Leader (800 Hours)			13,000.00			
	Tutor (180 Hours)			3,000.00			
	Tutor (180 Hours)			3,000.00			
	ELP Director (5%)			3,000.00		10,000.00	
	Prescott Circus			1,500.00		4,500.00	
	YWCA Techgyrls			500.00			
	<b>Total services</b>			<b>84,500.00</b>		<b>57,000.00</b>	

### IN-KIND DIRECT SERVICES

	Office Supplies						1,000.00
	Cell Phone						500.00
	YMCA Staff Memberships (\$800 per year per staff)						4,000.00
	ELP Director Support (20%)						19,000.00
	Executive Director Support (10%)						12,000.00
	<b>Total value of in-kind direct services</b>						<b>36,500.00</b>

### LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			3,200.00		3,300.00	
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### SUBTOTALS

	<b>Subtotals DIRECT SERVICE</b>		<b>5,100</b>	<b>107,900.00</b>		<b>79,200.00</b>	<b>34,500.00</b>
	<b>Subtotals Admin/Indirect</b>		<b>16,800</b>	<b>3,200.00</b>		<b>3,300.00</b>	<b>12,000.00</b>

### TOTALS

	Total budgeted per column		21,900.00	111,100.00		82,500.00	46,500.00
	<b>Total BUDGETED</b>		<b>133,000.00</b>			<b>82,500.00</b>	<b>46,500.00</b>

## PUBLIC DISCLOSURE COPY

Form **990**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](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019****Open to Public Inspection**

<b>A</b> For the 2019 calendar year, or tax year beginning <u>07/01</u> , 2019, and ending <u>06/30</u> , 20 <u>20</u>	
<b>B</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	<b>C</b> Name of organization <u>YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY</u> Doing business as <u>YMCA OF THE EAST BAY</u> Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>2330 BROADWAY</u> City or town, state or province, country, and ZIP or foreign postal code <u>OAKLAND, CA 94612</u>
	<b>D</b> Employer identification number <u>94-1156635</u>
	<b>E</b> Telephone number <u>(510) 318-7657</u>
	<b>G</b> Gross receipts \$ <u>106,303,304</u>
	<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) <b>H(c)</b> Group exemption number ▶
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
<b>J</b> Website: ▶ <u>WWW.YMCAEASTBAY.ORG</u>	
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	<b>L</b> Year of formation: <u>1909</u> <b>M</b> State of legal domicile: <u>CA</u>

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <u>TO SUPPORT SPIRITUAL, MENTAL, AND PHYSICAL GROWTH, TO BUILD COMMUNITY, AND TO SERVE.</u>
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) . . . . . <b>3</b> <u>26</u>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) . . . . . <b>4</b> <u>26</u>
	<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a) . . . . . <b>5</b> <u>2,108</u>
	<b>6</b> Total number of volunteers (estimate if necessary) . . . . . <b>6</b> <u>1,050</u>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 . . . . . <b>7a</b> <u>0</u>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 39 . . . . . <b>7b</b> <u>0</u>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h) . . . . . <u>27,337,826</u> <b>Prior Year</b> <u>32,128,740</u> <b>Current Year</b>
	<b>9</b> Program service revenue (Part VIII, line 2g) . . . . . <u>40,863,808</u> <u>30,248,961</u>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) . . . . . <u>1,507,596</u> <u>1,946,576</u>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) . . . . . <u>1,920,207</u> <u>1,236,827</u>
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) <u>71,629,437</u> <u>65,561,104</u>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3) . . . . . <u>0</u> <u>0</u>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) . . . . . <u>43,211,146</u> <u>39,366,769</u>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) <u>43,211,146</u> <u>39,366,769</u>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e) . . . . . <u>0</u> <u>0</u>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>378,249</u>
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) . . . . . <u>23,584,307</u> <u>20,031,375</u>
	<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) <u>66,795,453</u> <u>59,398,144</u>
<b>19</b> Revenue less expenses. Subtract line 18 from line 12 <u>4,833,984</u> <u>6,162,960</u>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16) . . . . . <u>101,741,446</u> <b>Beginning of Current Year</b> <u>105,820,714</u> <b>End of Year</b>
	<b>21</b> Total liabilities (Part X, line 26) . . . . . <u>14,795,005</u> <u>13,733,346</u>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 <u>86,946,441</u> <u>92,087,368</u>

**Part II Signature Block**

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

<b>Sign Here</b>	Signature of officer		Date		
	<u>CHERI MEZZAPELLE, VICE PRESIDENT / CFO</u>				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	<u>TRACY L TEALE</u>				<u>P00233621</u>
	Firm's name ▶ <u>RINA</u>	Firm's EIN ▶			
	Firm's address ▶ <u>150 POST STREET, SUITE 200, SAN FRANCISCO, CA 94108</u>	Phone no. <u>(415) 321-1840</u>			

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

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11282Y

Form **990** (2019)

**Part III Statement of Program Service Accomplishments**Check if Schedule O contains a response or note to any line in this Part III ☐ Yes ☒ No

- 1** Briefly describe the organization's mission:  
 FOUNDED IN 1903, THE YMCA ( "Y") IS ONE OF THE OLDEST HUMAN SERVICES ORGANIZATIONS IN THE EAST BAY AND A LEADER IN PROVIDING INNOVATIVE PROGRAMS TO EMPOWER YOUTH, ADVANCE HEALTH AND STRENGTHEN COMMUNITIES. THE Y SERVES MORE THAN 89,000 PEOPLE EACH YEAR WITH PRIORITIES IN EARLY CHILDHOOD IMPACT, YOUTH DEVELOPMENT AND HEALTHY COMMUNITES.
- 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 \$ 35,714,532 including grants of \$ ) (Revenue \$ 10,436,354 )

YOUTH DEVELOPMENT - ALL KIDS DESERVE THE OPPORTUNITY TO DISCOVER WHO THEY ARE AND WHAT THEY CAN ACHIEVE AND OUR Y IS COMMITTED TO NURTURING THE POTENTIAL OF EVERY CHILD AND TEEN. OUR WIDE ARRAY OF PROGRAMS HELP YOUNG PEOPLE CULTIVATE THE VALUES, SKILLS AND RELATIONSHIPS THAT LEAD TO POSITIVE BEHAVIORS, IMPROVED HEALTH AND EDUCATIONAL ACHIEVEMENT.

EARLY CHILDHOOD IMPACT - THERE IS A MASSIVE OPPORTUNITY GAP BETWEEN THOSE WITH MEANS AND THOSE WITHOUT. THE YMCA STRIVES TO ELIMINATE THAT GAP BY PROVIDING HIGH QUALITY EARLY LEARNING, FAMILY SUPPORT, EDUCATION AND TRAINING OPPORTUNITIES FOR PARENTS TO BETTER SUPPORT THE CHILDREN'S SUCCESS EMOTIONALLY, SOCIALLY, AND COGNITIVELY. THE Y OFFERS HEADSTART, EARLY HEADSTART AND STATE FUNDED CHILDCARE AND PRESCHOOL PROGRAMS, CONNECTIONS WITH MEDICAL AND DENTAL SERVICES, FAMILY SUPPORT, GOAL SETTING AND COUNSELING FOR FAMILIES SERVICING TRAUMA INFLUENCED CHILDREN.  
 (CONTINUED ON SCHEDULE O)

**4b** (Code: ) (Expenses \$ 15,695,796 including grants of \$ ) (Revenue \$ 18,242,152 )

HEALTHY COMMUNITIES - THE Y IS FOCUSED ON IMPROVING INDIVIDUAL, FAMILY AND COMMUNITY HEALTH BY HELPING INDIVIDUALS INCORPORATE EXERCISE AS A REGULAR PART OF THEIR LIFESTYLE. THE YMCA RECOGNIZES THE SOCIETAL BARRIERS THAT MAKE IT CHALLENGING TO ACHIEVE A HEALTHY LIFESTYLE AND HAS DESIGNED PROGRAMS TO HELP PEOPLE FIND THEIR PERSONAL PATHWAY TO HEALTH IN BOTH INDIVIDUAL AND GROUP SETTINGS.

**4c** (Code: ) (Expenses \$ 2,045,024 including grants of \$ ) (Revenue \$ 1,570,455 )

SOCIAL RESPONSIBILITY - THE Y RECOGNIZES THAT AS AN AGENT FOR CHANGE, WE HAVE A LARGER RESPONSIBILITY TO THE COMMUNITY. THE Y DEVELOPS PROGRAMS IN SUCH A WAY THAT ENSURES EVERYONE CAN PARTICIPATE AND SUPPORTS OTHER EFFORTS TO IMPROVE THE OVERALL HEALTH OF A COMMUNITY SUCH AS SUPPORTING SAFE ROUTES TO SCHOOL, BIKE-ABLE AND WALKABLE COMMUNITY AND HEALTHY FOOD POLICIES. FOR EXAMPLE, OUR BERKELEY BRANCH PROVIDES AFFORDABLE RESIDENCE FACILITIES FOR THOSE WITH LIMITED FINANCIAL RESOURCES, WHO CAN ALSO BENEFIT FROM THE SUPPORT OF OUR PROGRAMS. ADDITIONALLY, PROGRAMS AND EVENTS ARE HELD THROUGHOUT THE YEAR TO FOSTER COMMUNITY AND CELEBRATE OUR GROWING AND DIVERSE MEMBER BASE.

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

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

**4e** Total program service expenses **53,455,352**



**Part IV Checklist of Required Schedules**

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

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

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

**Part V Statements Regarding Other IRS Filings and Tax Compliance**Check if Schedule O contains a response or note to any line in this Part V . . . . . ☐

	Yes	No
<b>1a</b> Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable . . . . .	<b>1a</b>	186
<b>b</b> Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable . . . . .	<b>1b</b>	0
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? . . . . .	<b>1c</b>	✓

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

		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return <b>2a</b> 2,108		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<input checked="" type="checkbox"/>	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		<input checked="" type="checkbox"/>
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		<input checked="" type="checkbox"/>
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year <b>7d</b>		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12 <b>10a</b>		
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities <b>10b</b>		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders <b>11a</b>		
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) <b>11b</b>		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year <b>12b</b>		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note:</b> See the instructions for additional information the organization must report on Schedule O.		
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans <b>13b</b>		
<b>c</b>	Enter the amount of reserves on hand <b>13c</b>		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O		
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		<input checked="" type="checkbox"/>
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		<input checked="" type="checkbox"/>

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

**Section A. Governing Body and Management**

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

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

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

**Section C. Disclosure**

**17** List the states with which a copy of this Form 990 is required to be filed ► CA

**18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

**19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

**20** State the name, address, and telephone number of the person who possesses the organization's books and records ►  
CHERI MEZZAPELLE, 2330 BROADWAY, OAKLAND, CA 94612, (510) 318-7657



**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 (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) MATTHEW BURROWS SECRETARY & TRUSTEE	1.0	✓		✓				0	0	0
(2) CRAIG FENDEL TREASURER & TRUSTEE	1.0	✓		✓				0	0	0
(3) NAILAH THOMPSON CHAIR & TRUSTEE	1.0	✓		✓				0	0	0
(4) ANDY WILLIAMS VICE CHAIR & TRUSTEE	1.0	✓		✓				0	0	0
(5) OTT AMELIA ECI COUNCIL VICE CHAIR & TRUSTEE	1.0	✓						0	0	0
(6) ANGELA ANDERSON TRUSTEE	1.0	✓						0	0	0
(7) JAN BONO TRUSTEE	1.0	✓						0	0	0
(8) MARJORIE COX TRUSTEE	1.0	✓						0	0	0
(9) DAVID DEUTSCHER TRUSTEE	1.0	✓						0	0	0
(10) ERIC EISENBERG TRUSTEE	1.0	✓						0	0	0
(11) JERRY FLEMING TRUSTEE	1.0	✓						0	0	0
(12) JACK GARDNER TRUSTEE	1.0	✓						0	0	0
(13) SETH HAMALIAN TRUSTEE	1.0	✓						0	0	0
(14) TIM HASSLER TRUSTEE	1.0	✓						0	0	0

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

(A) Name and title	(B) Average hours 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			
(15) KEN KUCHMAN TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(16) JESSE NELSON TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(17) TOM RATCLIFF TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(18) CHAUD RICHARDS TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(19) KARINA RIVERA TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(20) SUSAN RUSSELL TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(21) CHRIS SHUTTLESWORTH TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(22) DARRELL SOOY TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(23) JUANITA TASBY ECI COUNCIL CHAIR & TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(24) AMY THARPE TRUSTEE	1.0	<input checked="" type="checkbox"/>						0	0	0
(25) (SEE STATEMENT)										
<b>1b Subtotal</b>								0	0	0
<b>c Total from continuation sheets to Part VII, Section A</b>								2,063,933	0	268,162
<b>d Total (add lines 1b and 1c)</b>								2,063,933	0	268,162

**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 **18**

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>4</b> 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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>5</b> 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>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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
KIDANGO, 44000 OLD WARM SPRINGS BLVD, FREMONT, CA 94538	CHILDCARE SERVICES	1,841,487
MARVIN COLLINS CONSTRUCTION, 226 LINUS PAULING DR. STE A, HERCULES, CA 94547	CONSTRUCTION	1,370,904
CHARLES PANKOW BUILDERS, 1111 BROADWAY, STE 200, OAKLAND, CA 94607	CONSTRUCTION	806,547
CONCAR INDUSTRIES LLC, 1717 SOLANO WAY, STE 31, CONCORD, CA 94520	JANITORIAL SERVICE	764,390
CALIF YMCA YOUTH & GOV'T, 1792 TRIBUTE RD., STE 480, SACRAMENTO, CA 95815	YOUTH PROGRAMS	483,100

**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 **29**

**Part VIII Statement of Revenue**Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b>	Federated campaigns . . . . .	<b>1a</b>	0			
	<b>b</b>	Membership dues . . . . .	<b>1b</b>	0			
	<b>c</b>	Fundraising events . . . . .	<b>1c</b>	0			
	<b>d</b>	Related organizations . . . . .	<b>1d</b>	0			
	<b>e</b>	Government grants (contributions)	<b>1e</b>	26,730,521			
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	5,398,219			
	<b>g</b>	Noncash contributions included in lines 1a-1f . . . . .	<b>1g</b>	\$ 659,463			
	<b>h</b>	<b>Total.</b> Add lines 1a-1f . . . . .		32,128,740			
<b>Program Service Revenue</b>	Business Code						
	<b>2a</b>	HEALTHY LIVING		18,242,152	18,242,152		
	<b>b</b>	YOUTH DEVELOPMENT		10,436,354	10,436,354		
	<b>c</b>	SOCIAL RESPONSIBILITY		1,570,455	1,570,455		
	<b>d</b>						
	<b>e</b>						
	<b>f</b>	All other program service revenue . . . . .		0	0	0	0
	<b>g</b>	<b>Total.</b> Add lines 2a-2f . . . . .		30,248,961			
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) . . . . .		894,647			894,647
	<b>4</b>	Income from investment of tax-exempt bond proceeds		0			0
	<b>5</b>	Royalties . . . . .		0			0
	<b>6a</b>	Gross rents . . . . .	(i) Real	1,114,501	112,899		
	<b>b</b>	Less: rental expenses	(ii) Personal				
	<b>c</b>	Rental income or (loss)		1,114,501	112,899		
	<b>d</b>	Net rental income or (loss) . . . . .		1,227,400			1,227,400
	<b>7a</b>	Gross amount from sales of assets other than inventory	(i) Securities	41,760,706	20,975		
	<b>b</b>	Less: cost or other basis and sales expenses . . . . .	(ii) Other	40,669,465	60,287		
	<b>c</b>	Gain or (loss) . . . . .		1,091,241	(39,312)		
	<b>d</b>	Net gain or (loss) . . . . .		1,051,929			1,051,929
	<b>8a</b>	Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18 . . . . .		2,024			
	<b>b</b>	Less: direct expenses . . . . .		1,854			
	<b>c</b>	Net income or (loss) from fundraising events . . . . .		170			170
	<b>9a</b>	Gross income from gaming activities. See Part IV, line 19 . . . . .					
	<b>b</b>	Less: direct expenses . . . . .					
	<b>c</b>	Net income or (loss) from gaming activities . . . . .					
	<b>10a</b>	Gross sales of inventory, less returns and allowances . . . . .		19,851			
	<b>b</b>	Less: cost of goods sold . . . . .		10,594			
	<b>c</b>	Net income or (loss) from sales of inventory . . . . .		9,257			9,257
<b>Miscellaneous Revenue</b>	Business Code						
	<b>11a</b>						
	<b>b</b>						
	<b>c</b>						
	<b>d</b>	All other revenue . . . . .		0	0	0	0
	<b>e</b>	<b>Total.</b> Add lines 11a-11d . . . . .		0			
<b>12</b>	<b>Total revenue.</b> See instructions . . . . .		65,561,104	30,248,961	0	3,183,403	

**Part IX Statement of Functional Expenses**

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

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . . . .				
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .	0	0		
<b>4</b> Benefits paid to or for members . . . . .				
<b>5</b> Compensation of current officers, directors, trustees, and key employees . . . . .	1,318,199		1,318,199	
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .				
<b>7</b> Other salaries and wages . . . . .	28,523,068	26,933,292	1,346,495	243,281
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .	1,758,862	1,619,557	117,224	22,081
<b>9</b> Other employee benefits . . . . .	3,707,028	3,521,723	157,871	27,434
<b>10</b> Payroll taxes . . . . .	4,059,612	3,834,731	203,285	21,596
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management . . . . .				
<b>b</b> Legal . . . . .	232,894		232,894	
<b>c</b> Accounting . . . . .	63,800		63,800	
<b>d</b> Lobbying . . . . .				
<b>e</b> Professional fundraising services. See Part IV, line 17 . . . . .				
<b>f</b> Investment management fees . . . . .				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . . . . .	3,640,994	2,917,325	722,170	1,499
<b>12</b> Advertising and promotion . . . . .	64,737	42,912	21,450	375
<b>13</b> Office expenses . . . . .	362,157	221,328	121,456	19,373
<b>14</b> Information technology . . . . .	410,901	329,824	80,399	678
<b>15</b> Royalties . . . . .				
<b>16</b> Occupancy . . . . .	5,373,622	5,136,920	236,188	514
<b>17</b> Travel . . . . .	580,316	540,008	38,313	1,995
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .				
<b>19</b> Conferences, conventions, and meetings . . . . .	629,778	551,126	75,875	2,777
<b>20</b> Interest . . . . .	158,055	154,725	3,330	
<b>21</b> Payments to affiliates . . . . .	375,567	0	375,567	0
<b>22</b> Depreciation, depletion, and amortization . . . . .	3,206,622	3,153,493	53,129	
<b>23</b> Insurance . . . . .	486,460	380,962	105,498	
<b>24</b> Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
<b>a</b> PROGRAM SUPPLIES . . . . .	2,402,680	2,375,061	17,061	10,558
<b>b</b> EQUIPMENT . . . . .	974,093	793,452	180,237	404
<b>c</b> CREDIT CARD PROCESSING FEES . . . . .	473,902	458,917	3,187	11,798
<b>d</b> BAD DEBT EXPENSE . . . . .	97,080	97,514	(637)	203
<b>e</b> All other expenses . . . . .	497,717	392,482	91,552	13,683
<b>25</b> Total functional expenses. Add lines 1 through 24e . . . . .	59,398,144	53,455,352	5,564,543	378,249
<b>26</b> 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
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .		<b>1</b>	
	<b>2</b> Savings and temporary cash investments . . . . .	3,454,599	<b>2</b>	3,002,032
	<b>3</b> Pledges and grants receivable, net . . . . .	5,230,925	<b>3</b>	2,587,148
	<b>4</b> Accounts receivable, net . . . . .	498,035	<b>4</b>	489,855
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>5</b>	0
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .	0	<b>6</b>	0
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>	
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . .	1,069,680	<b>9</b>	826,399
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b> 102,532,082		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 50,427,640		
	<b>11</b> Investments—publicly traded securities . . . . .	37,870,742	<b>11</b>	45,117,876
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .	997,562	<b>12</b>	1,056,300
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .	0	<b>13</b>	0
	<b>14</b> Intangible assets . . . . .		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 . . . . .	675,091	<b>15</b>	636,662
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .	101,741,446	<b>16</b>	105,820,714	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	5,864,321	<b>17</b>	6,136,732
	<b>18</b> Grants payable . . . . .		<b>18</b>	
	<b>19</b> Deferred revenue . . . . .	1,939,964	<b>19</b>	1,706,680
	<b>20</b> Tax-exempt bond liabilities . . . . .	6,342,531	<b>20</b>	5,285,549
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .	648,189	<b>21</b>	604,385
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>22</b>	0
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .	0	<b>23</b>	0
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .	0	<b>24</b>	0
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .	0	<b>25</b>	0
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25 . . . . .	14,795,005	<b>26</b>	13,733,346
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .	76,764,620	<b>27</b>	81,737,546
	<b>28</b> Net assets with donor restrictions . . . . .	10,181,821	<b>28</b>	10,349,822
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>31</b>	
	<b>32</b> Total net assets or fund balances . . . . .	86,946,441	<b>32</b>	92,087,368
<b>33</b> Total liabilities and net assets/fund balances . . . . .	101,741,446	<b>33</b>	105,820,714	

Form **990** (2019)

**Part XI Reconciliation of Net Assets**Check if Schedule O contains a response or note to any line in this Part XI ☐

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12) . . . . .	<b>1</b>	65,561,104
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25) . . . . .	<b>2</b>	59,398,144
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1 . . . . .	<b>3</b>	6,162,960
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A)) . . . . .	<b>4</b>	86,946,441
<b>5</b>	Net unrealized gains (losses) on investments . . . . .	<b>5</b>	(1,022,033)
<b>6</b>	Donated services and use of facilities . . . . .	<b>6</b>	
<b>7</b>	Investment expenses . . . . .	<b>7</b>	
<b>8</b>	Prior period adjustments . . . . .	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O) . . . . .	<b>9</b>	0
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B)) . . . . .	<b>10</b>	92,087,368

**Part XII Financial Statements and Reporting**Check if Schedule O contains a response or note to any line in this Part XII ☐

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

Form **990** (2019)

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

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (Check all that apply)						(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			
(25) DEWAYNE WALTON ----- TRUSTEE	1.0 -----	✓						0	0	0
(26) FRANCIS GALLATI ----- PRESIDENT/CEO	40.0 -----			✓				590,885	0	54,125
(27) MICHAEL CASSIDY ----- VICE PRESIDENT/COO	40.0 -----			✓				257,286	0	34,123
(28) CHERI MEZZAPELLE ----- VICE PRESIDENT/CFO	40.0 -----			✓				210,832	0	30,064
(29) KELLEY MALTAIS ----- VICE PRESIDENT/CHRO	40.0 -----			✓				229,834	0	32,422
(30) LARRY GAYDEN ----- VICE PRESIDENT/FINANCE	40.0 -----					✓		105,023	0	14,223
(31) HAE WON RHOW ----- VICE PRESIDENT/EX DIRECTOR	40.0 -----					✓		184,701	0	27,495
(32) ANTHONY RODRIQUES ----- VICE PRESIDENT/FACILITIES	40.0 -----					✓		145,238	0	23,605
(33) MICHAEL SAENZ ----- VICE PRESIDENT/EX DIRECTOR	40.0 -----					✓		154,267	0	24,495
(34) PAMELA BETH SHAW ----- VICE PRESIDENT/EX DIRECTOR	40.0 -----					✓		185,867	0	27,610

**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.

► **Attach to Form 990 or Form 990-EZ.**

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

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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 $\frac{1}{3}$ % 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 $\frac{1}{3}$ % 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)						
<b>Total</b>						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Cat. No. 11285F

Schedule A (Form 990 or 990-EZ) 2019

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

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

**Section A. Public Support**

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

**Section B. Total Support**

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

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

<b>14</b> Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) . . . . .	<b>14</b>	%
<b>15</b> Public support percentage from 2018 Schedule A, Part II, line 14 . . . . .	<b>15</b>	%
<b>16a 33⅓% support test—2019.</b> If the organization did not check the box on line 13, and line 14 is 33⅓% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . . <input type="checkbox"/>		
<b>b 33⅓% support test—2018.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33⅓% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . . <input type="checkbox"/>		
<b>17a 10%-facts-and-circumstances test—2019.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . . <input type="checkbox"/>		
<b>b 10%-facts-and-circumstances test—2018.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . . <input type="checkbox"/>		
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . <input type="checkbox"/>		

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

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	9,515,730	11,524,646	27,814,778	27,337,826	32,128,740	108,321,720
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . .	21,088,000	21,014,252	41,747,067	40,863,808	30,248,961	154,962,088
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						0
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . .						0
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . .						0
<b>6 Total.</b> Add lines 1 through 5 . . . .	30,603,730	32,538,898	69,561,845	68,201,634	62,377,701	263,283,808
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . .	57,773	34,950	96,469	48,302	224,655	462,149
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . .	0	0	0	0	0	0
<b>c</b> Add lines 7a and 7b . . . .	57,773	34,950	96,469	48,302	224,655	462,149
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . .						262,821,659

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>9</b> Amounts from line 6 . . . .	30,603,730	32,538,898	69,561,845	68,201,634	62,377,701	263,283,808
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . .	608,011	562,859	2,837,078	2,735,747	2,122,047	8,865,742
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . .						0
<b>c</b> Add lines 10a and 10b . . . .	608,011	562,859	2,837,078	2,735,747	2,122,047	8,865,742
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . .						0
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . .	56,378	54,252	50,929	4,211	2,024	167,794
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . .	31,268,119	33,156,009	72,449,852	70,941,592	64,501,772	272,317,344
<b>14 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . <input type="checkbox"/>						

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

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) . . . .	<b>15</b>	96.51 %
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15 . . . .	<b>16</b>	96.69 %

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

<b>17</b> Investment income percentage for <b>2019</b> (line 10c, column (f), divided by line 13, column (f)) . . . .	<b>17</b>	3.26 %
<b>18</b> Investment income percentage from <b>2018</b> Schedule A, Part III, line 17 . . . .	<b>18</b>	3.05 %
<b>19a 33 1/3% support tests—2019.</b> 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 <b>stop here</b> . The organization qualifies as a publicly supported organization . . . . <input checked="" type="checkbox"/>		
<b>b 33 1/3% support tests—2018.</b> 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 <b>stop here</b> . The organization qualifies as a publicly supported organization . . . . <input type="checkbox"/>		
<b>20 Private foundation.</b> If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . <input type="checkbox"/>		

**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
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in <b>Part VI</b> how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> 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 <b>Part VI</b> how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> 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>b</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 <b>Part VI</b> when and how the organization made the determination.</i>		
<b>c</b> 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 <b>Part VI</b> what controls the organization put in place to ensure such use.</i>		
<b>4a</b> 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>b</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 <b>Part VI</b> how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> 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 <b>Part VI</b> 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>		
<b>5a</b> 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 <b>Part VI</b>, 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>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> 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 <b>Part VI</b>.</i>		
<b>7</b> 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>		
<b>8</b> 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>		
<b>9a</b> 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 <b>Part VI</b>.</i>		
<b>b</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 <b>Part VI</b>.</i>		
<b>c</b> 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 <b>Part VI</b>.</i>		
<b>10a</b> 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>b</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)

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

**Section B. Type I Supporting Organizations**

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

**Section C. Type II Supporting Organizations**

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

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

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

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

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



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

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

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

Schedule A (Form 990 or 990-EZ) 2019

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

Section D—Distributions		Current Year	
<b>1</b>	Amounts paid to supported organizations to accomplish exempt purposes		
<b>2</b>	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
<b>3</b>	Administrative expenses paid to accomplish exempt purposes of supported organizations		
<b>4</b>	Amounts paid to acquire exempt-use assets		
<b>5</b>	Qualified set-aside amounts (prior IRS approval required)		
<b>6</b>	Other distributions (describe in <b>Part VI</b> ). See instructions.		
<b>7</b>	<b>Total annual distributions.</b> Add lines 1 through 6.		
<b>8</b>	Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.		
<b>9</b>	Distributable amount for 2019 from Section C, line 6		
<b>10</b>	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
<b>1</b> Distributable amount for 2019 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2019 (reasonable cause required—explain in <b>Part VI</b> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2019			
<b>a</b> From 2014 . . . . .			
<b>b</b> From 2015 . . . . .			
<b>c</b> From 2016 . . . . .			
<b>d</b> From 2017 . . . . .			
<b>e</b> From 2018 . . . . .			
<b>f</b> <b>Total</b> of lines 3a through e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2019 distributable amount			
<b>i</b> Carryover from 2014 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
<b>4</b> Distributions for 2019 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2019 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from 4.			
<b>5</b> Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>6</b> Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>7</b> <b>Excess distributions carryover to 2020.</b> Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2015 . . .			
<b>b</b> Excess from 2016 . . .			
<b>c</b> Excess from 2017 . . .			
<b>d</b> Excess from 2018 . . .			
<b>e</b> Excess from 2019 . . .			

Schedule A (Form 990 or 990-EZ) 2019

## Part VI

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.)

Return Reference - Identifier	Explanation						
SCHEDULE A, PART III, LINE 12 - OTHER INCOME	Other Income Type	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
	(1)	56,378	54,252	50,929	4,211	2,024	167,794

## Schedule of Contributors

OMB No. 1545-0047

2019

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

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 33 $\frac{1}{3}$ % 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, 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

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
2		\$ 30,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
3		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
4		\$ 30,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
5		\$ 130,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
6		\$ 7,842	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

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**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		\$ 8,076	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input checked="" type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
8		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
9		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
10		\$ 18,075	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
11		\$ 17,230	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
12		\$ 25,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

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94-1156635

**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
13		\$ 7,557	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input checked="" type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
14		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
15		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
16		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
17		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
18		\$ 8,834	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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
19		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
20		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
21		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
22		\$ 9,719	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input checked="" type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
23		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
24		\$ 8,102	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input checked="" type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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
25		\$ 100,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
26		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
27		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
28		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
29		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
30		\$ 19,135	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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
31		\$ 20,064	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
32		\$ 7,500	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
33		\$ 5,500	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
34		\$ 75,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
35		\$ 30,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
36		\$ 38,642	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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
37		\$ 15,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
38		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
39		\$ 30,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
40		\$ 21,250	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
41		\$ 15,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
42		\$ 9,983	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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
43		\$ 369,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
44		\$ 15,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
45		\$ 15,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
46		\$ 14,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
47		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
48		\$ 7,950	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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
49		\$ 182,035	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
50		\$ 8,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
51		\$ 10,227,742	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
52		\$ 14,741,791	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
53		\$ 672,224	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
54		\$ 495,845	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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
55		\$ 378,667	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
56		\$ 51,289	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
57		\$ 112,364	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
58		\$ 50,599	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
59		\$ 609,000	<b>Person</b> <input type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	<b>Person</b> <input type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Employer identification number

94-1156635

## Part II

(a) No. from Part I	(b) <b>Description of noncash property given</b>	(c) <b>FMV (or estimate)</b> (See instructions.)	(d) <b>Date received</b>
59	200 LAKE AVE, RODEO: LOTS 21,23,25,27, AND 29 IN BLOCK 23W IN THE MAP OF RODEO BOOK D OF MAPS	\$609,000	02/11/2020
(a) No. from Part I	(b) <b>Description of noncash property given</b>	(c) <b>FMV (or estimate)</b> (See instructions.)	(d) <b>Date received</b>
		\$	
(a) No. from Part I	(b) <b>Description of noncash property given</b>	(c) <b>FMV (or estimate)</b> (See instructions.)	(d) <b>Date received</b>
		\$	
(a) No. from Part I	(b) <b>Description of noncash property given</b>	(c) <b>FMV (or estimate)</b> (See instructions.)	(d) <b>Date received</b>
		\$	
(a) No. from Part I	(b) <b>Description of noncash property given</b>	(c) <b>FMV (or estimate)</b> (See instructions.)	(d) <b>Date received</b>
		\$	
(a) No. from Part I	(b) <b>Description of noncash property given</b>	(c) <b>FMV (or estimate)</b> (See instructions.)	(d) <b>Date received</b>
		\$	
(a) No. from Part I	(b) <b>Description of noncash property given</b>	(c) <b>FMV (or estimate)</b> (See instructions.)	(d) <b>Date received</b>
		\$	

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part III** **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) ► \$ \_\_\_\_\_

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	



**SCHEDULE D  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

► 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.  
► Attach to Form 990.

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

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**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.

	(a) Donor advised funds	(b) Funds and other accounts
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? . . . . .		<input type="checkbox"/> Yes <input type="checkbox"/> No
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? . . . . .		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.**

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

1 Purpose(s) of conservation easements held by the organization (check all that apply). <input type="checkbox"/> Preservation of land for public use (for example, recreation or education) <input type="checkbox"/> Preservation of a historically important land area <input type="checkbox"/> Protection of natural habitat <input type="checkbox"/> Preservation of a certified historic structure <input type="checkbox"/> Preservation of open space	
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.	<b>Held at the End of the Tax Year</b>
a Total number of conservation easements . . . . .	2a
b Total acreage restricted by conservation easements . . . . .	2b
c Number of conservation easements on a certified historic structure included in (a) . . . . .	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register . . . . .	2d
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? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No
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)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.

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.	
b 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 <i>(continued)</i>

- 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
<b>c</b> Beginning balance . . . . .	<b>1c</b>
<b>d</b> Additions during the year . . . . .	<b>1d</b>
<b>e</b> Distributions during the year . . . . .	<b>1e</b>
<b>f</b> Ending balance . . . . .	<b>1f</b>

- 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 . . . . ☒

<b>Part V</b>	<b>Endowment Funds.</b>
---------------	-------------------------

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
<b>1a</b> Beginning of year balance . . . . .	16,673,434	16,497,643	8,351,880	7,738,084	7,682,317
<b>b</b> Contributions . . . . .	0	0	8,262,231	43,776	65,625
<b>c</b> Net investment earnings, gains, and losses . . . . .	366,497	1,049,791	630,488	968,020	(9,858)
<b>d</b> Grants or scholarships . . . . .					
<b>e</b> Other expenditures for facilities and programs . . . . .	970,000	874,000	746,956	398,000	0
<b>f</b> Administrative expenses . . . . .					
<b>g</b> End of year balance . . . . .	16,069,931	16,673,434	16,497,643	8,351,880	7,738,084

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment ► 52.10 %

- b** Permanent endowment ► 46.60 %

- c** Term endowment ► 1.30 %

-----  
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:

(i) Unrelated organizations . . . . .	3a(i)		✓
(ii) Related organizations . . . . .	3a(ii)		✓
If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? . . . . .	3b		

- b** If “Yes” on line 3a(ii), are the related organizations listed as required on Schedule R?

<b>Part VI</b>	<b>Land, Buildings, and Equipment.</b>
----------------	--

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
<b>1a</b> Land . . . . .		6,035,479		6,024,017
<b>b</b> Buildings . . . . .		85,306,589	44,675,141	40,631,448
<b>c</b> Leasehold improvements . . . . .		101,527	47,698	53,829
<b>d</b> Equipment . . . . .		7,602,561	5,693,339	1,909,222
<b>e</b> Other . . . . .		3,485,926		3,485,926
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) . . . . . ►				52,104,442

Schedule D (Form 990) 2019

**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) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) . ▶		

**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) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) . ▶		

**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) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) . . . . . ▶	

**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) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) . . . . . ▶	0

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 . ☒

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements . . . . .	<b>1</b>	64,539,071
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
<b>a</b>	Net unrealized gains (losses) on investments . . . . .	<b>2a</b>	(1,022,033)
<b>b</b>	Donated services and use of facilities . . . . .	<b>2b</b>	
<b>c</b>	Recoveries of prior year grants . . . . .	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.) . . . . .	<b>2d</b>	0
<b>e</b>	Add lines <b>2a</b> through <b>2d</b> . . . . .	<b>2e</b>	(1,022,033)
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b> . . . . .	<b>3</b>	65,561,104
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b . . . . .	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.) . . . . .	<b>4b</b>	0
<b>c</b>	Add lines <b>4a</b> and <b>4b</b> . . . . .	<b>4c</b>	0
<b>5</b>	Total revenue. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 12.) . . . . .	<b>5</b>	65,561,104

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements . . . . .	<b>1</b>	59,398,144
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
<b>a</b>	Donated services and use of facilities . . . . .	<b>2a</b>	
<b>b</b>	Prior year adjustments . . . . .	<b>2b</b>	
<b>c</b>	Other losses . . . . .	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.) . . . . .	<b>2d</b>	0
<b>e</b>	Add lines <b>2a</b> through <b>2d</b> . . . . .	<b>2e</b>	0
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b> . . . . .	<b>3</b>	59,398,144
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b . . . . .	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.) . . . . .	<b>4b</b>	0
<b>c</b>	Add lines <b>4a</b> and <b>4b</b> . . . . .	<b>4c</b>	0
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 18.) . . . . .	<b>5</b>	59,398,144

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

[SEE STATEMENT](#)

# Part XIII

**Supplemental Information.** Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Return Reference - Identifier	Explanation
SCHEDULE D, PART IV, LINE 2B - EXPLANATION OF ESCROW AGREEMENT	THE MOUNTAIN DISTRICT YMCA WAS INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA IN 1957 TO CARRY OUT YMCA WORK IN THE MOUNTAIN COUNTIES OF NORTHERN CALIFORNIA. IN A PRIOR YEAR, THE YMCA OF THE USA INDICATED THAT IT WAS ELIMINATING SMALL YMCA ORGANIZATIONS THAT DID NOT MEET CERTAIN SIZE, PROFESSIONAL STAFF, OR OTHER STANDARDS TO BE A YMCA ORGANIZATION. AS A RESULT, THE MOUNTAIN DISTRICT YMCA WOULD LIKELY HAVE BEEN ELIMINATED. IN ORDER TO REMAIN IN OPERATIONS, AN ARRANGEMENT WAS ENTERED INTO WHEREBY THE MOUNTAIN DISTRICT YMCA WOULD BECOME A SPECIAL PURPOSE BRANCH OF THE YMCA OF THE EAST BAY. UNDER THE TERMS OF THE ARRANGEMENT, THE YMCA OF THE EAST BAY HOLDS FUNDS FOR THE BENEFIT OF THE MOUNTAIN DISTRICT YMCA. AS OF JUNE 30, 2020, THE TOTAL FAIR VALUE OF THE FUNDS HELD BY THE YMCA OF THE EAST BAY FOR THE BENEFIT OF THE MOUNTAIN DISTRICT YMCA AMOUNTED TO \$604,385 RECOGNIZED AS AN ASSET WITH CORRESPONDING LIABILITY ON THE STATEMENT OF FINANCIAL POSITION.
SCHEDULE D, PART V, LINE 4 - INTENDED USES OF ENDOWMENT FUNDS	THE ASSOCIATION'S ENDOWMENT SUPPORTS VARIOUS PROGRAMS THAT SERVE THE MISSION OF THE ORGANIZATION.
SCHEDULE D, PART X, LINE 2 - FIN 48 (ASC 740) FOOTNOTE	<p>THE YMCA HAS RECEIVED A FAVORABLE DETERMINATION LETTER FROM THE INTERNAL REVENUE SERVICE STATING THAT IT IS EXEMPT FROM FEDERAL INCOME TAXES UNDER SECTION 501(A) OF THE INTERNAL REVENUE CODE OF 1986 (IRC), AS AN ORGANIZATION DESCRIBED IN SECTION 501(C)(3), EXCEPT FOR INCOME TAXES PERTAINING TO UNRELATED BUSINESS INCOME.</p> <p>THE FINANCIAL ACCOUNTING STANDARDS BOARD (FASB) GUIDANCE REQUIRES TAX EFFECTS FROM UNCERTAIN TAX POSITIONS TO BE RECOGNIZED IN THE FINANCIAL STATEMENTS ONLY IF THE POSITION IS MORE LIKELY THAN NOT TO BE SUSTAINED IF THE POSITION WERE TO BE CHALLENGED BY A TAXING AUTHORITY. MANAGEMENT HAS DETERMINED THAT THERE ARE NO MATERIAL UNCERTAIN POSITIONS THAT REQUIRE RECOGNITION IN THE FINANCIAL STATEMENTS. ADDITIONALLY, NO PROVISION FOR INCOME TAXES IS REFLECTED IN THESE FINANCIAL STATEMENTS. INTEREST AND PENALTIES WOULD BE RECOGNIZED AS TAX EXPENSE, HOWEVER, THERE IS NO INTEREST OR PENALTIES RECOGNIZED IN THE STATEMENTS OF ACTIVITIES. THE TAX YEARS AFTER 2016 ARE STILL OPEN TO AUDIT FOR BOTH FEDERAL AND STATE PURPOSES.</p>

**SCHEDULE J**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

**Compensation Information**

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

- Complete if the organization answered "Yes" on Form 990, Part IV, line 23.  
► Attach to Form 990.  
► Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Employer identification number

94-1156635

**Part I Questions Regarding Compensation**

**1a** Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- |  |  |
|--|--|
| <input type="checkbox"/> First-class or charter travel             | <input type="checkbox"/> Housing allowance or residence for personal use   |
| <input type="checkbox"/> Travel for companions                     | <input type="checkbox"/> Payments for business use of personal residence   |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees     |
| <input type="checkbox"/> Discretionary spending account            | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

**b** If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain . . . . .

**2** Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a? . . . . .

**3** Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Compensation committee   | <input type="checkbox"/> Written employment contract                                |
| <input type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study                    |
| <input type="checkbox"/> Form 990 of other organizations     | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

**4** During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? . . . . .
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan? . . . . .
- c** Participate in, or receive payment from, an equity-based compensation arrangement? . . . . .
- If "Yes" to any of lines 4a–c, list the persons and provide the applicable amounts for each item in Part III.

**Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5–9.**

**5** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? . . . . .
- b** Any related organization? . . . . .
- If "Yes" on line 5a or 5b, describe in Part III.

**6** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? . . . . .
- b** Any related organization? . . . . .
- If "Yes" on line 6a or 6b, describe in Part III.

**7** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III . . . . .

**8** Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III . . . . .

**9** If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)? . . . . .

Yes No

1b

2

4a

4b

4c

5a

5b

6a

6b

7

8

9

**Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

**Note:** The sum of columns (B)(i)–(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)–(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
1 FRANCIS GALLATI PRESIDENT\CEO	(i)	590,885	0	0	26,500	27,625	645,010	0
	(ii)	0	0	0	0	0	0	0
2 MICHAEL CASSIDY VICE PRESIDENT\COO	(i)	257,286	0	0	25,314	8,809	291,409	0
	(ii)	0	0	0	0	0	0	0
3 CHERI MEZZAPELLE VICE PRESIDENT\CFO	(i)	210,832	0	0	20,775	9,289	240,896	0
	(ii)	0	0	0	0	0	0	0
4 KELLEY MALTAIS VICE PRESIDENT\CHRO	(i)	229,834	0	0	22,632	9,790	262,256	0
	(ii)	0	0	0	0	0	0	0
5 HAE WON RHOW VICE PRESIDENT\EX DIRECTOR	(i)	184,701	0	0	18,206	9,289	212,196	0
	(ii)	0	0	0	0	0	0	0
6 ANTHONY RODRIQUES VICE PRESIDENT\FACILITIES	(i)	145,238	0	0	14,316	9,289	168,843	0
	(ii)	0	0	0	0	0	0	0
7 MICHAEL SAENZ VICE PRESIDENT\EX DIRECTOR	(i)	154,267	0	0	15,206	9,289	178,762	0
	(ii)	0	0	0	0	0	0	0
8 PAMELA BETH SHAW VICE PRESIDENT\EX DIRECTOR	(i)	185,867	0	0	18,321	9,289	213,477	0
	(ii)	0	0	0	0	0	0	0
9	(i)							
	(ii)							
10	(i)							
	(ii)							
11	(i)							
	(ii)							
12	(i)							
	(ii)							
13	(i)							
	(ii)							
14	(i)							
	(ii)							
15	(i)							
	(ii)							
16	(i)							
	(ii)							

**SCHEDULE K  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information on Tax-Exempt Bonds**

► Complete if the organization answered "Yes" on Form 990, Part IV, line 24a. Provide descriptions, explanations, and any additional information in Part VI.

► Attach to Form 990.

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

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part I Bond Issues**

	(a) Issuer name	(b) Issuer EIN	(c) CUSIP #	(d) Date issued	(e) Issue price	(f) Description of purpose	(g) Defeased		(h) On behalf of issuer		(i) Pooled financing	
							Yes	No	Yes	No	Yes	No
<b>A</b>	CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY	35-2273601		11/03/2014	10,000,000	(SEE STATEMENT)		✓		✓		✓
<b>B</b>												
<b>C</b>												
<b>D</b>												

**Part II Proceeds**

		<b>A</b>		<b>B</b>		<b>C</b>		<b>D</b>	
<b>1</b>	Amount of bonds retired . . . . .		3,500,000						
<b>2</b>	Amount of bonds legally defeased . . . . .		0						
<b>3</b>	Total proceeds of issue . . . . .		10,000,000						
<b>4</b>	Gross proceeds in reserve funds . . . . .		0						
<b>5</b>	Capitalized interest from proceeds . . . . .		0						
<b>6</b>	Proceeds in refunding escrows . . . . .		10,000,000						
<b>7</b>	Issuance costs from proceeds . . . . .		0						
<b>8</b>	Credit enhancement from proceeds . . . . .		0						
<b>9</b>	Working capital expenditures from proceeds . . . . .		0						
<b>10</b>	Capital expenditures from proceeds . . . . .		0						
<b>11</b>	Other spent proceeds . . . . .		0						
<b>12</b>	Other unspent proceeds . . . . .		0						
<b>13</b>	Year of substantial completion . . . . .		2009						
<b>14</b>	Were the bonds issued as part of a refunding issue of tax-exempt bonds (or, if issued prior to 2018, a current refunding issue)? . . . . .	Yes	No	Yes	No	Yes	No	Yes	No
<b>15</b>	Were the bonds issued as part of a refunding issue of taxable bonds (or, if issued prior to 2018, an advance refunding issue)? . . . . .	✓							
<b>16</b>	Has the final allocation of proceeds been made? . . . . .	✓							
<b>17</b>	Does the organization maintain adequate books and records to support the final allocation of proceeds? . . . . .	✓							

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Cat. No. 50193E

Schedule K (Form 990) 2019



**Part III Private Business Use**

		A		B		C		D	
		Yes	No	Yes	No	Yes	No	Yes	No
<b>1</b>	Was the organization a partner in a partnership, or a member of an LLC, which owned property financed by tax-exempt bonds? . . . . .		✓						
<b>2</b>	Are there any lease arrangements that may result in private business use of bond-financed property? . . . . .		✓						
<b>3a</b>	Are there any management or service contracts that may result in private business use of bond-financed property? . . . . .		✓						
<b>b</b>	If "Yes" to line 3a, does the organization routinely engage bond counsel or other outside counsel to review any management or service contracts relating to the financed property?								
<b>c</b>	Are there any research agreements that may result in private business use of bond-financed property? . . . . .		✓						
<b>d</b>	If "Yes" to line 3c, does the organization routinely engage bond counsel or other outside counsel to review any research agreements relating to the financed property?								
<b>4</b>	Enter the percentage of financed property used in a private business use by entities other than a section 501(c)(3) organization or a state or local government . . . ►		0.00 %		%		%		%
<b>5</b>	Enter the percentage of financed property used in a private business use as a result of unrelated trade or business activity carried on by your organization, another section 501(c)(3) organization, or a state or local government . . . ►		0.00 %		%		%		%
<b>6</b>	Total of lines 4 and 5 . . . . .		0.00 %		%		%		%
<b>7</b>	Does the bond issue meet the private security or payment test? . . . . .		✓						
<b>8a</b>	Has there been a sale or disposition of any of the bond-financed property to a nongovernmental person other than a 501(c)(3) organization since the bonds were issued?		✓						
<b>b</b>	If "Yes" to line 8a, enter the percentage of bond-financed property sold or disposed of . . . . .		%		%		%		%
<b>c</b>	If "Yes" to line 8a, was any remedial action taken pursuant to Regulations sections 1.141-12 and 1.145-2? . . . . .								
<b>9</b>	Has the organization established written procedures to ensure that all nonqualified bonds of the issue are remediated in accordance with the requirements under Regulations sections 1.141-12 and 1.145-2? . . . . .		✓						

**Part IV Arbitrage**

		A		B		C		D	
		Yes	No	Yes	No	Yes	No	Yes	No
<b>1</b>	Has the issuer filed Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate? . . . . .		✓						
<b>2</b>	If "No" to line 1, did the following apply?								
<b>a</b>	Rebate not due yet? . . . . .		✓						
<b>b</b>	Exception to rebate? . . . . .	✓							
<b>c</b>	No rebate due? . . . . .		✓						
	If "Yes" to line 2c, provide in Part VI the date the rebate computation was performed . . . . .								
<b>3</b>	Is the bond issue a variable rate issue? . . . . .	✓							



## Part VI

**Supplemental Information.** Supplemental Information Complete this part to provide additional information for responses to questions on Schedule K (see instructions).

Return Reference - Identifier	Explanation
SCHEDULE K, PART I, COLUMN (F) - DESCRIPTION OF PURPOSE ISSUER NAME: CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY	REPAYMENT OF SERIES 2008 BONDS ISSUED FOR MAJOR RENOVATIONS AT THE DOWNTOWN BERKELEY BRANCH.

**SCHEDULE M**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Noncash Contributions**

- ▶ **Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.**  
▶ **Attach to Form 990.**  
▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part I** **Types of Property**

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art—Works of art . . . . .				
2 Art—Historical treasures . . . . .				
3 Art—Fractional interests . . . . .				
4 Books and publications . . . . .				
5 Clothing and household goods . . . . .				
6 Cars and other vehicles . . . . .				
7 Boats and planes . . . . .				
8 Intellectual property . . . . .				
9 Securities—Publicly traded . . . . .				
10 Securities—Closely held stock . . . . .				
11 Securities—Partnership, LLC, or trust interests . . . . .				
12 Securities—Miscellaneous . . . . .				
13 Qualified conservation contribution—Historic structures . . . . .				
14 Qualified conservation contribution—Other . . . . .				
15 Real estate—Residential . . . . .				
16 Real estate—Commercial . . . . .	✓	1	609,000	2019-2020 ANNUAL PROPERTY TAX VALUE
17 Real estate—Other . . . . .				
18 Collectibles . . . . .				
19 Food inventory . . . . .				
20 Drugs and medical supplies . . . . .				
21 Taxidermy . . . . .				
22 Historical artifacts . . . . .				
23 Scientific specimens . . . . .				
24 Archeological artifacts . . . . .				
25 Other ▶ ( ) . . . . .				
26 Other ▶ ( ) . . . . .				
27 Other ▶ ( ) . . . . .				
28 Other ▶ ( ) . . . . .				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement . . . . . **29** 0

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period? . . . . .		✓
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions? . . . . .	✓	
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions? . . . . .		✓
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

**Part II**

**Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

Return Reference - Identifier	Explanation
SCHEDULE M, PART I - EXPLANATIONS OF REPORTING METHOD FOR NUMBER OF CONTRIBUTIONS	REAL ESTATE - COMMERCIAL - ONE ITEM CONTRIBUTED IS BEING REPORTED

**SCHEDULE O  
(Form 990 or 990-EZ)**Department of Treasury Internal  
Revenue Service**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

- ▶ Attach to Form 990 or 990-EZ.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

Open to Public Inspection

Name of the Organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer Identification Number

94-1156635

Return Reference - Identifier	Explanation
FORM 990, PART III, LINE 4A - PROGRAM SERVICE DESCRIPTION	YOUTH DEVELOPMENT - THE Y PROVIDES THE OPPORTUNITY TO YOUTH TO IMPROVE ACADEMIC SUCCESS, SOCIAL AND EMOTIONAL DEVELOPMENT AND HEALTH THROUGH AFTER SCHOOL PROGRAMS, SUMMER AND RESIDENT CAMPS AND CORE Y PROGRAMS SUCH AS YOUTH SPORTS AND SWIMMING. THESE PROGRAMS ARE DESIGNED TO GIVE ALL KIDS THE OPPORTUNITY TO LEARN NEW SKILLS, BUILD CONFIDENCE AND SOCIALIZE IN A HEALTHY ENVIRONMENT.
FORM 990, PART VI, LINE 11B - REVIEW OF FORM 990 BY GOVERNING BODY	THE FORM 990 IS REVIEWED BY THE FINANCE AND/OR EXECUTIVE COMMITTEES OF THE BOARD OF DIRECTORS AND THEN PRESENTED TO THE ENTIRE BOARD BEFORE FINALIZATION.
FORM 990, PART VI, LINE 12C - CONFLICT OF INTEREST POLICY	THE POLICY COVERS THE GOVERNING BOARD OF DIRECTORS AND OFFICERS OF THE CORPORATION. THE BOARD CHAIR EVALUATES REPORTED RELATIONSHIPS AND TAKES THE NECESSARY ACTION TO ELIMINATE ANY ACTUAL OR PERCEIVED CONFLICTS.
FORM 990, PART VI, LINE 15A - PROCESS TO ESTABLISH COMPENSATION OF TOP MANAGEMENT OFFICIAL	THE EXECUTIVE COMPENSATION COMMITTEE, A SUB-COMMITTEE OF THE EXECUTIVE COMMITTEE ANNUALLY REVIEWS THE COMPENSATION OF THE PRESIDENT/CEO. THE COMMITTEE USES RELEVANT COMPARABILITY DATA AND PERFORMANCE TO DETERMINE THE CEO'S COMPENSATION. ALL OTHER SENIOR LEVEL POSITIONS ARE EVALUATED ON AN ANNUAL BASIS (IN THE MONTH OF JUNE) BY THE CEO USING THE SAME CRITERIA USED FOR THE CEO'S EVALUATION. OTHER THAN THE CEO, THE OTHER RELEVANT KEY POSITIONS ARE: VICE PRESIDENT/CFO, VICE PRESIDENT/COO, DIRECTOR OF HUMAN RESOURCES, AND FOUR BRANCH EXECUTIVE DIRECTORS.
FORM 990, PART VI, LINE 19 - REQUIRED DOCUMENTS AVAILABLE TO THE PUBLIC	THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.



DAVID P. WEIKART

CENTER FOR YOUTH  
PROGRAM QUALITY

# Program Quality Assessment Performance Report

Prepared for: PIEDMONT AVENUE  
(YMCA of the East Bay / Oakland Unified School District)

Type: Self Assessment

Form: School-Age PQA

Date prepared: 2 / 21 / 2019



This report describes the results of a Program Quality Assessment (PQA). This introduction will give you an overview of what is contained in your performance report and how you might use it to plan for improvement. For more information, visit <http://www.cypq.org>

When you are interpreting your performance report, here are a few tips to keep in mind:

- The performance data is given to help you improve your program.
- What is most important are the conversations that you have with your site team regarding improvement efforts.
- Comparisons against other data sets are shown to give you context to understand your own scores.

Follow this suggested sequence for reading and interpreting your performance report:

1. Examine the domains, scales, and items presented in the report. Consider: What scales and items make up each domain? What are the instructional practices that are measured by the assessment?
2. If your report shows a comparison against a large sample, consider: In what areas are you doing comparatively well? In what areas is there room for improvement?
3. Celebrate your strengths! Identify the items that you feel are successes in your program. What factors do you think contribute to these strengths?
4. What can you work on? After you have identified which items you think could use improvement, refer to the corresponding practice descriptions in the appropriate PQA. Reflect on what might be causing some of your scores to be lower than you would like and brainstorm what steps you could take to improve in this area.

If you have questions regarding your report, please do not hesitate to contact the David P. Weikart Center for Youth Program Quality:  
[scoresreporter@cypq.org](mailto:scoresreporter@cypq.org) or 734-961-6900.



PQA scores range from 1.0 to 5.0. In general, scores can be interpreted as follows:



Score of 1 = The practice is not in place

Score of 3 = The practice is available to a limited extent or in a less advanced form

Score of 5 = The practice is widely available and/or with great frequency

Scores between 4.0 and 5.0 are excellent in most categories. Scores between 1.0 and 2.0 can be a general cause for concern. Low scores on your performance report (relative to other scores in the report) may suggest areas of potential improvement.

The scores on your report reflect one of two methods - program self assessment or external assessment. Program self assessment is a team-based process in which managers and staff observe multiple program offerings and together score a single program-wide PQA. In external assessment, a trained, reliable external assessor visits your site to observe a single program offering and score a PQA based on the observation.

During scoring, a rater may mark certain items with an "X", as instructed in the instrument. A mark of an "X" indicates that the item was not applicable to the program offering observed. These items are excluded from the scale and domain averages, so as not to negatively impact the scores. Marking an item with an "X" differs from items scored a "1" for practices not observed during the program offering.

This performance report presents scores at three levels - domain, scale, and item. The descriptions below and Figure 1 will help you understand how the report is organized.

#### Domain Scores

Each domain consists of a group of related scales. The graph at the beginning of this report presents scores for the four domains of the PQA. For the Youth and School Age PQA, these are: Safe Environment; Supportive Environment; Interaction; and Engagement.

#### Scale Scores

Each scale is composed of specific items corresponding to evidence-based practices for that domain. The first table presents the scales that make up the domain.

#### Item Scores

Items represent performance at the level of practice. The second table presents the scores for each item. While the item names in the report are abbreviated, you can view full practice descriptions in the appropriate version of the PQA.

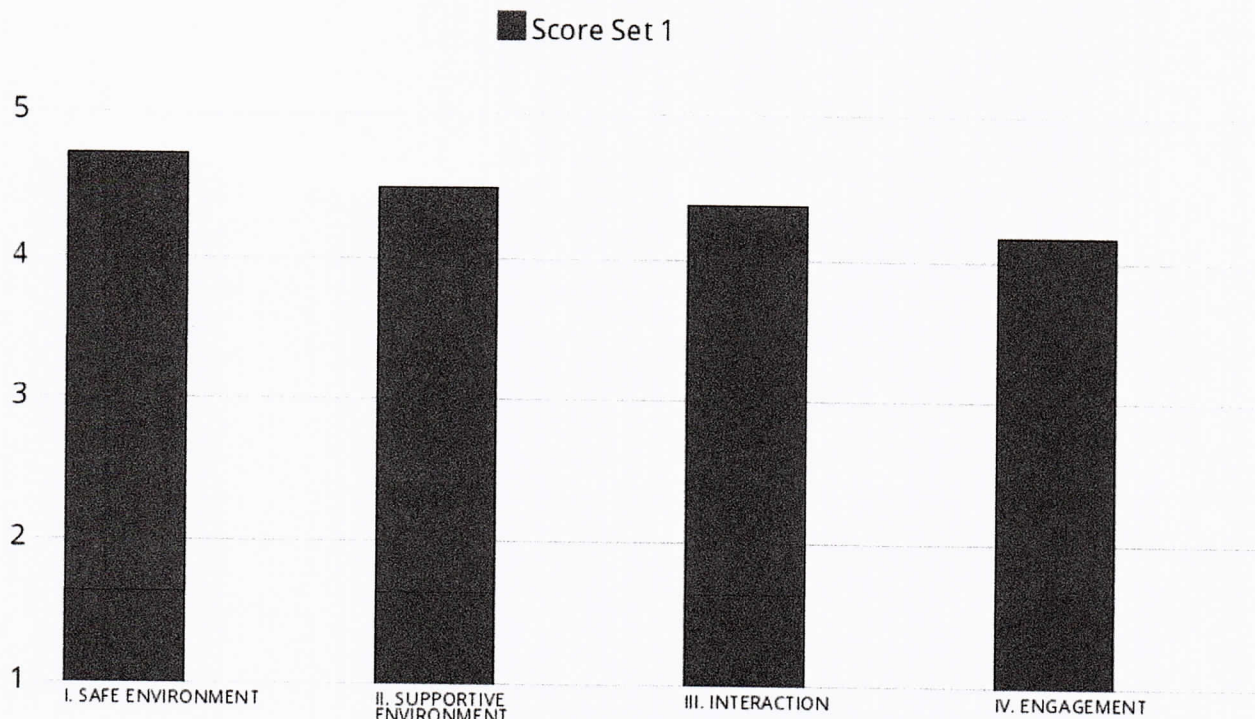
Scores are calculated using averages. Scales are averages of items and domains are averages of scales. The Total score at the bottom of the table is the unweighted average of the domain scores. The Instructional Total Score is the unweighted average of three of the four domains: Supportive Environment; Interaction; and Engagement. This score represents quality of the instructional experience between staff and program participants. The Safe Environment domain is omitted from this score because items in this domain are typically mandated by organizations outside the site.

Figure 1. Sample performance report with labels

Domain	I. SAFE ENVIRONMENT		
Scale	Emotional Safety		1.00
Item	1	Positive emotional climate	1.00
	2	Lack of bias	1.00
Healthy Environment			1.00
Item	1	Free of health and safety hazards	1.00
	2	Clean and sanitary	1.00



# Program Observation Summary



Observation Identification	
Score Set # 1	
Tags:	Self PIEDMONT AVENUE

Observation Details	
Score Set # 1	
PQA:	School-Age PQA
Date:	01/24/2019
Forms:	1 form
Offering:	The following program offerings were observed: Tribe (Academic Support Time), Recreation, Circus, Art, Snack and Homework Help
Staff:	The following staff members were observed: Oma Bryant, Michelle Jaramillo, Maria Robinson, Maisha Smith, Aaliyah Wilson (AmeriCorps Volunteer) and A'Shari Jackson (Part-Time AmeriCorps volunteer)

# Summary Report

## Score Set 1

### I. SAFE ENVIRONMENT

4.70

Emotional Safety	4.00
Healthy Environment	5.00
Emergency Preparedness	4.50
Accommodating Environment	5.00
Nourishment	5.00

### II. SUPPORTIVE ENVIRONMENT

4.49

Warm Welcome	5.00
Session Flow	5.00
Active Engagement	5.00
Skill-Building	3.80
Encouragement	4.00
Child-Centered Space	4.14

### III. INTERACTION

4.38

Manage Feelings	4.50
Belonging	3.00
School-Age Leadership	5.00
Interaction with Adults	5.00

### IV. ENGAGEMENT

4.17

School-Age Planning	4.33
School-Age Choice	5.00
Reflection	4.33
Responsibility	3.00

### Instructional Total Score\*

4.34

\*The Instructional Total Score is the unweighted average of three of the four domains: Supportive Environment; Interaction; and Engagement. This score represents quality associated the instructional experience between staff and program participants. The Safe Environment domain is omitted from this score because items in this domain are typically mandated by organizations outside the site (e.g. Items in the Emergency Preparedness scale, which include questions about accessibility of fire extinguishers and first aid kits).



# Detailed Report

## I. SAFE ENVIRONMENT

### Score Set 1

#### Emotional Safety

**4.00**

- |   |                            |      |
|---|----------------------------|------|
| 1 | Positive emotional climate | 5.00 |
| 2 | Lack of bias               | 3.00 |

#### Healthy Environment

**5.00**

- |   |                                   |      |
|---|-----------------------------------|------|
| 1 | Free of health and safety hazards | 5.00 |
| 2 | Clean and sanitary                | 5.00 |
| 3 | Adequate ventilation and lighting | 5.00 |
| 4 | Comfortable temperature           | 5.00 |

#### Emergency Preparedness

**4.50**

- |   |                               |      |
|---|-------------------------------|------|
| 1 | Posted emergency procedures   | 5.00 |
| 2 | Accessible fire extinguisher  | 5.00 |
| 3 | Visible first-aid kit         | 5.00 |
| 4 | Appropriate safety equipment  | X    |
| 5 | Supervised indoor entrances   | 3.00 |
| 6 | Supervised access to outdoors | X    |

#### Accommodating Environment

**5.00**

- |   |                                    |      |
|---|------------------------------------|------|
| 1 | Sufficient Space                   | 5.00 |
| 2 | Suitable Space                     | 5.00 |
| 3 | Enough comfortable furniture       | 5.00 |
| 4 | Flexible physical environment      | 5.00 |
| 5 | (SA) Appropriately sized furniture | 5.00 |

#### Nourishment

**5.00**

- |   |                           |      |
|---|---------------------------|------|
| 1 | Available drinking water  | 5.00 |
| 2 | Plentiful food and drink  | 5.00 |
| 3 | Nutritious food and drink | 5.00 |

## II. SUPPORTIVE ENVIRONMENT

### Score Set 1

#### Warm Welcome

**5.00**

- |   |                              |      |
|---|------------------------------|------|
| 1 | Children greeted             | 5.00 |
| 2 | Staff warm and respectful    | 5.00 |
| 3 | Positive staff body language | 5.00 |

#### Session Flow

**5.00**

- |   |                                 |      |
|---|---------------------------------|------|
| 1 | Starts and ends on time         | 5.00 |
| 2 | Materials ready                 | 5.00 |
| 3 | Sufficient materials            | 5.00 |
| 4 | Explains activities clearly     | 5.00 |
| 5 | Appropriate time for activities | 5.00 |

#### Active Engagement

**5.00**

- |   |   |      |
|---|---|------|
| 1 | Children engage with materials or ideas | 5.00 |
| 2 | Children talk about activities          | 5.00 |
| 3 | (SA) Children make connections          | 5.00 |

#### Skill-Building

**3.80**

- |   |                                      |      |
|---|--------------------------------------|------|
| 1 | Learning focus linked to activity    | 5.00 |
| 2 | Staff encourages youth to try skills | 1.00 |
| 3 | Staff models skills                  | 5.00 |
| 4 | Staff breaks down tasks              | 3.00 |
| 5 | Support for struggling children      | 5.00 |

#### Encouragement

**4.00**

- |   |                                    |      |
|---|------------------------------------|------|
| 1 | Staff uses non-evaluative language | 3.00 |
| 2 | Staff asks open-ended questions    | 5.00 |

#### Child-Centered Space

**4.14**

- |   |   |      |
|---|---|------|
| 1 | (SA) Well-defined interest areas              | 5.00 |
| 2 | (SA) Sufficient materials in interest areas   | 3.00 |
| 3 | (SA) Children's work displayed                | 5.00 |
| 4 | (SA) Children select displays                 | 1.00 |
| 5 | (SA) Open-ended materials                     | 5.00 |
| 6 | (SA) Easily accessible materials              | 5.00 |
| 7 | (SA) Thirty minutes interest-based activities | 5.00 |

### III. INTERACTION

#### Score Set 1

<b>Manage Feelings</b>		<b>4.50</b>
1	(SA) Staff acknowledges feelings	3.00
2	(SA) Staff asks children to explain situation	5.00
3	(SA) Helps children respond appropriately	5.00
4	(SA) Children suggest solutions	5.00
<b>Belonging</b>		<b>3.00</b>
1	Opportunities for children to get to know each other	5.00
2	Inclusive relationships	1.00
3	Children identify with program	1.00
4	(SA) Structured small group activities	5.00
<b>School-Age Leadership</b>		<b>5.00</b>
1	(SA) Practice group process skills	5.00
2	(SA) Opportunities to help another child	5.00
3	(SA) Structured opportunity to lead group	5.00
<b>Interaction with Adults</b>		<b>5.00</b>
1	(SA) Staff at eye level	5.00
2	(SA) Staff works side by side	5.00
3	(SA) Staff circulates	5.00
4	(SA) Staff interacts positively	5.00

### Score Set 1

#### School-Age Planning

**4.33**

- |   |  |      |
|---|--|------|
| 1 | (SA) All children plan                 | 5.00 |
| 2 | (SA) Multiple planning strategies used | 3.00 |
| 3 | (SA) Share plans in tangible way       | 5.00 |

#### School-Age Choice

**5.00**

- |   |                         |      |
|---|-------------------------|------|
| 1 | (SA) Authentic choices  | 5.00 |
| 2 | (SA) Open-ended choices | 5.00 |

#### Reflection

**4.33**

- |   |  |      |
|---|--|------|
| 1 | Intentional reflection                       | 5.00 |
| 2 | Multiple reflection strategies               | 3.00 |
| 3 | Structured opportunities to provide feedback | 5.00 |

#### Responsibility

**3.00**

- |   |   |      |
|---|---|------|
| 1 | (SA) Opportunities for routine tasks    | 5.00 |
| 2 | (SA) Staff do not intervene intrusively | 1.00 |



# Professional Development

Review the Domain, Scale, and Item scores in this report, then:

- Identify scales with a score lower than 3.00 (those that may be the best candidates for improvement action).
- Review the items within the identified scales.
- Use the chart below to locate the recommendation numbers that correspond to the scales that you have identified as needing improvement.
- The recommendation numbers correspond to specific professional development methods and resources (described on the last page of this report) that correspond to areas that have been identified as needing improvement.

Scale	Recommendation Numbers
Accommodating Environment	7
Active Engagement	1
Adult Partners	8
Belonging	3
Child Centered Space	7
Choice	8
Collaboration	4
Emergency Preparedness	7
Emotional Safety	3   6   7
Encouragement	2
Engagement	2
Healthy Environment	7
Interaction With Adults	8
Leadership	8
Manage Feelings	6
Nourishment	10
Planning	5
Reflection	5
Reframing Conflict	6
Responsibility	8
School-Age Choice	8
School-Age Leadership	8
Session Flow	7
Skill Building	1   2
Warm Welcome	2   3

Recommendation Number	Method	Overview
1	Active Learning	Though hands-on activities can promote interest and support learning, cognitive activity is the key to meaningful learning (Mayer, 2004) <sup>1</sup> .
2	Ask-Listen-Encourage	Positive relationships can open the gateway to learning. Studies find that relationships with "warmth, connectedness, good communication and support" aid in positive youth development and are connected to academic success (National Research Council and the Institute of Medicine, 2002) <sup>2</sup> . Asking effective questions, listening to youth, and encouraging youth through positive and specific feedback can help to build positive relationships and may influence the intrinsic motivation of youth.
3	Building Community	Creating a safe space in which youth feel a sense of belonging is beneficial for their growth and learning (National Research Council and the Institute of Medicine, 2002) <sup>3</sup> . When youth get to know each other, don't leave other youth out, think of the program as theirs, and get recognized for their accomplishments, they build relationships with peers and adults.
4	Cooperative Learning	Providing young people an opportunity to participate in and lead small groups has a positive impact on classroom climate, self-esteem among students, internal locus of control, and time on task. Students in cooperative teams are more active, self-directing, and expressive, all of which may be associated with achievement gains.
5	Planning and Reflection	The skills of making plans for the future and learning from the past can help youth succeed in school and in life. These skills are tied into what brain scientists call executive functions, and play an important role in directing attention to tasks and decision making that connects with consequences.
6	Reframing Conflict	An approach in which adults support youth in addressing their conflicts and problems helps build a healthy, cohesive group and can produce growth and learning for young people. The HighScope youth-centered approach involves a nonthreatening, matter-of-fact attitude, and helps youth have a voice in determining both the cause and solution to the conflict. It is a problem-solving approach that seeks to turn conflicts into learning opportunities.
7	Structure and Clear Limits	Structure and clear limits can provide a strong foundation to a youth program. An appropriate structure with routines, activities, and rituals sets the stage. Clear limits establish what's okay and not okay and can ensure a safe program climate. When done well, structure and clear limits can provide the space kids need to explore and express themselves, a feeling of fairness, and the predictability that young people learn to count on to meet their needs (National Research Council and Institute of Medicine, 2002) <sup>4</sup> .
8	Youth Voice	Providing young people with chances to make decisions about their activities and how they carry them out can improve motivation and buy-in, and more importantly, offering choices in a youth program space gives youth a chance to practice for the bigger choices they'll make outside of the program.
9	Homework Help	Homework Help is an important feature of many youth programs. Providing time and support for young people to complete their homework can help with academic success. Effective homework support time may also help some young people develop effective study skills and habits for successfully organizing their time.
10	USDA Afterschool Snack Program	<a href="http://www.fns.usda.gov/cnd/afterschool/">http://www.fns.usda.gov/cnd/afterschool/</a> <a href="http://healthymeals.nal.usda.gov/">http://healthymeals.nal.usda.gov/</a>

<sup>1</sup> Mayer, R. E. (2004). Should there be a three-strikes rule against pure discovery learning? *American Psychologist*, 59, 14-19.

<sup>2</sup> National Research Council and the Institute of Medicine. (2002). *Community Programs to Promote Youth Development*. Washington, DC: National Academy Press. 94-96.

<sup>3</sup> National Research Council and the Institute of Medicine. (2002). *Community Programs to Promote Youth Development*. Washington, DC: National Academy Press. 96-99.

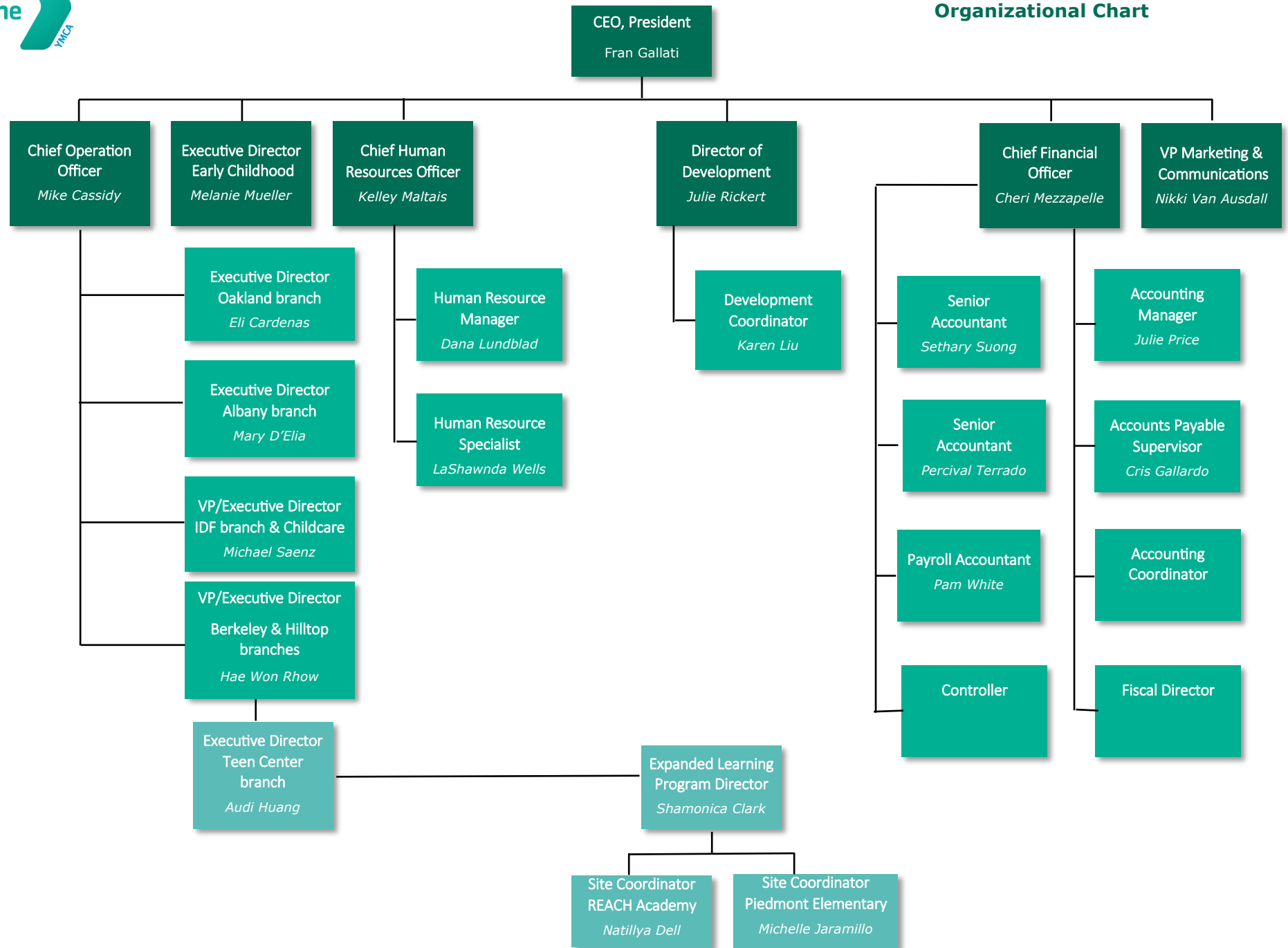
<sup>4</sup> *Community Programs to Promote Youth Development*. Washington, DC: National Academy Press. 91-94.





# YMCA OF THE EAST BAY

## Organizational Chart



OGDEN UT 84201-0038

In reply refer to: 0437907700  
Feb. 13, 2020 LTR 4170C 0  
94-1156635 000000 00  
Input Op: 0437907700 00029370  
BODC: TE

 YOUNG MENS CHRISTIAN ASSOCIATION OF  
THE EAST BAY  
2330 BROADWAY  
OAKLAND CA 94612

042060

Person to contact: Susie Lewis

Dear Taxpayer:

We're responding to your request of Feb. 04, 2020, about the tax-exempt status of Young Mens Christian Association of the East Bay

We issued a determination letter in January 1943, granting this organization exemption from federal income tax under Internal Revenue Code Section 501(c)(3).

Our records show this organization is not a private foundation within the meaning of Internal Revenue Code (IRC) Section 509(a) because it's described in IRC Section 509(a)(2).

Donors can deduct contributions to this organization as provided in Internal Revenue Code (IRC) Section 170. Bequests, legacies, devises, transfers, or gifts to the organization or for its use are deductible for federal estate and gift tax purposes if they meet the requirements of IRC Sections 2055, 2106, and 2522.

If an organization fails to file a required annual return or notice for three consecutive years, its tax-exempt status is revoked by operation of law. This is stated in IRC Section 6033(j)(1). The revocation is effective on the filing due date of the third annual return or notice. For more information about filing requirements, you can visit our website at [www.irs.gov/eo](http://www.irs.gov/eo).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

0437907700

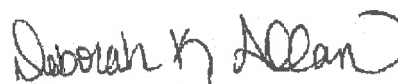
Feb. 13, 2020 LTR 4170C 0

94-1156635 000000 00

Input Op: 0437907700 00029371

YOUNG MENS CHRISTIAN ASSOCIATION OF  
THE EAST BAY  
2330 BROADWAY  
OAKLAND CA 94612

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Deborah K. Allan". The signature is fluid and cursive, with the first name "Deborah" and last name "Allan" clearly distinguishable.

Deborah K Allan  
Program Manager, AM OPS 1

# Choice IV Commercial Checking

Account number: \*\*\*\*\*0131 ■ May 1, 2021 - May 31, 2021 ■ Page 1 of 7

**WELLS  
FARGO**

YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF THE EAST BAY  
2330 BROADWAY  
OAKLAND CA 94612-2415

## Questions?

Call your Customer Service Officer or Client Services  
**1-800-AT WELLS** (1-800-289-3557)  
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: [wellsfargo.com](https://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

## Account summary

### Choice IV Commercial Checking

Account number	Beginning balance	Total credits	Total debits	Ending balance
*****0131	\$1,022,711.71	\$5,491,692.03	-\$5,326,471.48	\$1,187,932.26

## Credits

### Deposits

Effective date	Posted date	Amount	Transaction detail
	05/13	9,093.75	Wholesale Lockbox Deposit Fremont Box 399388 Deposit 1
	05/14	22,888.88	Wholesale Lockbox Deposit Fremont Box 399388 Deposit 1
	05/24	33,293.11	Wholesale Lockbox Deposit Fremont Box 399388 Deposit 1
05/24	05/25	315.00	Reversal of Check Posted 5-24-21 Stale Date Our Ref: 5-24-21 00000000
		<b>\$65,590.74</b>	<b>Total deposits</b>

### Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	05/03	1,818.00	City of Berkeley Payrl Dedn May 21 xxxxx6635 Berkeley Ymca
	05/03	10,654.50	Post Verify Deposit
	05/03	560.00	Post Verify Deposit
	05/03	15.23	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/04	525.00	The Davis Street Payments May 04 Ymca - Mashall Rmr*IV*3671-S-86078*Pi*525.00
	05/04	525.00	The Davis Street Payments May 04 Ymca - Mashall Rmr*IV*3671-S-86646*Pi*525.00
	05/04	525.00	The Davis Street Payments May 04 Ymca - Mashall Rmr*IV*3671-S-89240*Pi*525.00
	05/04	88.82	ADP Wage Garn Wage Garn 210504 657077086304A7K Young Mens Christian A
	05/04	30.86	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/05	205,163.15	Usac Treas 310 Misc Pay 050521 xxxxx7005 Ymca of The East Bay
	05/05	11,719.90	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits

**Electronic deposits/bank credits (continued)**

Effective date	Posted date	Amount	Transaction detail
	05/05	521.33	ADP Wage Pay Wage Pay 210505 583042939631A7K Young Mens Christian A
	05/06	545,000.00	Online Transfer Eci Payroll May10th to Ops Ref #Bb0Bfmh2Hw
	05/06	250.77	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/07	5,000.00	Cozy Comfort Corp Pay 210507 Ymca of East Bay
	05/07	1,439.78	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/10	3,274.11	ADP Wage Pay Wage Pay 210510 330055781460A7K Young Mens Christian A
	05/10	763.62	ADP Wage Pay Wage Pay 210510 747055653782A7K Young Mens Christian A
	05/10	192.02	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/11	200,000.00	Online Transfer Cust CC to Ops Ref #Bb0Bgng84
	05/11	1,486.00	Desktop Check Deposit
	05/12	500,000.00	Wells Fargo Bank Trade DDA 051221 1Ab2468018 Cac 500000 38141W323000 Financial Square Treasury
	05/12	500,000.00	Wells Fargo Bank Trade DDA 051221 1Bc0274415 Cac 500000 38141W323000 Financial Square Treasury
	05/12	8,646.26	Post Verify Deposit
	05/12	57.81	Post Verify Deposit
	05/12	4,333.51	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/12	253.12	ADP Wage Pay Wage Pay 210512 944317029131A7K Young Mens Christian A
	05/12	49.19	Cobra Trust Acct Basicpacif Cobra Remit
	05/13	681.45	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/14	328.35	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/17	7,500.00	WT Fed#06701 City National Bank /Org=Commonwealth Land Title Company Srf# 2021051700015218 Trn#210517238228 Rfb# 9173323-BI
	05/17	250.00	Desktop Check Deposit
	05/17	199.76	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/18	1,387.50	Desktop Check Deposit
	05/18	450.00	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/19	300,000.00	Online Transfer Cust CC to Ops Ref #Bb0Bjqlcr
	05/19	100,000.00	Online Transfer Philanthropy to Ops Ref #Bb0Bjfqhp
	05/19	71,705.84	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/19	48.65	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/20	500,000.00	Wells Fargo Bank Trade DDA 052021 1Ab2468018 Cac 500000 38141W323000 Financial Square Treasury
	05/20	4,354.40	Cocokids, Inc. EDI Pymts 978993 Ymca of The East Ba
	05/20	1,088.60	Cocokids, Inc. EDI Pymts 978581 Ymca of The East Ba
	05/20	1,088.60	Cocokids, Inc. EDI Pymts 978990 Ymca of The East Ba
	05/20	1,304.50	Desktop Check Deposit
	05/20	1,095.25	The Davis Street Payments Ymca - Mashall Rmr*IV*3671-10165*Pi*1095.25
	05/20	26.83	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/21	1,500,000.00	Online Transfer Eci to Ops for Eci Investment Xfer Ref #Bb0Bjx8Mth
	05/21	87,043.68	Berkcommschola Payroll 210521 Ymca Ymca of The East Bay
	05/21	50,000.00	National Cou8534 Ymca-USA 0252 NTE*2021 Overnight Camp Business Continuity Grant
	05/21	462.61	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/24	250,000.00	WT Fed#00743 Bank of The West ( /Org=Chicago Title Company Srf# 2021052400005187 Trn#210524121300 Rfb# Ip20210524000184

**Electronic deposits/bank credits (continued)**

Effective date	Posted date	Amount	Transaction detail
	05/24	494.43	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/25	3,548.00	Desktop Check Deposit
	05/25	337.70	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/26	28,560.00	Post Verify Deposit
	05/26	3,675.00	Post Verify Deposit
	05/26	576.09	Post Verify Deposit
	05/26	3,781.31	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/26	1,925.81	ADP Wage Pay Wage Pay 210526 938017274107A7K Young Mens Christian A
	05/27	469.00	Desktop Check Deposit
	05/27	735.50	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	05/28	500,000.00	Online Transfer Eci Payroll Ref #Bb0BI98Wrm
	05/28	89.45	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
		<b>\$5,426,101.29</b>	<b>Total electronic deposits/bank credits</b>
		<b>\$5,491,692.03</b>	<b>Total credits</b>

**Debits****Electronic debits/bank debits**

Effective date	Posted date	Amount	Transaction detail
	05/03	4,332.19	Interest Payment Customer# 0682772123 Obligation# 0000000166
	05/03	421.50	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/04	105.96	Ymcaretire Cons Coll 210504 0252 Berkeley-Albany Ymca
	05/04	1,565.42	< Business to Business ACH Debit - Basic Funding 210503 6F01676F3F55720 Ymca of The East Bay -
	05/04	4.33	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/05	148,556.77	Commercial Card Payment
	05/06	682,863.73	WT Fed#04575 Jpmorgan Chase Ban /Drw/Bnf=ADP Client Trust Srf# 1922800126Jo Trn#210506046907 Rfb# 8100001834
	05/06	8,886.50	ACH Prep Origintn - Ymca East Bay - File Edimn00004 Coid 1915010993
	05/06	669.33	Vsp Payment Payments 1402400041 Young Men's Christian
	05/06	30,330.08	< Business to Business ACH Debit - Ymca of The USA Fs Dues 0252 Ymca of The East Bay
	05/06	407.86	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/07	14,926.74	ACH Prep Origintn - Ymca of The East - File 0941347393 Coid 2941156635
	05/07	254,309.63	< Business to Business ACH Debit - ADP Tax ADP Tax 210507 04A7K 051018A01 Young Mens Christian A
	05/07	4,046.67	< Business to Business ACH Debit - ADP Wage Garn Wage Garn 210507 684062852804A7K Young Mens Christian A
	05/07	365.00	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/07	340.00	< Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits

**Electronic debits/bank debits** (continued)

Effective date	Posted date	Amount	Transaction detail
	05/10	521.68	< Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	05/11	2,196.20	Client Analysis Srvc Chrg 210510 Svc Chge 0421 000000635620131
	05/11	105,940.93	Ymcaretire Cons Coll 210511 0252 Berkeley-Albany Ymca
	05/11	15.60	< Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	05/12	704.00	< Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	05/12	46.80	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/13	500,000.00	Online Transfer Ops to Eci Ref #Bb0Bh4Nww9
	05/13	320.00	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/14	645.50	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/14	39.00	< Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	05/17	16,044.04	< Business to Business ACH Debit - Daxko LLC ACH 8777294786 210516 1360001282 Berkeley Albany Ymca
	05/17	12,496.00	< Business to Business ACH Debit - Daxko LLC ACH 8777294786 210516 1360001980 Berkeley Albany Ymca
	05/17	1,565.42	< Business to Business ACH Debit - Basic Funding 210514 Eeff0Dfc4B59642 Ymca of The East Bay -
	05/17	875.00	< Business to Business ACH Debit - Daxko LLC ACH 8777294786 210516 1360001144 Berkeley Albany Ymca
	05/17	830.00	< Business to Business ACH Debit - Daxko LLC ACH 8777294786 210516 1360001811 Berkeley Albany Ymca
	05/18	67,893.50	ACH Prep Origintn - Ymca East Bay - File Edimn00004 Coid 1915010993
	05/18	3,782.71	ACH Prep Origintn - Ymca East Bay - File Edimn00004 Coid 1915010993
	05/18	391.13	< Business to Business ACH Debit - Daxko LLC ACH 8777294786 210517 1370002072 Berkeley Albany Ymca
	05/18	375.00	< Business to Business ACH Debit - Daxko LLC ACH 8777294786 210517 1370002148 Berkeley Albany Ymca
	05/18	50.00	< Business to Business ACH Debit - Mut-L of America Payment May 21 #7869489# Berkeley-Albany Ymca
	05/18	25.00	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/19	75.00	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/20	345.00	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/21	68,226.14	ACH Prep Origintn - Ymca East Bay - File Edimn00004 Coid 1915010993
	05/21	1,141.00	< Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	05/21	348.36	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits

**Electronic debits/bank debits (continued)**

Effective date	Posted date	Amount	Transaction detail
	05/24	656,608.83	WT Fed#01295 Jpmorgan Chase Ban /Drw/Bnf=ADP Client Trust Srf# 1294800144Jo Trn#210524050752 Rfb# 1800235763
	05/24	1,500,000.00	Wells Fargo Bank Trade DDA 052421 1Bc0274415 Cac 1500000 38141W323000 Financial Square Treasur
	05/24	796.00	< Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	05/25	246,859.51	< Business to Business ACH Debit - ADP Tax ADP Tax 210525 04A7K 052621A01 Young Mens Christian A
	05/25	2,897.98	< Business to Business ACH Debit - ADP Wage Garn Wage Garn 210525 932318941117A7K Young Mens Christian A
	05/25	1,560.09	< Business to Business ACH Debit - Leasing Services Cash Trans 052421 Greatamerica FI Leasing Services*877-311-4422*Agreement Number 0
	05/25	1,379.62	< Business to Business ACH Debit - Leasing Services Cash Trans 052421 Greatamerica FI Leasing Services*877-311-4422*Agreement Number 0
	05/25	1,179.27	< Business to Business ACH Debit - Leasing Services Cash Trans 052421 Greatamerica FI Leasing Services*877-311-4422*Agreement Number 0
	05/25	916.61	< Business to Business ACH Debit - Leasing Services Cash Trans 052421 Greatamerica FI Leasing Services*877-311-4422*Agreement Number 0
	05/27	222,321.94	ACH Prep Origintn - Ymca East Bay - File Edimn00004 Coid 1915010993
	05/27	454.00	ACH Prep Origintn - Ymca East Bay - File Edimn00004 Coid 1915010993
	05/27	211.45	< Business to Business ACH Debit - Basic Admin Fees Receivable 052721 S20669 Ymca of The East Bay
	05/27	37.16	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	05/28	224.00	< Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
		<b>\$4,572,471.18</b>	<b>Total electronic debits/bank debits</b>

< **Business to Business ACH:** If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

**Checks paid**

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
8919	131.25	05/19	9022	2,802.62	05/21	215673 *	4,159.81	05/10
8951 *	596.68	05/26	9023	143.16	05/27	215676 *	366.82	05/03
9003 *	360.48	05/24	9024	787.11	05/26	215687 *	357.50	05/07
9004	3,600.57	05/03	9028 *	614.07	05/28	215688	1,600.00	05/03
9005	577.29	05/10	213356 *	315.00	05/24	215689	875.00	05/06
9009 *	1,801.17	05/04	215187 *	79.00	05/07	215690	432.99	05/04
9011 *	901.14	05/10	215227 *	63.00	05/11	215691	106.21	05/07
9012	475.49	05/07	215624 *	4,465.00	05/12	215692	336.60	05/04
9013	521.32	05/05	215632 *	3,592.56	05/19	215693	159.66	05/04
9014	3,274.10	05/11	215637 *	390.00	05/03	215694	56.29	05/04
9015	763.62	05/14	215639 *	8,284.00	05/04	215695	650.47	05/04
9016	5,414.01	05/14	215649 *	473.75	05/12	215696	374.71	05/03
9017	253.14	05/14	215651 *	501.00	05/24	215697	193.83	05/03
9018	778.78	05/14	215653 *	22,946.25	05/03	215698	18,250.49	05/03
9019	2,587.59	05/17	215660 *	500.00	05/07	215699	1,191.50	05/03
9021 *	789.75	05/21	215667 *	52,765.12	05/05	215700	481.00	05/11



**Checks paid (continued)**

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
215702 *	885.82	05/03	215742	659.37	05/07	215778	14,746.82	05/24
215703	308.29	05/04	215743	13.40	05/10	215779	6,082.00	05/21
215704	1,613.15	05/04	215744	2,166.07	05/07	215781 *	390.00	05/24
215705	172.06	05/05	215745	1,081.24	05/10	215782	22,945.05	05/27
215706	2,648.22	05/03	215746	104.00	05/28	215784 *	168.00	05/21
215707	299.00	05/04	215747	913.50	05/24	215785	968.00	05/25
215708	7,395.05	05/03	215748	3,260.00	05/24	215786	450.00	05/21
215709	765.00	05/06	215749	2,050.00	05/17	215787	289.34	05/21
215711 *	3,786.61	05/03	215750	14,382.14	05/19	215788	41,032.63	05/25
215712	970.23	05/03	215751	834.00	05/19	215789	1,129.86	05/25
215713	635.00	05/04	215752	1,699.27	05/19	215790	121.27	05/25
215714	17,080.00	05/03	215754 *	197.48	05/18	215791	56.77	05/24
215715	170.67	05/03	215755	336.94	05/17	215793 *	1,960.00	05/25
215716	424.69	05/05	215756	16,825.30	05/19	215794	3,508.86	05/21
215717	3,685.00	05/10	215757	4,760.03	05/19	215795	163.91	05/24
215719 *	1,344.00	05/10	215758	5,905.44	05/17	215796	12,500.00	05/25
215720	2,865.00	05/21	215759	2,187.68	05/13	215797	167.52	05/24
215721	274.65	05/11	215760	3,957.52	05/24	215798	49,491.68	05/26
215722	60.09	05/12	215761	50.33	05/18	215799	11,171.80	05/21
215723	1,273.98	05/11	215762	1,145.81	05/18	215800	477.25	05/27
215725 *	91.23	05/14	215763	200.00	05/17	215801	2,422.84	05/26
215726	1,197.66	05/12	215764	180.00	05/18	215802	3,797.26	05/26
215727	450.00	05/07	215765	612.89	05/20	215803	209.40	05/21
215728	256.99	05/10	215766	1,286.81	05/21	215804	25,548.80	05/24
215730 *	787.50	05/07	215767	16,900.00	05/20	215805	674.02	05/26
215731	319.29	05/10	215768	248.96	05/14	215806	289.46	05/25
215732	596.23	05/10	215770 *	872.35	05/14	215807	155.34	05/24
215733	216.00	05/12	215771	1,657.84	05/17	215808	590.33	05/25
215734	118.00	05/10	215772	1,000.00	05/20	215809	174.24	05/24
215735	4,622.87	05/12	215773	235.27	05/17	215810	1,013.22	05/26
215738 *	2,547.50	05/10	215775 *	1,275.00	05/24	215811	87,282.78	05/24
215739	1,155.00	05/17	215776	14,449.17	05/24	215812	65,384.97	05/24
215740	117.00	05/10	215777	7,150.00	05/27	215813	79,571.84	05/24
215741	194.55	05/10						
<b>\$754,000.30</b>			<b>Total checks paid</b>					

\* Gap in check sequence.

<b>\$5,326,471.48</b>	<b>Total debits</b>
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**Daily ledger balance summary**

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
04/30	1,022,711.71	05/07	496,885.62	05/14	1,095,580.67
05/03	949,154.98	05/10	484,682.25	05/17	1,057,591.89
05/04	934,597.33	05/11	572,648.79	05/18	985,338.43
05/05	949,561.75	05/12	1,574,202.51	05/19	1,414,793.37
05/06	770,015.02	05/13	1,081,470.03	05/20	1,904,893.66



Daily ledger balance summary (continued)

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
05/21	3,443,060.87	05/25	961,584.99	05/27	688,784.88
05/24	1,270,768.92	05/26	941,320.39	05/28	1,187,932.26
Average daily ledger balance		\$1,240,176.06			

Job Title: **Site Coordinator**  
FLSA Status: Exempt  
Reports to: Associate Executive Director  
Leadership Level: Team Leader

Job Code:  
Job Grade:  
Revision Date: 7-25-2018

### **POSITION SUMMARY:**

These general functions will be carried out in keeping with the Goals, Policies and Mission of the YMCA of the East Bay. The Site Coordinator will supervise staff, coordinate daily activities, maintain positive relationships with all stakeholders and, complete reports for the Expanded Learning Program. They are to ensure physical and emotional safety for all participants. They will oversee and be responsible for creating a high-quality program based on proven methods, district goals and YMCA core values: honesty, respect, responsibility and caring.

### **ESSENTIAL FUNCTIONS:**

- Supervise and engage Group Leaders, ensuring they are planning and implementing program activities that are culturally relevant, developmentally appropriate, aligned with students needs and interests, and consistent with YMCA values, with a focus on academic achievement and healthy living.
- Create daily program schedule and yearly calendar with community events and culminating activities.
- Maintain accurate participation and meal records. Maintain all program records for Categorical Program Monitoring (CPM) audits by the state of California's Department of Education (CDE) and the Oakland Unified school district.
- Ensure program meets grant requirements and follows all district guidelines. Create daily program schedule and yearly calendar with community events and culminating activities.
- Is a leader on campus, creating a seamless program and becoming an integral part of the campus operations.
- Ensure program is fully staffed and maintain a 20:1 ratio at all times.
- Attend and actively participate in staff development meetings and actively participate in and complete all program improvement processes.
- Work with school site teachers and principals to link Expanded Learning Program activities to school day curriculum in order to support district academic goals for all students.
- When necessary, tutor and instruct students in the areas of language arts, mathematics and reading.
- Maintain written lesson plans of activities each week that align with school day learning models along with daily activity logs.
- Attend and hold weekly staff meetings and trainings as required.
- Use appropriate and consistent discipline methods that reinforce positive behaviors in an age appropriate manner.
- Ensure YMCA policies and procedures are followed, including those related to medical and disciplinary situations, child abuse prevention, dress code, cell phone use, and emergencies.
- Build and maintain positive relations with all stakeholders (students, parents, school day staff and administration as well as district personnel) and other YMCA staff and maintain confidentiality.
- Model relationship building skills in all interactions including conflict resolution.
- Proactively communicate with supervisor on all program operations and issues as required.
- Demonstrate sound judgment and professionalism in all interactions and meet all deadlines.
- Fulfill other job duties as assigned

**WORK ENVIRONMENT & PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Sufficient strength, agility and mobility to perform essential functions of position and to supervise program activities
- Must occasionally lift up to 30 lbs
- Frequent bending & standing
- Able to walk for long periods of time
- Visual ability to clearly monitor activities in both indoor and outdoor settings
- Mobility to quickly respond to emergencies

**LEADERSHIP COMPETENCIES:**

- Program or Project Management
- Developing Self and Others
- Inclusion
- Communication and Influence
- Emotional Maturity

**QUALIFICATIONS:**

- 48 semester college units, or successful completion of the Instructional Aid (IA) Exam
- 2 years of previous experience working in a professional child care or school age program
- 1 year of previous supervisory experience
- General knowledge of core elementary and middle school subjects
- Strong classroom and behavioral management skills
- Ability to work independently and as part of a team
- Pre-employment TB clearance
- DOJ/FBI criminal record clearance
- Ability to relate effectively to diverse groups of people from all social and economic segments of the community and serve as a positive role model
- Proficiency in Microsoft Outlook and other computer programs necessary to perform the duties of the job
- CPR, First Aid, AED certifications and Child Abuse Prevention training within 30 days of hire date
- Must be 18 years of age

**SIGNATURE:**

I have read and understand the responsibilities listed above. By my signature below, I verify that I have the qualifications for the job and am able to perform these functions.

\_\_\_\_\_  
Employee's name

\_\_\_\_\_  
Employee's signature

Today's date: \_\_\_\_\_

Job Title: **Group Leader**  
FLSA Status: Non-Exempt  
Reports to:  
Leadership Level: Leader

Job Code:  
Job Grade:  
Revision Date: 7-12-2018

### **POSITION SUMMARY:**

These general functions will be carried out in keeping with the Goals, Policies and Mission of the YMCA of the East Bay. The Group Leader will actively supervise students to ensure their physical and emotional safety. They will plan and lead daily activities that are meaningful, culturally relevant and engaging for all students. Activities may include but aren't limited to: homework help, data driven academic skill building, STEAM (Science, Technology, Engineering, Art, Math), English language arts, structured physical activities and/or sports and visual and performing arts. Group leaders maintain positive relationships with all stakeholders and participate in creating a high-quality program based on proven methods, district goals and the YMCA core values: honesty, respect, responsibility and caring.

### **ESSENTIAL FUNCTIONS:**

1. Actively supervise all students, at all times in order to ensure physical and emotional safety for all participants.
2. Actively engage a group of youth by planning and implementing program activities that are developmentally appropriate, culturally relevant, meaningful, and consistent with YMCA core values.
3. Maintain accurate attendance records.
4. Participate in and help plan program events and culminating activities.
5. Work cooperatively with all staff to ensure program quality, safety, cleanliness and accident prevention standards are met.
6. Submit for review and approval to Supervisor: written curriculum overviews and lesson plans for all activities that are aligned with student needs and interests and program, school and district goals. Work with school site teachers and principals to link ELP activities to school day curriculum.
7. Provide homework assistance and academic skill building instruction when required.
8. Proactively communicate with supervisor regarding all program operations including student academic progress, behavior and injuries.
9. Follow YMCA policies and procedures, including those related to child abuse prevention, dress code, cell phone use, campus safety as well as medical and non-medical emergencies.
10. Attend and actively participates in staff meetings as required.
11. Build and maintain positive relationships with all stakeholders (students, parents, and school day staff as well as district personnel) and other YMCA staff. Model relationship building skills in all interactions including conflict resolution.
12. Use appropriate and consistent discipline methods that reinforce positive behaviors in an age appropriate manner.
13. Demonstrate sound judgment and professionalism in all interactions, including punctuality, flexibility, conflict resolution, adherence to deadlines and confidentiality.
14. Fulfill other job duties as assigned.

**WORK ENVIRONMENT & PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Sufficient strength, agility and mobility to perform essential functions of position and to supervise program activities
- Must occasionally lift up to 30 lbs
- Frequent bending & standing
- Able to walk for long periods of time
- Visual ability to clearly monitor activities in both indoor and outdoor settings
- Mobility to quickly respond to emergencies

**LEADERSHIP COMPETENCIES:**

- Inclusion
- Communication and Influence
- Emotional Maturity

**QUALIFICATIONS:**

- Must have (a) 48 semester college units, or (b) successful completion of the Instructional Aid (IA) Exam
- Experience working with youth in a similar environment preferred
- Demonstrate a love of working with youth and an interest in being a positive role-model for others
- Ability to relate effectively to diverse groups of people from all social and economic segments of the community
- Must have general knowledge of core elementary and middle school subjects
- Must possess strong classroom and behavioral management skills
- Must be able to work independently and as part of a team
- Must pass DOJ/FBI criminal background check
- TB Test Clearance
- At least 18 years of age
- CPR, First Aid, AED certifications and Child Abuse Prevention training within 30 days of hire date

**SIGNATURE:**

I have read and understand the responsibilities listed above. By my signature below, I verify that I have the qualifications for the job and am able to perform these functions.

---

Employee's name

---

Employee's signature

Today's date: \_\_\_\_\_



## Secretary of State Certificate of Status

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

**Entity Name:** YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY  
**File Number:** C0059522  
**Registration Date:** 12/28/1909  
**Entity Type:** DOMESTIC NONPROFIT CORPORATION  
**Jurisdiction:** CALIFORNIA  
**Status:** ACTIVE (GOOD STANDING)

As of June 29, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

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

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



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of June 29, 2021.

A handwritten signature in black ink, appearing to read "Shirley N. Weber".

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

**Certificate Verification Number:** Y8BP1XR

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



## YMCA of the East Bay Board of Directors

First Name	Last Name	Title	Company	Notes
Matthew	Burrows	Chief General Counsel	BART	Secretary
David	Deutscher	Commerical Real Estate Developer	Deutscher Properties	
Eric	Eisenberg	Owner/President	BrightStar Care	
Craig	Fendel	Senior Relationship Manager, Commercial Banking (Ret.)	City National Bank	Treasurer
Jerry	Fleming	Senior Vice President (Ret.)	Kaiser Permanente	
Jack	Gardner	President and CEO	The John Stewart Company	
Seth	Hamalian	Managing Principal	Misison Bay Development Group, LLC	
Tim	Hassler	Principal (Ret.)	TARDP Investments	
Ken	Kuchman	Executive Director	Bernard E. & Alba Witkin Charitable Foundation	
Jesse	Nelson	Vice President, San Francisco Region	Alexandria Real Estate Equities, Inc.	
Tom	Ratcliff	Residential Contractor	Self-Employed	
Chaud	Richards	Senior Counsel	Netzel Grigsby Associates, Inc.	
Karina	Rivera	Public Relations	Alameda Alliance for Health	
Darrell	Sooy	Attorney, Former Sr. Managing Director	Weintraub Tobin	
Amy	Tharpe	Director of Social Responsibility	Port of Oakland	
Nailah	Thompson	Primary Care Physician, Director of Internal Medical Residency Health Equity and Disparities Track	Kaiser Permanente	Chair
Dewayne	Walton	Vice President, Product Governance; Virtual Channels	Wells Fargo	
Andy	Williams	Vice President, Safety, Health and Environment	PG&E	Vice Chair

## Branch Board Representatives (Appointed to the Association Board)

First Name	Last Name	Title	Company	Notes
Angela	Anderson	Regional Dir., Privacy & Security Officer	Kaiser Permanente	Oakland Y
Jan	Bono	Principal (Ret.)	Ernst & Young, LLP	Pleasant Hill Y
Marjorie	Cox	Deputy Attorney Gernal (Ret.)	California Department of Justice	DT Berkeley Y
Amelia	Ott	Leasing Administrator	Equity Residential	ECI
Susan	Russell	Owner	Russell Mark Group, naming and verbal branding	Albany Y
Chris	Shuttlesworth	Editorial Producer	Major League Baseball/MLB.com	Richmond Pkwy Y
Juanita	Tasby	WIC Nutrition Assistant	West Oakland Health Council	ECI



## YMCA of the East Bay Meeting Minutes

<b>Meeting Name</b>	Board of Directors Meeting	<input checked="" type="checkbox"/> <b>Board</b> <input type="checkbox"/> <b>Committee</b> <input type="checkbox"/> <b>Task Force</b> <input type="checkbox"/> <b>Other</b>	
<b>Date of Session</b>	Thursday, March 25, 2021	<b>Time:</b> 6:00 PM	
<b>Location of Session</b>	YEB Zoom Meeting.	<b>Quorum Required</b> <input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>	<b>Quorum Present</b> <input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>
<b>Convening Chair</b>	Nailah Thompson		
<b>Members in Attendance</b>	Angela Anderson, Jan Bono, Matthew Burrows, David Deutscher, Eric Eisenberg, Jerry Fleming, Jack Gardner, Seth Hamalian, Tim Hassler, Ken Kuchman, Jesse Nelson, Amelia Ott, Tom Ratcliff, Chaud Richards, Karina Rivera, Susan Russell, Chris Shuttlesworth, Darrell Sooy, Juanita Tasby, Amy Tharpe, Nailah Thompson, Dewayne Walton, Andy Williams		
<b>Members Absent</b>	Marjorie Cox and Craig Fendel		
<b>Staff in Attendance</b>	Fran Gallati, Mike Cassidy, and Kelly Wong (minute taker)		
<b>Guests in Attendance</b>	Antiracism Task Force members		

<b>Called to Order</b>	Nailah Thompson	<b>Time:</b> 6:04 PM
<b>Welcome</b>	Nailah welcomed everyone to the meeting.	
<b>Opening Thought</b>	Dewayne Walton began his opening thought with a moment of silence for those who died from the shooting in Atlanta and Colorado killing 18 people. Then he reflected on events in the past year reminiscent of the 1890s and reminded all that as the Y reopens, we have an opportunity to learn from the last year, recommit ourselves to our members, staff and community. The responsibility is ours to be the change we want to see.	
<b>Consent Agenda</b>	Board of Directors Meeting Minutes: 01/28/2021  A motion was made to approve the Board of Directors meeting minutes of 01/28/2021. (M/S/C: Matthew Burrows/ Dewayne Walton/ Unanimous)	<input checked="" type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Not Approved</b> <input type="checkbox"/> <b>Other</b>
<b>Notes on Agenda</b>	None	

Meeting Notes
<b>CEO Report</b> (Fran Gallati) <ul style="list-style-type: none"> <li>Fran presented an overview of the state of YEB in ECI, Youth Development and Healthy Communities as well as upcoming items.</li> </ul>

- In ECI, there are currently 18 centers operating and providing early learning, mental health and social support, and providing health information.
- The program is fully funded, but due to less children allowed "in person", the cost of running the program have significantly reduced. In order to meet spending goals, the team is investing the revenue into rebuilding playgrounds (currently 4 are being built), upgrades, and stocking up on needed supplies.
- In Youth Development, there are 10 Digital Learning Hubs providing academic support, meals, and enrichment activities, and 10 afterschool virtual support hubs.
- We have just completed a NorCal Youth and Government program serving 400 participants.
- Next step in Youth Development is exploration of summer impact in partnership with School Districts.
- In Healthy Communities, all 5 branches are open (with limited hours), and next step is to create permanent outdoor spaces for Oakland Y and Pleasant Hill Y.
- Upcoming items are:
  - Merger Conversations with YMCA of Superior California continue
  - Movement of the ASC team to Richmond Y
  - Breaking ground event on Cherryland Early Learning Center: April 28th at 3 PM
  - PPP forgivable loan of \$7.2M obtained and underway
- Pandemic shifts:
  - Acceleration of technology to support the operation and to express our mission.
  - Public health of spaces
  - Equity with clarity

#### **YEB Antiracist Mission Statement Presentation** (Antiracist Statement Task Force)

- The Antiracism Task Force members introduced themselves and presented a draft version of the YEB Antiracist Mission Statement as well as key points and rollout considerations.
  - "YMCA of the East Bay commits to be an antiracist organization that creates equity in healthy living, empowers youth, and strengthens our communities by developing a culture where racial disparities are not tolerated. We commit to address inequity caused by racism and to support all youth and adults, especially those in marginalized communities, to thrive in a more equitable society."
- After the presentation, the group answered questions from the Board.
- The presentation and materials will be forwarded to the Board for review and feedback prior to a vote for approval at the next Board meeting in May 2021.

#### **Early Childhood Impact** (Amelia Ott)

- Amelia presented the Oakland Year 1 Re-funding Application for 2021-2022 which consists:
  - Highlights of the grant narrative
  - Head Start and Early Head Start Budgets, including Training and Technical Assistance
  - Highlights of Oakland Community Assessment 2020
  - ECI Five-year Program Goals updates
  - ECI Training and Technical Assistance Plan 2021-22

- Annual Self-Assessment Report and Quality Improvement Plan 2020-21
- School Readiness Plan 2021-22
- Organizational Chart

A motion was made to approve and accept the ECI Oakland Year 1 Re-funding Application for 2021-2022.

(M/S/C: Jack Gardner/ Andy Williams/ Unanimous)

- Program Eligibility Selection Criteria for 2021-2022
  - The criteria remained relatively the same as previous year except for 2 items:
  - The criteria will include essential workers on the “income eligible families with other high risks” criteria due to the impact the pandemic has had on essential workers where parents are unable to work due to their children not in schools or care programs.
  - The removal of the criteria for families who prefer a full time slot vs a part time slot acknowledging that care is needed regardless of the amount of time a family needs especially with essential workers who may be working part time due to reduced work during the pandemic.

A motion was made to approve the ECI Program Eligibility Selection Criteria for 2021-2022 with the changes noted.

(M/S/C: Dewayne Walton/ Karina Rivera/ Unanimous)

- ECI Executive Report
  - Melanie provided a brief executive report of ECI.
  - Due to the pandemic and decreased “in-person” care, the division is underspending in federal grants by \$2.7M.
  - To help offset the revenue, staff were given special pay for those who have been working in-person since July 2020. Facility renovations and improvements will also be made using the revenue.

#### **Fremont Property Sale** (Seth Hamalian, David Deutscher, & Jesse Nelson)

- Seth presented an overview of the former Fremont YMCA facility and proposed a sale recommendation.
- The facility is 1.76 acres with a 1-story 6,461 sqft building located at 41811 Blacow Rd.
- It is currently rented to a for-profit tutoring provider who have not paid their rent since the beginning of the pandemic. (Dues are not forgiven regardless of transaction outcome.)
- The tenants have expressed interest in purchasing the property for \$6.35M.
- The sale terms are:
  - \$250,000 deposit posted at signing of PSA
  - 60 days to complete diligence
  - Additional \$250,000 deposit at end of diligence, with all \$500,000 becoming non-refundable
  - Close 90 days thereafter

A motion was made to approve the sale of the former Fremont YMCA property for \$6.35M.

(M/S/C: Eric Eisenberg/ Dewayne Walton/ Unanimous)

<b>Next Meeting</b>	Thursday, May 27, 2021 at 6:00 PM		
<b>Time Adjourned</b>	8:06 PM	<b>Recorded By</b>	Kelly Wong



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

June 28, 2021

To whom it may concern:

On behalf of the YMCA of the East Bay, I am pleased to submit our response to Oakland Unified School District's After School Lead Agency RFQ. We are eager to work hand-in-hand with OUSD to help Oakland youth and families grow, learn, and thrive.

The Y works to strengthen the foundation of community through three areas of focus: youth development, healthy living, and social responsibility. We deliver highly specialized programs designed to build inner resilience and nurture the potential in all youth. At the Y, we view youth development work through a holistic lens - recognizing the need to uphold physical, social, and emotional well being and health. As we aim to elevate the whole child, the YMCA is dedicated to building a system that remains responsive to critical family and community needs.

As the executive director of the YMCA Teen Center branch (we oversee the Expanded Learning Program), I affirm that the Y is committed to performing the work as outlined in our RFQ application. We are prepared to work in partnership with OUSD to ensure every student in Oakland has access to the programs and services they require to thrive in school. The Y is steadfast in its task to not only prepare youth for critical transition periods, but to support them through these processes. We thank you for your time and consideration!

Best Regards,

Audi Huang  
Executive Director of YMCA Teen Center  
YMCA of the East Bay



**YMCA OF THE EAST BAY**

**FINANCIAL STATEMENTS**

**JUNE 30, 2020 AND JUNE 30, 2019**



*Accountants & Advisors*

## **YMCA OF THE EAST BAY**

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## Independent Auditors' Report

The Board of Directors  
YMCA of the East Bay

We have audited the accompanying financial statements of YMCA of the East Bay, which comprise the statement of financial positions as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the 2020 financial statements referred to above present fairly, in all material respects, the financial position of YMCA of the East Bay as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Prior Period Financial Statements

The financial statements of YMCA of the East Bay as of June 30, 2019, were audited by other auditors whose report dated October 29, 2019, expressed an unmodified opinion on those statements.

*RINA Accountancy LLP*

Certified Public Accountants

San Francisco, California  
October 26, 2020



# YMCA OF THE EAST BAY

## STATEMENTS OF FINANCIAL POSITION

<u>ASSETS</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 3,002,032	\$ 3,454,599
Accounts receivable:		
Members, net of allowance of \$59,888 and \$122,925	98,706	110,919
Grants and contracts, net of allowance of \$53,744 and \$0	2,391,865	5,146,708
Pledges, net of allowance of \$1,800 and \$11,919	195,283	84,217
Other receivables	391,149	387,116
Prepaid expenses and other assets	826,399	1,069,680
<b>TOTAL CURRENT ASSETS</b>	<b>6,905,434</b>	<b>10,253,239</b>
<b>OTHER ASSETS:</b>		
Restricted cash	1,207,672	1,097,562
Investments, at fair value	43,910,205	36,773,180
Beneficial interest in trust	1,056,300	997,562
Funds held for others	604,385	648,189
Property and equipment, net	52,104,441	51,944,812
Other long-term assets	32,277	26,902
<b>TOTAL OTHER ASSETS</b>	<b>98,915,280</b>	<b>91,488,207</b>
<b>TOTAL ASSETS</b>	<b>\$ 105,820,714</b>	<b>\$ 101,741,446</b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 3,366,244	\$ 2,666,988
Accrued payroll and other related liabilities	2,770,488	3,197,333
Deferred revenue	1,706,680	1,939,964
<b>TOTAL CURRENT LIABILITIES</b>	<b>7,843,412</b>	<b>7,804,285</b>
<b>LONG-TERM LIABILITIES:</b>		
Long-term bonds payable	5,285,549	6,342,531
Funds held for others	604,385	648,189
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>5,889,934</b>	<b>6,990,720</b>
<b>TOTAL LIABILITIES</b>	<b>13,733,346</b>	<b>14,795,005</b>
<b>NET ASSETS:</b>		
Without donor restrictions	81,737,546	76,764,620
With donor restrictions	10,349,822	10,181,821
<b>TOTAL NET ASSETS</b>	<b>92,087,368</b>	<b>86,946,441</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 105,820,714</b>	<b>\$ 101,741,446</b>

See notes to financial statements.



# YMCA OF THE EAST BAY

## STATEMENTS OF ACTIVITIES

**YEAR ENDED JUNE 30, 2020**

	Without Donor Restrictions	With Donor Restrictions	Total
OPERATING ACTIVITIES:			
Public support			
Contributions	\$ 3,451,142	\$ 180,329	\$ 3,631,471
Foundation grants	345,346	786,535	1,131,881
In-kind contributions	609,000	-	609,000
Special events, net	170	-	170
Net assets released from restrictions	1,058,272	(1,058,272)	-
TOTAL PUBLIC SUPPORT	5,463,930	(91,408)	5,372,522
REVENUE:			
Membership dues, net	16,841,136	-	16,841,136
Federal, state and local grants	26,775,114	-	26,775,114
Program fees, net	12,535,317	-	12,535,317
Residence and rental income	1,888,079	-	1,888,079
Allocation of investment gains to operations	41,570	-	41,570
Operating interest and dividends	682,353	212,294	894,647
Other income	163,051	-	163,051
TOTAL REVENUE	58,926,620	212,294	59,138,914
TOTAL PUBLIC SUPPORT AND REVENUE	64,390,550	120,886	64,511,436
EXPENSES:			
Program expenses			
Youth Development	35,714,530	-	35,714,530
Healthy Communities	15,695,797	-	15,695,797
Social Responsibility	2,045,025	-	2,045,025
Total program expenses	53,455,352	-	53,455,352
Supporting services:			
Management and general	5,564,543	-	5,564,543
Fundraising	378,249	-	378,249
Total support services	5,942,792	-	5,942,792
TOTAL EXPENSES	59,398,144	-	59,398,144
CHANGE IN NET ASSETS FROM OPERATIONS	4,992,406	120,886	5,113,292
NON-OPERATING ACTIVITIES:			
Realized and unrealized gain on investments in excess of designated for current operations	(19,480)	(11,623)	(31,103)
Change in beneficial interest in trust	-	58,738	58,738
CHANGE IN NET ASSETS	4,972,926	168,001	5,140,927
NET ASSETS, beginning of year	76,764,620	10,181,821	86,946,441
NET ASSETS, end of year	\$ 81,737,546	\$ 10,349,822	\$ 92,087,368

See notes to financial statements.

# YMCA OF THE EAST BAY

## STATEMENTS OF ACTIVITIES

### YEAR ENDED JUNE 30, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
OPERATING ACTIVITIES:			
Public support			
Contributions	\$ 775,865	\$ 25,000	\$ 800,865
Foundation grants	529,105	114,127	643,232
Special events, net	2,354	-	2,354
Net assets released from restrictions	754,571	(754,571)	-
TOTAL PUBLIC SUPPORT	2,061,895	(615,444)	1,446,451
REVENUE:			
Membership dues, net	21,846,849	-	21,846,849
Federal, state and local grants	25,893,729	-	25,893,729
Program fees, net	18,022,718	-	18,022,718
Residence and rental income	2,723,180	-	2,723,180
Allocation of investment gains to operations	566,737	-	566,737
Operating interest and dividends	609,689	211,223	820,912
Other income	204,177	-	204,177
TOTAL REVENUE	69,867,079	211,223	70,078,302
TOTAL PUBLIC SUPPORT AND REVENUE	71,928,974	(404,221)	71,524,753
EXPENSES:			
Program expenses			
Youth Development	37,899,496	-	37,899,496
Healthy Communities	18,373,276	-	18,373,276
Social Responsibility	3,589,056	-	3,589,056
Total program expenses	59,861,828	-	59,861,828
Supporting services:			
Management and general	6,502,544	-	6,502,544
Fundraising	431,081	-	431,081
Total support services	6,933,625	-	6,933,625
TOTAL EXPENSES	66,795,453	-	66,795,453
CHANGE IN NET ASSETS FROM OPERATIONS	5,133,521	(404,221)	4,729,300
NON-OPERATING ACTIVITIES:			
Realized and unrealized gain on investments in excess of designated for current operations	324,764	330,860	655,624
Change in beneficial interest in trust	-	23,006	23,006
CHANGE IN NET ASSETS	5,458,285	(50,355)	5,407,930
NET ASSETS, beginning of year	71,306,335	10,232,176	81,538,511
NET ASSETS, end of year	\$ 76,764,620	\$ 10,181,821	\$ 86,946,441

See notes to financial statements.

# YMCA OF THE EAST BAY

## STATEMENTS OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2020

	Program Services			Supporting Services		Total
	Youth Development	Healthy Communities	Social Responsibility	Management and General	Fundraising	
Personnel costs						
Salaries and wages	\$ 19,369,643	\$ 6,659,802	\$ 903,847	\$ 2,507,974	\$ 243,281	\$ 29,684,547
Employee benefits	4,013,821	916,547	210,912	431,815	49,515	5,622,610
Payroll taxes	2,647,610	1,046,102	141,019	203,285	21,596	4,059,612
Total personnel costs	26,031,074	8,622,451	1,255,778	3,143,074	314,392	39,366,769
Non-personnel costs						
Bank and credit card processing fees	101,142	347,815	9,960	3,189	11,798	473,904
Business insurance	181,075	184,522	15,364	105,498	-	486,459
Business related travel costs	507,174	26,462	6,371	38,313	1,995	580,315
Conferences and meetings	471,337	60,537	19,253	75,875	2,777	629,779
Depreciation and amortization	771,803	2,114,355	267,336	53,129	-	3,206,623
Equipment - expendable or rented	280,416	471,974	41,062	180,237	404	974,093
Financing costs	-	154,725	-	3,330	-	158,055
Membership dues, subscriptions, and national support	33,696	7,204	2,908	416,019	-	459,827
Miscellaneous expense	13,459	3,462	-	8,649	-	25,570
Rent, utilities, and repairs and maintenance	2,425,513	2,532,971	178,437	236,188	514	5,373,623
Postage and shipping	9,267	7,699	254	27,894	1,677	46,791
Printing, publications, and promotions	31,952	109,789	652	63,900	14,058	220,351
Program costs	211,866	20,404	-	-	-	232,270
Provisions	29,344	73,115	(4,945)	(637)	203	97,080
Purchased, contract, or donated services	2,467,050	285,447	164,827	1,018,863	1,499	3,937,686
Supplies	1,943,142	571,194	64,834	110,623	28,254	2,718,047
Telecommunications	205,220	101,671	22,934	80,399	678	410,902
Total non-personnel costs	9,683,456	7,073,346	789,247	2,421,469	63,857	20,031,375
Total expenses	\$ 35,714,530	\$ 15,695,797	\$ 2,045,025	\$ 5,564,543	\$ 378,249	\$ 59,398,144

See notes to financial statements.

# YMCA OF THE EAST BAY

## STATEMENTS OF FUNCTIONAL EXPENSES

**YEAR ENDED JUNE 30, 2019**

	Program Services			Supporting Services		Total
	Youth Development	Healthy Communities	Social Responsibility	Management and General	Fundraising	
<b>Personnel costs</b>						
Salaries and wages	\$ 20,057,087	\$ 8,126,265	\$ 1,936,789	\$ 2,994,122	\$ 280,789	\$ 33,395,052
Employee benefits	3,934,130	998,558	404,407	475,980	49,519	5,862,594
Payroll taxes	2,490,104	956,105	240,707	242,180	24,405	3,953,501
Total personnel costs	26,481,321	10,080,928	2,581,903	3,712,282	354,713	43,211,147
<b>Non-personnel costs</b>						
Bank and credit card processing fees	128,197	420,413	14,555	42,029	12,344	617,518
Business insurance	186,113	169,491	21,176	85,020	-	461,800
Business related travel costs	564,343	59,503	25,230	86,578	3,649	739,303
Conferences and meetings	833,736	91,036	8,908	43,447	3,077	980,204
Depreciation and amortization	687,200	2,232,726	285,175	95,312	-	3,300,413
Equipment - expendable or rented	282,568	653,135	62,137	231,827	-	1,229,667
Financing costs	-	193,745	-	-	-	193,745
Membership dues, subscriptions, and national support	33,406	14,137	3,352	521,646	1,589	574,130
Miscellaneous expense	17,112	7,144	194	5,711	-	30,161
Rent, utilities, and repairs and maintenance	3,244,607	2,836,550	247,703	175,431	1,120	6,505,411
Postage and shipping	25,927	35,296	370	38,911	1,318	101,822
Printing, publications, and promotions	82,886	139,638	5,484	138,397	26,236	392,641
Program costs	268,766	56,297	7,996	-	-	333,059
Provisions	16,105	89,178	27,981	-	13,319	146,583
Purchased, contract, or donated services	2,431,179	326,419	131,543	1,134,404	5,230	4,028,775
Supplies	2,331,579	852,299	129,675	112,472	7,373	3,433,398
Telecommunications	284,451	115,341	35,694	79,077	1,113	515,676
Total non-personnel costs	11,418,175	8,292,348	1,007,153	2,790,262	76,368	23,584,306
Total expenses	\$ 37,899,496	\$ 18,373,276	\$ 3,589,056	\$ 6,502,544	\$ 431,081	\$ 66,795,453

See notes to financial statements.



# YMCA OF THE EAST BAY

## STATEMENTS OF CASH FLOWS

	Year Ended June 30, 2020	Year Ended June 30, 2019
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in net assets	\$ 5,140,927	\$ 5,407,930
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation & amortization	3,206,623	3,300,413
Amortization of debt issuance costs	8,973	7,874
Net realized and unrealized gains on investments	(10,467)	(1,222,361)
Change in beneficial interest in trust	(58,738)	(23,006)
Gifts in kind	(659,463)	(14,598)
(Gain) loss on sale of property, plant, and equipment	39,312	(15,264)
Changes in operating assets and liabilities		
Accounts receivable	2,757,292	(226,166)
Prepaid expenses	237,906	(683,878)
Pledges receivable	(111,066)	(43,883)
Accounts payable and accrued interest	(227,739)	(2,070,295)
Deferred revenue	(233,284)	(311,333)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>10,090,276</u>	<u>4,105,433</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of investments	(49,201,834)	(15,175,656)
Proceeds from sale of investments	42,121,469	18,095,799
Proceeds from sale of property, plant, and equipment	20,975	16,468
Purchases of property, plant, and equipment	(2,307,388)	(7,057,764)
NET CASH USED IN INVESTING ACTIVITIES	<u>(9,366,778)</u>	<u>(4,121,153)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Bond amendment costs	(65,955)	-
Principal payments on bonds payable	(1,000,000)	(1,000,000)
NET CASH USED IN FINANCING ACTIVITIES	<u>(1,065,955)</u>	<u>(1,000,000)</u>
NET DECREASE IN CASH & EQUIVALENTS AND RESTRICTED CASH	(342,457)	(1,015,720)
CASH & EQUIVALENTS AND RESTRICTED CASH, beginning of year	<u>4,552,161</u>	<u>5,567,881</u>
CASH & EQUIVALENTS AND RESTRICTED CASH, end of year	<u>\$ 4,209,704</u>	<u>\$ 4,552,161</u>
<b>SUPPLEMENTAL INFORMATION:</b>		
Interest paid	<u>\$ 159,680</u>	<u>\$ 186,360</u>
<b>SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING ACTIVITIES:</b>		
Construction in progress transferred to property and equipment	\$ 528,112	\$ 3,001,234
Construction in progress and property and equipment included in accounts payables and other liabilities	\$ 500,150	\$ 186,066
<b>CASH, CASH EQUIVALENTS, AND RESTRICTED CASH CONSISTED OF THE FOLLOWING:</b>		
Cash equivalents	\$ 3,002,032	\$ 3,454,599
Restricted cash	<u>1,207,672</u>	<u>1,097,562</u>
	<u>\$ 4,209,704</u>	<u>\$ 4,552,161</u>

See notes to financial statements.

## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

#### Note 1. NATURE OF OPERATIONS:

##### Nature of business:

The Young Men's Christian Association of the East Bay ("YMCA of the East Bay", the "YMCA", or the "Y") is a California nonprofit corporation with a mission to strengthen communities through youth development, healthy communities and social responsibility. The YMCA provides programs in the three priority areas: Early Childhood Learning and Support Services; Youth Development with an emphasis on core Y programs [learning to swim, youth sports and camps (both resident and day)]; and after school programs on school campuses throughout the East Bay.

On July 1, 2017, the Young Men's Christian Association of the East Bay (a California nonprofit corporation founded in 1879) merged with the Young Men's Christian Association of the Central Bay Area (a California nonprofit corporation founded in 1903). Both organizations share a common mission of strengthening communities with a focus on youth development, healthy Communities and social responsibility. Through their merger, the entities seek to further their common mission by substantially improving their community impact in the region and their capacity in the program areas described below.

##### Program activities:

The YMCA of the East Bay strives to deliver quality, accessible, and affordable programs in three key focus areas: Youth Development, Healthy Communities, and Social Responsibility.

*Youth Development* - All kids deserve the opportunity to discover who they are and what they can achieve and the Y is committed to nurturing the potential of every child and teen. The wide array of programs help young people cultivate the values, skills, and relationships that lead to positive behaviors, improved health and educational achievement.

- Early Childhood Impact - There is an opportunity gap between those with means and those without. The YMCA strives to eliminate that gap by providing high quality early learning, family support, education and training opportunities for parents to better support the children's success emotionally, socially, and cognitively. The Y offers Headstart, Early Headstart, and state funded childcare and preschool programs, connections with medical and dental services, family support, goal setting, and counseling for families servicing trauma influenced children.
- Youth Development - The Y provides the opportunity to youth to improve academic success, social, and emotional development and health through after school programs, summer and resident camps, and core Y programs, such as youth sports and swimming. These programs are designed to give all kids the opportunity to learn new skills, build confidence, and socialize in a healthy environment.

*Healthy Communities* - The Y is focused on improving individual, family, and community health by helping individuals incorporate exercise as a regular part of their lifestyle. The YMCA recognizes the societal barriers that make it challenging to achieve a healthy lifestyle and has designed programs to help people find their personal pathway to health in both individual and group settings.

## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

**Note 1. NATURE OF OPERATIONS (Continued):**

Program activities (continued):

*Social Responsibility* - The Y recognizes that as an agent for change, we have a larger responsibility to the community. The Y develops programs in such a way that ensures everyone can participate and supports other efforts to improve the overall health of a community, such as supporting safe routes to school, bike-able and walkable community, and health food policies. The Berkeley branch provides affordable residence facilities for those with limited financial resources, who can also benefit from the support of our programs. Additionally programs and events are held throughout the year to foster community and celebrate our growing and diverse member base.

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

Basis of accounting:

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Basis of Presentation:

The YMCA records resources for accounting and reporting purposes into two net asset categories: net assets without donor restrictions and net assets with donor restrictions based on the existence or absence of donor-imposed restrictions.

*Net assets without donor restrictions* - Net assets not subject to donor-imposed restrictions. Such net assets are available for any purpose consistent with the YMCA's mission. The Board has resolved that certain contributions will be invested and the earnings from the contributions will be used for certain programs of the YMCA. At June 30, 2020 and June 30, 2019, \$7,489,765 and \$7,751,857 of net assets have been designated for these purposes.

*Net assets with donor restrictions* - Net assets subject to specific, donor-imposed restrictions that must be met by actions of the YMCA and/or passage of time. When a restriction expires, net assets with restrictions are reclassified to net assets without restrictions and are reported in the statements of activities as releases from restriction. Net assets subject to donor-imposed restriction requiring they be maintained permanently by the YMCA are normally restricted to long-term investment, with income earned and appreciation available for specific or general YMCA purposes. Restricted contributions received in the same year in which the restrictions are met are recorded as an increase to support without donor restrictions.

Reclassification:

Certain amounts in the prior year have been reclassified in order to be consistent with the current year presentation. Total change in net assets were not impacted by these reclassifications.

Measure of operations:

Operating activities reflect all transactions increasing or decreasing net assets except those items associated with long-term investment such as contributions for endowment and facilities and equipment, changes in value of charitable remainder trusts and investment returns in excess of amounts designated for current operations.



## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

#### **Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):**

##### Change in accounting principles:

In June 2018, FASB issued ASU No. 2018-08, Not-For-Profit Entities – Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. The new standard provides a more robust framework for determining whether a transaction should be accounted for as a contribution or as an exchange transaction based on whether a resource provider is receiving value in return for the resources transferred. Further, the ASU provides additional guidance to help determine whether a contribution is conditional and better distinguish a donor-imposed condition from a donor-imposed restriction. The effective date of this pronouncement is for fiscal years beginning after December 15, 2018. The YMCA has adopted this accounting standard and presents these statements accordingly. The ASU was applied retrospectively to all periods.

In May 2, 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606). This new accounting guidance outlines a single comprehensive model for entities to use in accounting for revenue from contracts with customers. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The YMCA has adopted this accounting standard using the modified retrospective method. The YMCA's operating results for reporting periods beginning after January 1, 2019 are presented under ASC Topic 606, while prior period amounts continue to be reported in accordance with historic accounting under Topic 605. The timing and measurement of revenues under ASC Topic 606 is similar to that recognized under previous guidance, accordingly, the adoption of ASC Topic 606 did not have a material impact on the financial position, results of operations, cash flows, or presentation thereof at adoption or in the current period. There were no changes in the opening net assets as a result of the adoption of ASC Topic 606.

##### Revenue recognition:

Membership dues and program fees are recognized as revenue ratably over the period of membership or the duration of the program.

##### Contributions and pledges:

The YMCA records unconditional promises to give (pledges) as receivables and contributions within the appropriate net asset category based on the existence or absence of donor-imposed restrictions. Contributions that are expected to be collected after one year are discounted at a discount rate commensurate with the risks involved and the period of time over which the contributions are expected to be collected. Amortization of any such discounts is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for doubtful contributions receivable is provided based upon management's judgement including such factors as prior collection history, type of contribution and current aging of contributions receivable. The YMCA recognizes conditional promises to give when the conditions stipulated by the donor are substantially met. A conditional promise to give is considered unconditional if the possibility that the condition will not be met is remote.



## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):**

Donated services and tangible property:

Contributions of tangible property are recognized at fair value when received.

The Head Start Program requires 20% of total expenses to be provided by the sponsor and participants in the program. To comply with this requirement, the YMCA has developed a reporting system to determine all in-kind contributions, which consists primarily of community partner agreements and CDE Child Care Contracts valued at the nominal contract amounts, to the Head Start Program. The value of these Head Start in-kind contributions, totaling \$2,556,936 and \$2,771,269 for the years ended June 30, 2020 and June 30, 2019, respectively, have not been reflected in the financial statements as they do not meet the criteria for recognition.

The YMCA receives services from a large number of volunteers who give significant amounts of their time to the programs of the YMCA. No amounts have been reflected for these types of donated services, as there is no objective basis available to measure the value of such services.

Functional allocation of expenses:

Expenses are charged directly to program, management, or fundraising in general categories based on specific identification. Certain costs, not directly attributable to a particular program, have been allocated among program and support services based upon estimates of usage made by management.

Advertising:

The YMCA expenses advertising costs as incurred. Advertising costs for the years ended June 30, 2020 and 2019 were approximately \$64,736 and \$112,399, respectively.

Income taxes:

The YMCA has received a favorable determination letter from the Internal Revenue Service stating that it is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code of 1986 (IRC), as an organization described in Section 501(c)(3), except for income taxes pertaining to unrelated business income.

Cash and cash equivalents:

The YMCA considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash equivalents held in the investment portfolio as part of the YMCA's investment strategy are reported as investments.

Restricted cash:

Restricted cash represents cash that is restricted for specific purposes. Certain cash accounts are pledged as security for the YMCA's letters of credit.

## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

#### **Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):**

##### **Debt issuance costs:**

The YMCA has capitalized the related costs incurred in connection with its debt offerings which consisted primarily of underwriter's discounts, letter of credit fees and costs, trustee and tender agent fees, attorney's fees, and other miscellaneous costs of delivery. These costs are being amortized using the straight-line method, equal to the terms of the bonds. The debt issuance costs related to the bonds payable are presented in the statement of financial position as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts.

##### **Accounts receivable:**

Accounts receivable consists primarily of receivables from program registrants. An allowance is determined by management based on historical collections, specific participants' circumstances, and economic conditions. Member receivables are written off when management has exhausted collection efforts and deems the accounts uncollectible. The YMCA does not accrue interest on unpaid accounts receivable.

##### **Investments:**

Investments are reported at fair value and are based primarily on quoted market prices or estimated fair value. Realized and unrealized gains and losses are reflected in the Statements of Activities.

##### **Property and equipment:**

Property and equipment is stated at cost less accumulated depreciation or at fair value if donated. Only major replacements and improvements with a cost in excess of \$5,000 are capitalized. Buildings and building improvements are depreciated using the straight-line method over 10 to 50 years based upon useful lives. Equipment and furniture and vehicles are depreciated using the straight-line method over 3 to 10 years.

Certain property and equipment are pledged as security for the bonds payable.

##### **Impairment of long-lived assets:**

The carrying value of the YMCA's long-lived assets is reviewed to determine if facts or circumstances suggest that the assets may be impaired or that the remaining useful, depreciable life may need to be changed. The YMCA considers internal and external factors related to each asset, including future asset utilization and business climate. If these factors and the projected undiscounted cash flows of the asset over the remaining life indicate that the asset will not be recoverable, the carrying value will be adjusted down to the estimated fair value, if less than book value.

##### **Deferred revenue:**

Membership dues and program fees that are designated for or related to future years' activities are deferred and recognized as revenue in the period in which they apply.

# YMCA OF THE EAST BAY

## NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

### **Note 3. NATURE OF ESTIMATES:**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent matters at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

### **Note 4. CONCENTRATION OF CREDIT RISK:**

The YMCA maintains cash balances at certain financial institutions in excess of the insurance limits provided by the Federal Deposit Insurance Corporation. The YMCA has not experienced any losses in such accounts. The YMCA monitors the financial stability of financial institutions regularly and management does not believe there is significant credit risk associated with deposits in excess of federally insured amounts.

### **Note 5. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS:**

The YMCA receives revenue from membership dues, federal, state & local grants, program fees, public support, and other miscellaneous sources. In addition to revenue from operations, the YMCA may appropriate up to 6% of the historical average of endowment assets to support programs and ongoing capital improvements.

The YMCA has various sources of liquidity at its disposal, including cash, cash equivalents, fixed income, and marketable securities. In addition to financial assets available to meet general expenditures, the Y operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures

The total financial assets without donor restrictions or board designations held by the YMCA at June 30, 2020 and June 30, 2019 that could be readily made available within one year to meet general operating expenditures are as follows:

	June 30,	
	2020	2019
Cash	\$ 3,002,032	\$ 2,278,573
Investments	28,820,274	20,099,746
Accounts receivable:		
Members, net	98,706	110,919
Grants and contracts	2,391,865	5,146,708
Other receivables	391,149	387,116
Total financial assets available to meet general operating expenditures	<u>\$ 34,704,026</u>	<u>\$ 28,023,062</u>

The YMCA considers all expenditures related to its ongoing program and administrative activities to be general expenditures.



## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

#### **Note 6. INVESTMENTS AND FAIR VALUE MEASUREMENTS:**

The financial accounting standards board defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the YMCA's principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires the YMCA to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 - Quoted prices (unadjusted) for identical assets or liabilities in active markets that the YMCA has the ability to access as of the measurement date.
- Level 2 - Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 - Significant unobservable inputs that reflect the YMCA's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

The following are descriptions of the valuation methods and assumptions used by the YMCA to estimate the fair values of certain financial instruments:

**Cash and cash equivalents:** Fair values of money market funds are estimated to approximate deposit account balances, payable on demand, as no discounts for credit quality or liquidity were determined to be applicable (Level 1 inputs).

**Fixed Income Securities:** Fixed income securities are invested primarily in high grade fixed income securities, which are one to six years in duration. The fair values of these investments are readily marketable and are determined by obtaining quoted prices on a nationally recognized securities exchange (Level 1 inputs).

**Equity Securities and Mutual Funds:** Consist of mutual funds which are primarily invested in equity securities. The fair value of mutual funds, which are readily marketable, is determined by obtaining quoted prices on nationally recognized securities exchanges (Level 1 inputs).

**Beneficial Interest in Charitable Remainder Trust:** The fair value of the charitable remainder trust is based on the current fair value of the underlying investments, future expected investment returns, and the life expectancy of the donor or donor's designee and has been recorded at present value using a discount rate of 1.49% and 2.56% at June 30, 2020 and 2019, respectively. (Level 3 inputs).

# YMCA OF THE EAST BAY

## NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

### Note 6. INVESTMENTS AND FAIR VALUE MEASUREMENTS (Continued):

Assets at Fair Value as of June 30, 2020				
	Level 1	Level 2	Level 3	Total Fair Value
Assets:				
Investments:				
Cash and cash equivalents	\$ 22,476,008	\$ -	\$ -	\$ 22,476,008
Fixed income securities	10,961,589	-	-	10,961,589
Equity securities and mutual funds:				
Large cap	6,261,295	-	-	6,261,295
International equities	4,194,253	-	-	4,194,253
Other	17,060	-	-	17,060
Total investments	43,910,205	-	-	43,910,205
Beneficial interest in trust	-	-	1,056,300	1,056,300
Total assets at fair value	\$ 43,910,205	\$ -	\$ 1,056,300	\$ 44,966,505

Assets at Fair Value as of June 30, 2019				
	Level 1	Level 2	Level 3	Total Fair Value
Assets:				
Investments:				
Cash and cash equivalents	\$ 3,101,621	\$ -	\$ -	\$ 3,101,621
Fixed income securities	14,476,447	-	-	14,476,447
Equity securities and mutual funds:				
Large cap	8,924,326	-	-	8,924,326
Mid cap	2,176,342	-	-	2,176,342
Small cap	1,882,343	-	-	1,882,343
International equities	3,529,407	-	-	3,529,407
Emerging markets	2,682,694	-	-	2,682,694
Total investments	36,773,180	-	-	36,773,180
Beneficial interest in trust	-	-	997,562	997,562
Total assets at fair value	\$ 36,773,180	\$ -	\$ 997,562	\$ 37,770,742

The table below rolls forward balances for Level 3 assets for the years ended June 30, 2020 and June 30, 2019:

Interest in Charitable Remainder Trust	
	June 30, 2020
	June 30, 2019
Balance as of July 1	\$ 997,562
Change in value of Charitable Remainder Trust	58,738
Balance as of June 30	\$ 1,056,300

# YMCA OF THE EAST BAY

## NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

### **Note 6. INVESTMENTS AND FAIR VALUE MEASUREMENTS (Continued):**

Investment returns and allocations of investment returns consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Investment returns:		
Interest and dividends	\$ 894,647	\$ 820,912
Realized and unrealized gains on investments	<u>10,467</u>	<u>1,222,361</u>
Total return on investments	905,114	2,043,273
Less allocation of investment earnings to operations	<u>(936,217)</u>	<u>(1,387,649)</u>
Net realized and unrealized gain (loss) on investments in excess of amounts designated for operations	<u>\$ (31,103)</u>	<u>\$ 655,624</u>

### **Note 7. FUNDS HELD FOR OTHERS:**

The Mountain District YMCA was incorporated under the laws of the State of California in 1957 to carry out YMCA work in the mountain counties of Northern California. In a prior year, the YMCA of the USA indicated that it was eliminating small YMCA organizations that did not meet certain size, professional staff, or other standards to be a YMCA organization. As a result, the Mountain District YMCA would likely have been eliminated. In order to remain in operation, an arrangement was entered into whereby the Mountain District YMCA would become a special purpose branch of the YMCA of the East Bay. Under the terms of the arrangement, the YMCA of the East Bay holds funds for the benefit of the Mountain District YMCA. As of June 30, 2020 and 2019, the total fair value of the funds held by the YMCA of the East Bay for the benefit of the Mountain District YMCA amounted to \$604,385 and \$648,189, respectively, recognized as an asset with corresponding liability on the statement of financial position.

### **Note 8. PROPERTY AND EQUIPMENT:**

Property and equipment consisted of the following:

	<u>June 30,</u>	
	<u>2020</u>	<u>2019</u>
Land and improvements	\$ 6,035,479	\$ 5,869,479
Buildings and building improvements	85,408,116	84,932,625
Furniture and fixtures	943,075	921,847
Equipment and computers	6,444,421	6,275,169
Vehicles	215,065	204,424
Construction in progress	<u>3,485,925</u>	<u>1,240,199</u>
Total investment in property and equipment	102,532,081	99,443,743
Less accumulated depreciation	<u>(50,427,640)</u>	<u>(47,498,931)</u>
Net investment in property and equipment	<u>\$ 52,104,441</u>	<u>\$ 51,944,812</u>



# YMCA OF THE EAST BAY

## NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

### **Note 8. PROPERTY AND EQUIPMENT (Continued):**

Construction in progress as of June 30, 2020 and 2019 consists of funds expended for upgrades associated with the ongoing renovation of multiple facilities of the YMCA. Once renovations are completed, construction in progress is reclassified to the appropriate asset category.

### **Note 9. BONDS PAYABLE:**

Series 2014 Bond Issuance: In November 2014, the California Enterprise Development Authority issued variable rate revenue bonds (the "Bonds") on behalf of the YMCA in the amount of \$10,000,000. The Bonds were purchased by Wells Fargo, the Trustee, and the proceeds used to pay off the outstanding balance of the Series 2008 Bond. Bond issuance costs amounted to \$194,317. The indebtedness is secured by the Downtown Berkeley facility located on Allston Way and all fixtures and equipment contained therein.

The Bonds bear interest at a variable rate based on the weekly SIFMA rate and is payable monthly. The Bonds mature in July 2038, at which time all outstanding principal and interest is due.

Bonds payable are as follows:

	June 30,	
	2020	2019
Series 2014 Bond Issuance	\$ 5,500,000	\$ 6,500,000
Less unamortized debt issuance costs	(214,451)	(157,469)
	<u>\$ 5,285,549</u>	<u>\$ 6,342,531</u>

The YMCA must comply with certain covenants and was in compliance with all such covenants at June 30, 2020 and 2019.

### **Note 10. LETTERS OF CREDIT:**

The YMCA has the following standby letters of credit:

	June 30,	
	2020	2019
PG&E	\$ 200,000	\$ 200,000
Travelers Insurance	\$ 320,000	\$ 470,000

PG&E - The Y has a standby letter of credit in the amount of \$200,000 at June 30, 2020 and 2019 with a Bank that was issued as part of an agreement with PG&E to display its name on the YMCA-PG&E Teen Center building. The Teen Center building was donated to the YMCA by PG&E. The letter of credit was extended through August 1, 2020 and renews automatically for an additional one-year unless otherwise cancelled. There were no outstanding borrowings under this agreement as of June 30, 2020 and 2019.

# YMCA OF THE EAST BAY

## NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

### **Note 10. LETTERS OF CREDIT (Continued):**

Travelers Insurance - The YMCA has an irrevocable standby letter of credit with Wells Fargo Bank in the maximum amount up to \$320,000 at June 30, 2020 and \$470,000 at June 30, 2019 to support the Organization's workers' compensation policy. It is secured by a restricted cash account at Wells Fargo Bank. The letter of credit agreement renews automatically each year unless otherwise cancelled. There was no outstanding balance at June 30, 2020 and 2019.

### **Note 11. BOARD DESIGNATED NET ASSETS:**

Board designated net assets consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Endowment	\$ 7,489,765	\$ 7,751,857

### **Note 12. NET ASSETS WITH DONOR RESTRICTIONS:**

Net assets with donor restrictions consisted of the following at June 30 2020:

	<u>Beginning Balance June 30, 2019</u>	<u>Transfers Between Funds</u>	<u>Contributions and Income</u>	<u>Released from Restrictions</u>	<u>Ending Balance June 30, 2020</u>
Program restricted:					
Youth Development	\$ 362,691	\$ (12,250)	\$ 829,208	\$ 495,763	\$ 683,886
Healthy Communities	8,587,365		193,146	521,755	8,258,756
Social Responsibility	217,703		4,816	17,004	205,515
Time restricted	<u>1,014,062</u>	<u>12,250</u>	<u>199,103</u>	<u>23,750</u>	<u>1,201,665</u>
Total net assets with donor restrictions	<u>\$ 10,181,821</u>	<u>\$ -</u>	<u>\$ 1,226,273</u>	<u>\$ 1,058,272</u>	<u>\$ 10,349,822</u>

Net assets with donor restrictions consisted of the following at June 30,2019:

	<u>Beginning Balance June 30, 2018</u>	<u>Contributions and Income</u>	<u>Released from Restrictions</u>	<u>Ending Balance June 30, 2019</u>
Program restricted				
Youth Development	\$ 537,670	\$ 139,946	\$ 314,925	\$ 362,691
Healthy Communities	8,448,076	521,755	382,466	8,587,365
Social Responsibility	256,874	13,009	52,180	217,703
Time restricted	<u>989,556</u>	<u>29,506</u>	<u>5,000</u>	<u>1,014,062</u>
Total net assets with donor restrictions	<u>\$ 10,232,176</u>	<u>\$ 704,216</u>	<u>\$ 754,571</u>	<u>\$ 10,181,821</u>



## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

#### **Note 13. ENDOWMENT:**

The YMCA's endowment consists of both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments for a variety of purposes. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The purpose of the endowment:

The Endowment Fund is intended to provide for the operation and special programs of the YMCA. In doing so, the Endowment Fund provides a secure, long-term source of funds to establish or maintain programs that are consistent with the aim of the YMCA.

Interpretation of relevant law:

The State of California has passed a version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). The Board of Trustees of the YMCA has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, YMCA classifies as endowment net assets (a) the original value of gifts donated to the donor-restricted endowment, (b) the original value of subsequent gifts to the donor-restricted endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not related to the corpus is classified as net assets with restrictions until those amounts are appropriated for expenditure by the YMCA in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the YMCA considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the organization and the donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the organization
7. The investment policies of the organization

Endowment net asset composition by type of funds as of June 30, 2020 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted	\$ -	\$ 8,580,166	\$ 8,580,166
Board-designated	7,489,765	-	7,489,765
	<u>\$ 7,489,765</u>	<u>\$ 8,580,166</u>	<u>\$ 16,069,931</u>

# YMCA OF THE EAST BAY

## NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

### **Note 13. ENDOWMENT (Continued):**

Endowment net asset composition by type of funds as of June 30, 2019 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted	\$ -	\$ 8,921,577	\$ 8,921,577
Board-designated	7,751,857	-	7,751,857
	<u>\$ 7,751,857</u>	<u>\$ 8,921,577</u>	<u>\$ 16,673,434</u>

Changes in endowment net assets for the fiscal year ended June 30, 2020 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 7,751,857	\$ 8,921,577	\$ 16,673,434
Investment change:			
Interest and dividends	185,305	212,295	397,600
Net realized and unrealized gain	(19,480)	(11,623)	(31,103)
Total investment change	165,825	200,672	366,497
Appropriation of endowment assets for expenditure	(427,917)	(542,083)	(970,000)
Endowment net assets, end of year	<u>\$ 7,489,765</u>	<u>\$ 8,580,166</u>	<u>\$ 16,069,931</u>

Changes in endowment net assets for the fiscal year ended June 30, 2019 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 7,614,467	\$ 8,883,176	\$ 16,497,643
Investment change:			
Interest and dividends	183,159	211,223	394,382
Net realized and unrealized gain	324,549	330,860	655,409
Total investment change	507,708	542,083	1,049,791
Appropriation of endowment assets for expenditure	(370,318)	(503,682)	(874,000)
Endowment net assets, end of year	<u>\$ 7,751,857</u>	<u>\$ 8,921,577</u>	<u>\$ 16,673,434</u>

## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

#### **Note 13. ENDOWMENT (Continued):**

##### Return objectives and risk parameters:

The YMCA has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the YMCA must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds.

##### Investment objective:

Strategies Employed for Achieving Objectives: Endowments Funds are invested in a diversified portfolio, consisting primarily of fixed income and equity mutual funds and other investments, which may reflect varying rates of return. The intended overall rate of return of the portfolio is a reasonable "real" rate, consistent with the risk levels established by the Investment Committee. The objective is that the minimum acceptable rate of return over a full market cycle of 3 to 5 years is one that equals or exceeds the assumed spending rate plus the rate of inflation.

##### Spending policy and how the investment objectives relate to spending policy:

The YMCA's Spending Policy is implemented with the intent not only to provide funds for the YMCA's immediate aims but also to preserve and grow assets to meet future spending needs. With this in mind, the YMCA may spend up to 6% of the 3-year historical average of its endowment assets each fiscal year on the mission and operations of the YMCA. The calculation of the maximum amount that may be appropriated is based on a trailing twelve quarter average of the market value of the endowment portfolio at each quarter-end beginning one year prior to the date of the appropriation. These funds may be spent on general operations, programs, or special projects as approved by the Board of Trustees.

##### Funds with deficiencies:

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or UPMIFA requires the YMCA to retain as a fund of perpetual duration. Deficiencies of this nature that are in excess of accumulated earnings are reported as net assets without donor restrictions. There were no such amounts as of June 30, 2020 and 2019.



## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

**Note 14. FINANCIAL ASSISTANCE PROVIDED:**

The YMCA provides financial assistance, through contributions and other fundraising, to help defray the costs of membership and program and other fees for individuals with need. Membership dues and program fees are recorded net of such assistance in the accompanying statements of activities. Such amounts were as follows:

	2020	2019
Membership dues	\$ 17,935,285	\$ 23,245,156
Less financial assistance provided	<u>(1,094,149)</u>	<u>(1,398,307)</u>
Membership dues, net	<u>\$ 16,841,136</u>	<u>\$ 21,846,849</u>
Program fees	\$ 12,761,410	\$ 18,344,270
Less financial assistance provided	<u>(226,093)</u>	<u>(321,552)</u>
Program fees, net	<u>\$ 12,535,317</u>	<u>\$ 18,022,718</u>

**Note 15. LEASE COMMITMENTS:**

The YMCA has entered into non-cancelable operating lease agreements extending through June 2024, which require minimum base lease payments.

Estimated remaining minimum future payments under facility operating leases are as follows for the years subsequent to June 30, 2020:

Year Ended June 30,	
2021	\$ 287,875
2022	243,365
2023	203,696
2024	<u>79,169</u>
	<u>\$ 814,105</u>

Rent expense was approximately \$761,948 and \$1,081,450 for the years ended June 30, 2020 and 2019, respectively, and includes certain month-to-month operating leases for office, childcare, facilities, and equipment.

The YMCA has also entered into non-cancelable operating sublease agreements extending through November 2023, which require minimum base lease payments.

## YMCA OF THE EAST BAY

### NOTES TO THE FINANCIAL STATEMENTS - JUNE 30, 2020 AND JUNE 30, 2019

**Note 15. LEASE COMMITMENTS (Continued):**

Estimated remaining minimum future rentals to be received on non-cancelable operating subleases are as follows for the years subsequent to June 30, 2020:

Year Ended June 30,	
2021	\$ 105,971
2022	67,700
2023	47,705
2024	20,025
	<u>\$ 241,401</u>

**Note 16. RENTAL INCOME:**

The YMCA leases space in California under a non-cancelable lease extending through June 2029. The lease includes various provisions regarding common area maintenance charges, rent increases, and similar items.

Estimated remaining minimum future rentals to be received on non-cancelable operating leases are as follows for the years subsequent to June 30, 2020:

Year Ended June 30,	
2021	\$ 327,418
2022	337,264
2023	347,356
2024	357,778
2025	368,511
Thereafter	1,587,966
	<u>\$ 3,326,293</u>

**Note 17. DEFINED CONTRIBUTION PLANS:**

The YMCA participates in a defined contribution, individual account, money purchase retirement plan that is administered by the YMCA Retirement Fund (a separate corporation). This plan is for the benefit of all eligible professional and support staff of the YMCA who qualify under applicable participation requirements

## YMCA OF THE EAST BAY

### NOTES TO FINANCIAL STATEMENTS – JUNE 30, 2020 AND 2019

**Note 17. DEFINED CONTRIBUTION PLANS (Continued):**

The YMCA Retirement Fund is operated as a church pension plan and is a not-for-profit, tax exempt, state of New York Corporation. Participation is available to all duly organized and recognized YMCAs in the United States. As a defined contribution plan, the YMCA Retirement Fund has no unfunded benefit obligations. In accordance with the agreement with the YMCA Retirement Fund, the YMCA and employee contributions are a percentage of the participating employee's salaries, paid for by the YMCA, and are remitted to the YMCA Retirement Fund monthly. The YMCA contributions charged to retirement expenses were \$1,857,130 and \$2,004,452 for the years ended June 30, 2020 and 2019, respectively.

**Note 18. RELATED PARTIES:**

The Organization is a member association of the National Council of Young Men's Christian Associations of the United States of America (the "National Council"). The Organization is an independent autonomous organization, recognizes as a member, but separate from the National Council. The Organization must meet annual certification requirements to remain a member. Dues paid to the National Council for the years ended June 30, 2020 and 2019 and were \$375,567 and \$468,588, respectively.

**Note 19. COMMITMENTS AND CONTINGENCIES:**

The YMCA receives approximately \$13 million in financial awards from the U.S. Department of Health and Human Services. The disbursement of funds received under such programs generally requires compliance with terms and conditions specified in federal regulations and are subject to audit by the U.S. Department of Health and Human Services and possible disallowance of certain expenditures. The YMCA has not had any significant disallowance of financial awards in the past and management expects such amounts, if any, to be immaterial.

In the normal course of business, various legal actions and claims are pending or may be instituted or asserted in the future against the YMCA. Management believes the YMCA does not have any significant claims or other litigation which the ultimate resolution would have a material financial impact.

**Note 20. SUBSEQUENT EVENTS:**

As a result of the spread of COVID-19 coronavirus, economic uncertainties have arisen which are likely to negatively impact operating results. While the disruption is expected to be temporary, there is considerable uncertainty around the duration. The related financial impact and duration cannot be reasonably determined at this time.

Management has evaluated events through October 26, 2020, the date which the financial statements were available for issue.

June 23, 2021

**Re: Letter of Reference for YMCA of the East Bay**

To Whom It May Concern,

I am writing on behalf of Piedmont Avenue Elementary School of the Oakland Unified School District (OUSD) in support of YMCA of the East Bay and their application to be an Expanded Learning Lead Agency in OUSD. At Piedmont Avenue, our mission is for our students to love learning and have academic and social success. We use a standards based, data driven approach to differentiate instruction with collaboration and aligned instructional practices embedded in equity for all. Our extended learning program, the YMCA of the East Bay, provides target academic support, enrichment programs and leadership opportunities for our students and families. We support after school efforts to engage youth in leadership, academic achievement, and social-emotional development. We are excited about the impact that the YMCA of the East Bay will have in Oakland schools and communities if given the continued opportunity.

We have been working with the YMCA of the East Bay for the past seven years. The work they do for our after school students and families has been extremely supportive. The additional academic support, the engaging enrichment activities, and the family nights, provides excellent support to our school community with relationships that encourage our students to excel and look forward to attending school daily. As a school community committed to provide a full range of support services to develop our youth, we are blessed to have the YMCA of the East Bay on our team. As a Title One school, on average, we service 75-120 low income students and families that need academic and social support. I am grateful that the YMCA of the East Bay staff at Piedmont Avenue



can support, encourage and uplift our families through programming and community events.

Please know that I speak for our entire staff in saying that we at Piedmont Avenue Elementary School fully support the YMCA of the East Bay's efforts to offer after school programming to Oakland students. Our Expanded Learning Programs Director, Ms. Shamonica Clark, Site Coordinator, Ms. Michelle Jaramillo-Hall and their team are the best for our school and our district. They have been well trained to support the school site team and provide excellent service to our students, families and the entire school community.

Sincerely,

M r s. Z arina A hmad

Mrs. Zarina Ahmad, Principal  
Piedmont Avenue Elementary School  
zarina.ahmad@ousd.org



June 23<sup>rd</sup>, 2021

Oakland Unified School District  
1000 Broadway, Suite 150  
Oakland, CA 94607

**Re: Letter of Reference for YMCA of the East Bay**

To Whom It May Concern,

I am writing on behalf of Coaching Corps in support of YMCA of the East Bay and their application to be an Expanded Learning Lead Agency in OUSD.

Founded in Oakland, Coaching Corps exists to ensure kids in under-resourced communities can benefit from the positive impact coaches and mentors can have on their lives through sports and physical activity. We support afterschool efforts to engage youth in leadership, academic achievement, and social-emotional development. We are excited about the impact that the YMCA of the East Bay will have in Oakland schools and communities.

We have been working with the YMCA of the East Bay for three years. My name is Robert Marcus, and I am the Director of Government and Community Engagement with Coaching Corps. For the past three years we have worked closely with the YMCA of the East Bay by providing our nationally recognized training and coach support model that enables afterschool program staff to coach and mentor kids through a lens of equity and empathy. Since 2012, Coaching Corps has trained more than 18,000 coaches, partnered with more than 600 afterschool programs, and bridged the sports opportunity gap for over 200,000 kids across California, and in Atlanta, Baltimore, Orlando, and Boston. Annually, we provide over 30,000 kids with a coach trained to serve as a teacher and role-model. By training YMCA of the East Bay Staff in sports-based youth development best practices and providing them with the skills to intentionally teach specific socio-emotional skills during afterschool recreation time, their organization allows us to meet our goal of providing critical enrichment opportunities that achieve equitable outcomes for kids both on and off the playing field.

Coaching Corps fully supports the YMCA of the East Bay's efforts to offer afterschool programming to Oakland students. We are proud to partner with the YMCA of the East Bay in their efforts to create a safe and enriching afterschool environment for our Oakland youth.

Sincerely,

*Robert L. Marcus*

Robert Marcus  
Director of Government and Community Engagement  
Coaching Corps



# YMCA of the East Bay **EMPLOYEE HANDBOOK**



EMPOWER YOUTH  
ADVANCE HEALTH  
STRENGTHEN COMMUNITIES

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**EMPOWER YOUTH  
ADVANCE HEALTH  
STRENGTHEN COMMUNITIES**

After the unprecedented challenges of 2020, we're particularly excited to welcome you. You are about to join a team that played a pivotal role in delivering services to the most economically vulnerable populations in Alameda and Contra Costa Counties.

Even during the height of the pandemic, we were able to uplift communities by providing childcare to essential workers, delivering meals to families, organizing blood drives to combat the supply shortage, and so much more.

Joining our team is all about connecting your day-to-day work to a cause that is bigger than all of us. Together we can continue our Y mission to empower youth, advance health, and strengthen communities.

This handbook is a guide to employee policies and resources. Please refer to it as needed, and if you have any questions or concerns, please feel free to reach out to your supervisor or Human Resources.

Thank you for your hard work and passion for our shared mission. I look forward to us making positive changes together.

**Fran Gallati**  
President and Chief Executive Officer



EMPOWER YOUTH  
ADVANCE HEALTH  
STRENGTHEN COMMUNITIES

## ABOUT THIS HANDBOOK

The YMCA of the East Bay is an independent, non-profit, 501(c)(3) corporation. Under the auspices of the YMCA of the USA, the YMCA of the East Bay works to accomplish the shared national cause where, working side-by-side with our neighbors, the Y makes sure that everyone, regardless of race, age, sex or gender, religion, (dis)ability, cultural identity, sexual orientation, income or background, has the opportunity to learn, grow and thrive.

This Employee Handbook uses the terms “Association” and “YMCA” and “The Y” interchangeably to refer to the YMCA of the East Bay.

The contents of this Employee Handbook are not a contract for continued employment, but rather represent a general outline of Human Resources policies, benefits and expectations that apply to the YMCA of the East Bay.

Nothing contained in this Employee Handbook, or in other handbooks, or employment applications, shall create an expressed or implied contract concerning length of employment. As explained elsewhere in this Employee Handbook, employment at the YMCA is at-will. No one except the President of the YMCA, or the President’s authorized representative, is authorized to make binding employment contracts, and only if such contracts are in writing and signed by the President of the YMCA or the President’s authorized representative.

**This Employee Handbook supersedes all previously issued Employee Handbooks and any inconsistent verbal or written policy statements made or issued before this Employee Handbook. Except for the policy of at-will employment, YMCA of the East Bay reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook**

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook or in any other document or policy is intended to prohibit protected conduct or communications relating to employee wages, hours or working conditions, or any other conduct protected by the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

# I. AN OVERVIEW

## A. OUR MISSION

### Our Cause Defines Us

More than a gym, more than a child care program. We are a cause focused on transformation for the whole community. We know that lasting personal and social change comes about when we all work together. That's why, at the Y, strengthening community is our cause. Every day, we work side-by-side with our neighbors to make sure that everyone, regardless of race, age, sex or gender, religion, (dis)ability, cultural identity, sexual orientation, income or background, has the opportunity to learn, grow and thrive.

### Our Strength is in Community

The Y is a nonprofit like no other. That's because in 10,000 neighborhoods across the nation, we have the presence and partnerships to not just promise, but deliver, positive change. But even more importantly, we are in your neighborhood.

- The Y is community centered. For over 170 years, we've been listening and responding to our communities and trying to meet their particular and unique needs.
- The Y brings people together. We connect people of all ages and backgrounds to bridge the gaps in community needs.
- The Y nurtures potential. We believe that everyone should have the opportunity to learn, grow and thrive. Everyone.
- The Y has local presence and global reach. We mobilize local communities to effect lasting, meaningful change.

The Y is for everyone. Our programs, services and initiatives: enable kids to realize their potential, prepare teens for college, offer ways for families to have fun together, empower people to be healthier in spirit, mind and body, prepare people for employment, welcome and embrace newcomers and help foster a nationwide service ethic. And that's just the beginning. We use our three areas of focus—Youth Development, Healthy Living and Social Responsibility—to assist us in staying on track with our cause, our purposes and our mission: to put Christian principles into practice through programs that build healthy spirit, mind and body for all.

## B. OUR HISTORY

The Y was founded in London in 1844 as the Young Men's Christian Association, to help people develop character in their daily lives. It didn't take long for the movement to find its way to the United States. The Y took root here in 1851. And in those early years, the American Y made the movement its own by adding to the programs already established—religious lectures, prayer meetings and Bible studies.

The YMCA of the United States demonstrated that they wanted to reach out to the entire population—focusing on education and personal development for every community. For instance, the Y started the first known English as Second Language (ESL) program in the United States in the second year of their movement. In that same year, the Y founded its first branch to serve the African American community. At the turn of the century, the Y began to open and operate more than 20 colleges focused on providing higher education to working class Americans. They also were on the forefront of providing public, free education to children from every social and economic group. And after World War I, the Y awarded 80,000 scholarships to veterans so they could get a university education. It was this act that paved the way and became the model for the G.I. Bill. The Y movement has been awarded the Nobel Peace Prize... twice! And all of this is just a glimpse of our national Y story!

The YMCA of the East Bay was established in Oakland in 1879. Now our association covers Alameda County and Contra Costa County with close to one hundred program locations. And we are doing the same important work that you can find at every Y: nurturing the potential of youth, improving the nation's health & well-being and giving back & providing support to our neighbors. Of course, while we have much in common with our fellow Ys across the country, our Y is unique because every Y uniquely reflects the community it serves.

## C. OUR VALUES & OUR VOICE

At the YMCA of the East Bay, we strive to put our core values into practice in everything we do. We believe that these fundamental values are the shared principles and beliefs that allow us to grow strong as a community: **Honesty, Respect, Responsibility, Caring, Diversity & Inclusion, Excellence, and Resilience.**

Not only do we ask that our staff embody these values in every interaction that they have, but we also believe that

everyone at the Y—employees and volunteers—speak and act with one voice. We are:

- **Determined**—We devote our full strength and concentrated attention to strengthening community
- **Nurturing**—We care for, support and help develop through encouragement
- **Genuine**—We are honest and open in relationships with others
- **Hopeful**—We believe we can make a positive impact
- **Welcoming**—We accept people eagerly, warmly, hospitably and as equal participants

## D. OUR Y

Our Y is comprised of health and fitness centers, early childhood centers, after school programs and summer residence camps serving all of Alameda and Contra Costa counties.

## II. Y BUSINESS PRACTICES

### A. NEW STAFF ORIENTATION

In order for new employees to build a strong connection with the YMCA of the East Bay, a comprehensive branch specific orientation is provided to each staff member on their first day of employment. Each staff member will also complete an association orientation within 90-days of employment. Your supervisor will assist you in accessing the orientation.

### B. EMPLOYMENT PHILOSOPHY

The Y seeks to hire individuals who meet the highest standards of character; subscribe to the mission, purpose and goals of the Y; and embody our core values. Staff members should possess the special aptitudes, skills and capacities required by their field of work, and they should exhibit the desire and capacity to learn, advance and improve.

All employment practices shall be consistent with applicable laws and other such acts and regulations that control the employment relationship.

### C. BACKGROUND SCREENING FOR EMPLOYEES AND VOLUNTEERS

The Association recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, the Association reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Association also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Association is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Former or returning staff members are required to have a criminal background check conducted upon rehire.

### D. AT-WILL EMPLOYMENT RELATIONSHIP

Employment with the YMCA of the East Bay is at-will and either the Y or the staff member may terminate the relationship at any time, with or without cause and with or without notice.

The at-will employment relationship can only be altered in writing signed by the President/CEO of the YMCA of the East Bay.

### E. INTRODUCTORY EMPLOYMENT PERIOD

The initial employment period for all new staff, both part-time and full-time, is ninety (90) calendar days. This period provides both staff and the Y an opportunity to evaluate interest in a continuing relationship through performance under actual working conditions. Employees may be eligible for certain benefits before the completion of the introductory period if required by applicable law.

If the initial employment period job performance does not meet the requirements for continued employment, the employment relationship will end at that time unless employment in another position is mutually desirable. Employment, both before and after completion of the Introductory Employment Period, is at-will, as previously described.

### F. EQUAL EMPLOYMENT OPPORTUNITY

#### Commitment to Diversity & Inclusion

We recognize and celebrate that individuals, families and communities are diverse. The Y values and respects this diversity and chooses to be inclusive through its acceptance of all individuals regardless of race, age, sex or gender, religion, (dis)ability, cultural identity, sexual orientation, income or background or any other legally protected characteristic. This value is embodied in our Diversity, Inclusion and & Global Equity purpose statement:

We believe that diversity is our strength. Staff members, participants and volunteers of all ages, genders, races, faiths, economic backgrounds and orientations are safe, welcomed, informed and valued so that we advance the mission of the Y.

The Y is committed to:

- Welcoming all individuals in its programs and facilities.
- Developing programs that respond to the needs of its membership, participants and community.

- Utilizing hiring and employment practices free of bias.
- Hiring and maintaining a diverse staff and corps of volunteers.
- Maintaining a safe environment that is free of acts of discrimination or harassment against any individual.

## **G. DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY**

### **Equal Employment Opportunity Characteristics**

The Y is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (sometimes referred to, collectively, as “protected characteristics”).

For purposes of this policy, discrimination on the basis of “national origin” also includes discrimination against an individual because that person holds or presents the California driver’s license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual’s or individual’s ancestors’ actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee’s or applicant for employment’s immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The Y allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Y will use an employee’s gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Y will identify the employee in accordance with the employee’s current gender identity and preferred name.

The Y will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Y also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including supervisors and co-workers), agent, client, customer, or vendor.

### **Prohibited Harassment**

The Y is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Association maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of “national origin” also includes harassment against an individual because that person holds or presents the California driver’s license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual’s or individual’s ancestors’ actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association



with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Association ("third parties") and prohibits proscribed harassing conduct by any employee or third party of the Association, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Association's premises or is directed toward an employee or a third party interacting with the Association, the procedures in this policy should be followed.

#### *Sexual Harassment Defined*

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually

degrading words to describe an individual; suggestive or obscene letters, notes or invitations.

- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

#### *Other Types of Harassment*

Harassment on the basis of any legally protected classification is prohibited, including, but not limited to harassment based on: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

#### *Abusive Conduct Prevention*

It is expected that the Association and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they and refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

#### **Responsibility of Supervisors and Managers**

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;

- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to the designated Human Resources Representative so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

### **Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by the Association for using the Association's complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

### **Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure**

Any employee who believes that they been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with the Association in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any other member of management, or Human Resources. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Chief Human Resources Officer who will attempt to resolve issues internally. When a report is received, the Association will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Association expects all employees to fully cooperate with any investigation conducted by the Association into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any

other Association policies. The Association will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Association will communicate its conclusion as soon as practical. If the Association determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

### *Good Faith*

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

### *Support for Individuals Impacted by Harassment or Retaliation*

The Association will strive to assist anyone who has been subjected to unwelcome harassment or retaliation to feel more comfortable in the work environment. Such assistance may, but does not necessarily include, transfer or reassignment. Any such assistance is at the Association's sole discretion.

### *Policy Implementation*

The YMCA will post in the work place a poster made available by the Department of Fair Employment and Housing.

The YMCA will distribute to all employees at the time of hire a brochure regarding Sexual Harassment. The YMCA's policy will be distributed to all employees, and training on the subject will be provided for managers and employees.

## **H. ACCOMMODATION FOR DISABILITIES**

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Association will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or

others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Association receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Association will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Association and/or a direct threat to the health and/or safety of the individual or others, the Association will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

The Association will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation.

## **I. RELIGIOUS ACCOMMODATION**

The Association will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job

requirements, without causing undue hardship to the Association.

The Association has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Association establishes a system of open communication between employees and the Association to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and their request for accommodation to the attention of their supervisor or Human Resources to initiate the accommodation process. The Association requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

## **J. SMOKE-FREE ENVIRONMENT**

In the interests of member, staff, and volunteer health, all YMCA of the East Bay facilities and properties are non-smoking areas. Per California law, smoking (including all use of tobacco products as well as e-cigarettes or vaporizers) is prohibited within 20 feet of main entrances, exits, windows, ventilation systems or outdoor work spaces. Smoking or use of tobacco in the presence of children or parents during working hours is prohibited.

## **K. DRUG-FREE WORKPLACE**

Substance abuse is contrary to the mission and values of the Y. Moreover, continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Y has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

In keeping with our efforts to promote the health and safety of everyone involved with the Y, we strictly prohibit the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all

drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

#### *Alcohol Use/Distribution/Possession/Impairment*

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto YMCA premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Please note that on occasion, the YMCA of the East Bay may sponsor or participate in a special event during which alcoholic beverages may be served. Alcohol may be served at these events only with the approval of a corporate officer. On these occasions, only the moderate and limited use of alcoholic beverages is acceptable. All individuals attending these events are expected to remain responsible, professional, and sober at all times and to comply with applicable laws and Association policies.

#### **Prescription and Over-the-Counter Drugs**

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Association reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Association will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Association will endeavor to accommodate individuals with

disabilities but will not accommodate the use of medical marijuana at work or excuse other policy violations related to medical marijuana.

#### **Drug Testing**

The Y may require drug and/or alcohol testing in compliance with applicable law.

#### **Violations**

Employees who violate this policy will be removed from the workplace immediately and will be subject to disciplinary action up to and including termination.

The Y may also bring the matter to the attention of appropriate law enforcement authorities. Any conviction of criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off duty, or any violation of the Y's drug abuse policy may lead to disciplinary action, up to and including termination.

#### *Counseling and Rehabilitation*

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Association will be provided an opportunity to pursue counseling and rehabilitation. The Association will make available to these employees information about counseling and rehabilitation services, such as the Y's Life Assistance Program. Any contact between an employee and the Life Assistance Program is confidential. An employee who is receiving counseling and/or treatment for substance abuse may use available PTO, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

## **L. CHILD ABUSE PREVENTION**

We are committed to providing quality child care, camping and youth programs that are operated in a safe and caring environment. The prevention of child abuse is a special concern of the Y because of our role as an advocate for children and their rights, and our responsibility for



enhancing the growth and development of children in our programs. To ensure that all necessary steps and precautions are taken to keep Y programs free of child abuse, the following mandatory reporting procedures, child abuse prevention code of conduct and policies are to be followed at all times.

### **Mandated Reporting**

Every YMCA of the East Bay staff member and volunteer are mandated child abuse reporters. A mandated reporter is someone who is required by law to report known or suspected instances of child abuse or neglect in their professional capacity or within the scope of employment.

If any Y staff knows or reasonably suspects a child has been the victim of child abuse, they must report the known or suspected instance of child abuse to a child protective agency ("Child Protective Services" or "CPS") by telephone immediately or as soon as practically possible.

The mandated reporter must also prepare and send a written report to CPS within 36 hours. Forms for submitting the written report may be obtained from CPS.

If a child is in immediate physical danger, the reporter should immediately telephone the local police department, followed by a telephone call and written report to CPS.

For more information about what you should do if you observe, or suspect abuse of a child, please review the YMCA of the East Bay's Child Abuse Prevention Code of Conduct & Policies, distributed to every employee and volunteer.

### **Child Abuse Prevention Code of Conduct**

Staff shall not abuse children, including but not limited to:

- Physical abuse—strike, spank, shake, slap
- Verbal abuse—humiliate, degrade, threaten
- Sexual abuse—inappropriate touch or verbal exchange
- Mental abuse—shaming, withholding care, cruelty
- Neglect—withholding food, water, basic care, etc.

Any type of abuse will not be tolerated and will result in immediate dismissal.

1. In order to protect Y staff, volunteers and program participants, at no time during a Y program may a staff person be alone with a single child where they cannot be observed by others (open blinds, unlocked doors, lights on, in view of windows). As staff supervise children, they must space themselves in a way that others can see them. Staying in groups of at least three (3) is always preferred.

2. Staff shall never leave a child unsupervised.
3. All children must receive developmentally appropriate supervision. Staff in charge of children must follow program requirements for supervision, including any applicable standards for licensed childcare or the American Camping Association (ACA).
4. Restroom supervision: Staff must make sure suspicious or unknown individuals do not occupy the restroom before allowing children to use the facilities. Staff must stand in the doorway while children are using the restroom. This policy allows privacy for the children and protection for the staff (not being alone with a child). If staff is assisting younger children, doors to facility must remain open. No child regardless of age should ever enter a bathroom alone on a field trip. Always send children in pairs with staff or in units of three (3), with units of three being the preferred grouping.
5. Staff should conduct or supervise private activities in pairs—diapering, bathroom breaks, etc. When this is not feasible, staff should be positioned so that they are visible to others (doorways).
6. Staff must use positive techniques of guidance, including redirection, positive reinforcement and encouragement rather than competition, comparison and criticism. Staff will have age appropriate expectations and set up guidelines and environments that minimize the need for disciplinary action. Physical restraint is used only in predetermined situations (necessary to protect the child or others from harm), is only administered in a prescribed manner and must be documented in writing.
7. Staff must be aware of each child, each day, as they enter the program and throughout the day, noting any fever, bumps, bruises, burns, etc. Questions or comments should be addressed to the parent or child in a non-threatening way. Any questionable marks or responses must be reported to the supervisor for appropriate documentation or action.
8. Staff must respond to children with respect and consideration and treat all children equally regardless of sex or gender, race, religion, (dis)ability, cultural identity, income or background.
9. Staff will respect each child's right to not be touched in any way that makes them feel uncomfortable, and their right to say no. Other than diapering, medical emergencies or in parent-approved special needs

situations, children are not to be touched on areas of their bodies that would be covered by a bathing suit.

10. Staff shall refrain from intimate displays of affection towards others in the presence of children, parents and staff while on duty, or on Y premises.
11. Smoking or use of tobacco, e-cigarettes, and vaping devices in the presence of children or parents or in Y buildings is prohibited.
12. Profanity, obscene or harassing jokes, sharing intimate details of one's personal life or any kind of discrimination or harassment in the presence of children or parents (or at any time) is prohibited.
13. Staff should portray a positive role model for youth by maintaining an attitude of caring, honesty, ethics, responsibility, integrity and patience at all times.
14. Staff members may not interact with children enrolled in Y programs outside of approved Y activities, including baby-sitting or weekend trips, without written approval of the branch executive for each occurrence (unless related to child by blood or marriage). Under no circumstances should staff initiate outside contact (unless related to child by blood or marriage).
15. Staff Members or Employee Volunteers are not to transport children in their own vehicles without advance written branch executive approval for each occurrence.
16. Under no circumstances should staff release children to anyone other than an authorized parent, guardian or other adult authorized by the parent or guardian in writing and upon verification of government issued ID (driver's license, passport, etc.).

The Y requires that staff, in the performance of their jobs, will read, comprehend and adhere to the above stated standards of conduct as well as all Y policies related to identifying, documenting and reporting child abuse. Staff must also complete child abuse prevention training as a condition of employment and may be required to complete refresher programs on an annual basis.

Failure to follow this code of conduct or violation of any part of the child abuse prevention policies will result in disciplinary action up to and including termination.

## **M. EMPLOYMENT/PROMOTION FROM WITHIN**

Whenever possible and appropriate, the Y will promote from within. The Y encourages employees to prepare themselves for promotional opportunities. Those who

display the interest and proven performance may be considered for additional assignments. However, external candidates may be selected at the Y's discretion.

### **Protocols for Internal Job Postings**

- All YMCA of the East Bay job openings are to be posted on the Association website.
- Employees may apply for those positions directly with the hiring manager by formally submitting a completed job application and resume.
- No job offer will be extended to an employee working at another branch without the hiring Executive Director communicating with the candidate's Executive Director.
- The timing of internal transfers is subject to business operation priorities.
- The Human Resources Department is the final authority on any issue related to the timing of an employee transfer start date.

## **N. EMPLOYMENT OF RELATIVES**

The Y will allow relatives of employees to be employed; however, to avoid conflicts of interest, relatives of employees may not be employed within the Association in a reporting relationship. Relatives are defined as spouses, domestic partners, children, siblings, parents, in-laws, step-relatives, and cohabitating staff not covered under the domestic partner designation but who are involved in a personal relationship (i.e. dating). There may also be a need to re-assign non-cohabitating staff if a personal relationship (i.e. dating) is deemed to be a conflict of interest. Employees may not be in a dating relationship with their direct supervisor.

The employment of close relatives or domestic partners within the association in a reporting relationship may create real or perceived conflicts of interest and problems with decision-making. Perceptions of favoritism or partiality may undermine morale. Therefore, the Association will not hire relatives where actual or potential problems may arise regarding supervision, security, safety, morale, or where actual or potential conflicts of interest exist.

Employees are required to inform Human Resources of any known family members being hired by the association or when they feel that their own personal relationship with another employee may cause a conflict of interest in relation to this policy. Employees are also required to notify Human Resources if they enter a dating relationship with their supervisor/or subordinate.

Relatives will not be employed if one relative would supervise or evaluate the other or if one relative would supervise or evaluate the immediate supervisor of the

other. Relatives will not be employed in a regular position by an operating site, branch, or department where a relative is the executive director or a member of the board of managers/directors of that unit (the unit may be department, branch, or association).

If two employees marry, become domestic partners or become related, creating a position that reflects one of the above conditions, the employees must notify Human Resources immediately. The Chief Human Resources Officer will try to find an alternative employment arrangement within the Association. There may also be a need to re-assign staff if a personal relationship (i.e. dating) is deemed to be a conflict of interest to a particular supervisor/employee relationship.

Exceptions to this policy may be approved only by the President/CEO and are subject to annual review.

## O. EMPLOYMENT RECORDS

### Application Forms

All applicants and staff members will complete appropriate application forms, data tracking forms and other necessary records as required by law and for Y payroll purposes.

### Personnel File

To ensure confidentiality and eliminate potential misplacement of files, access to personnel files is limited to Human Resources and Payroll staff only for business purposes. All medical or potentially discriminatory information is separated into a medical/confidential file, which the Human Resources department has access to only on a need to know basis. All applicants complete a pre-employment application form. They will be asked to complete a "Voluntary Self-Identification" form regarding ethnic identification, with the option to decline to respond. This information will only be used by the U.S. Equal Employment Opportunity Commission for record keeping purposes, and will not be used as the basis for any employment decision.

#### Changes in personal information

It is the employee's responsibility to inform their branch's administrative office of any personal changes in:

- Address (this must be changed in both the payroll & membership systems).
- Phone Number
- Marital Status but only if needed for tax or benefit purposes (name change, beneficiaries, tax deductions, etc.)
- W-4 deductions

This information will be sent to the Human Resources department.

### Personnel File Review

Employees may request to inspect their personnel file. The Y will comply with written requests from current or former employees to inspect or copy records in their personnel file within a reasonable time, no later than 30 calendar days from the date of the request. Current and former employees also may inspect their payroll records upon written or oral request, and may request a copy of these records. The Y will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Specifically, the Human Resources department and Payroll department will provide copies of the employee's records or permit the employee to inspect those records in the presence of an Association representative. The employee may add their version of any disputed item to the file. Employees must make an appointment with a Human Resources staff member in order to inspect their personnel file.

A supervisor may request to review the file of any employee within the supervisor's department or any employee who is a candidate for a position in the supervisor's department.

Employees or former employees may authorize the release of salary and other employment related information by granting permission in writing. Aside from name and title, only Human Resources staff members are authorized to release information about current or former employees on behalf of the Y. Disclosure of personnel information to outside sources will be limited. However, the Y will cooperate with, and provide access to an employee's personnel file to, authorized law enforcement or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

### Official Requests for Employment Verification/Inquiries About Employees

The YMCA of the East Bay may receive inquiries from other companies, entities or individuals about current and former employees. All official requests for information on employees or former employees on behalf of the Y must be referred to The Work Number by calling (800) 367-5690 and providing the employer code of 100855. Their website is [www.theworknumber.com](http://www.theworknumber.com). No manager or supervisor is authorized to release references on the Association's behalf for current or former employees.



## P. CONFLICT OF INTEREST POLICY

All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. While an exhaustive list of conflict situations cannot be given, in general, there is conflict wherever a staff member achieves personal gain or incurs obligation to others at the expense of the Y. Such personal gain need not be direct and might include gain by family members or relatives.

The following list includes areas where a conflict of interest is likely to arise, but it is not meant to limit the areas where staff members should exercise discretion:

- Personal benefit from any corporate transaction: sale, purchase, rent, lease of property, staff member services or supplying products.
- Receiving gifts, special payments or favors greater than a nominal value (generally \$50.00 or less) from an individual or organization that is providing goods or services to the Y or receiving goods or services from the Y. At no time should a staff member solicit, request or otherwise indicate gifts, payments, favors, etc., are expected.
- Use of Y personnel in an individual venture or in conjunction with any business outside that of the Y.
- Misuse of confidential Y information not available to the public for personal or others' gain, to include membership, contributor or staff member mailing lists or any use of such information to the Y's disadvantage or the staff member's or others' improper advantage.
- Use of YMCA of the East Bay tax exemption for purchase of personal material or equipment.
- Use of Y resources to develop competitive programs for personal use or use by others.
- Working for one of the Y members as a sitter or childcare employee or in any other capacity without specific written permission from management.

## Q. USE OF PERSONAL PROPERTY IN Y PROGRAMS

There may be an occasion where an employee wishes to voluntarily donate personal property for use in a YMCA program. In these circumstances, employees should obtain authorization from a supervisor. The Y does not provide reimbursement or provide donation receipts for tax deduction purposes. Staff also should not bring in their items from home (i.e. furniture) for use at the Y.

## R. MEDIA RELATIONS

To ensure that the Y communicates with the media in a consistent, timely and professional manner about matters related to the Y, you should notify your manager and the President/CEO that you have been contacted by the media.

The President/CEO, our board of directors and spokespeople designated by the President/CEO are the only authorized spokespersons for the Y and will make all media statements on behalf of the Y, as well as association updates, announcements, or other information releases. No statement on behalf of the YMCA of the East Bay, its policies, employees, members, donors or volunteers is to be released verbally or in writing (including social media) without specific authorization from the President/CEO.

## S. CONFIDENTIAL ASSOCIATION INFORMATION

Employees and volunteers of the YMCA of the East Bay may be exposed to confidential information about our members, donors and volunteers.

Confidential information includes, but is not limited to, the following examples:

- Member, Donor, and Volunteer Lists
- Member, Donor, and Volunteer Personal Information
- Financial Information regarding the Association
- Vendor Lists, Information (i.e.: price sheets and bids)
- Personal medical information

In no event should employees disclose or reveal confidential information within or outside the Y without proper authorization or purpose.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Association's business that the Association has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Association's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who

by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistle-blower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Any employee or volunteer who discloses confidential business or the information of members, donors and/or volunteers will be subject to disciplinary action, up to and including termination of employment or volunteer relationship, even if they do not actually benefit from the disclosed information.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence** to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and, (2) an individual who

pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

## T. WHISTLE BLOWER POLICY

The YMCA of the East Bay's whistle blower policy complies with the California Labor Code. This policy prohibits retaliation or discrimination against an employee who discloses information to a government or law enforcement agency where an employee has a reasonable belief that the information discloses a violation or noncompliance with a state, federal or local statute, regulation or rule. Please see your supervisor, Chief Human Resources Officer or President/CEO if you would like more details.

# III. WORKING AT THE Y

## A. CODE OF CONDUCT

The Y is committed to providing a safe and welcoming environment for all staff members, volunteers and program participants. To promote safety and comfort for all, staff members and volunteers are expected to comply with Association rules and applicable law at all times while working or volunteering in Y facilities and programs. All staff members and volunteers are expected to adhere to the Y's four core values.

Failure to comply with the expectations as defined within this Code of Conduct will lead to disciplinary action, up to and including termination. It would be impossible for the Y to outline every "do" and "don't," but rather, the policies represented here are intended to cover general requirements that are essential for the Y's operations.

Our employment relationship is at will and may be terminated by the employee or the YMCA of the East Bay with or without cause and/or notice. Specific examples of prohibited conduct that may result in immediate termination of employment include:

- Work performance that does not meet the standards of the Y.
- Using, giving or creating false or misleading information in connection with Y records of any kind, including but not limited to time cards and job applications.
- Punching a time card or altering time sheets for another employee (unless a supervisor with approval from Human Resources Department).
- Damaging, stealing, defacing or vandalizing Y property including data, or personal property of others at the Y.
- Bribery, violation of the conflict of interest policy, or accepting excessive gratuities in connection with Y business.
- Violating safety or health rules or work restrictions.
- Threats of harm, physical aggression or violent acts.
- Discrimination or harassment.
- Refusal or failure to perform work assigned by a supervisor or other acts of insubordination.
- Failure to comply with management's directions regarding work duties Violation of the Drug-Free Workplace & Smoke-Free Environment policies.
- Engaging in unsafe behavior, or unauthorized sleeping on the job during working time.

- Pervasive absenteeism or tardiness in reporting to work, leaving work early, or extending breaks beyond the time allowed, unless the reason is legally protected.
- Use of abusive, threatening, intimidating, harassing or obscene language or gestures.
- Carrying a weapon of any kind on Y property.
- Clothing, signs, symbols, jewelry, tattoos or anything visible that conveys a message of discrimination, harassment, obscenity, threats or violence. Failure to comply with Y rules regarding providing assistance to Y members, guests, or participants.

Employees and volunteers are expected to comply with Y rules and applicable law. Violation of these rules and applicable law will result in disciplinary action, up to and including termination. Nothing in this policy is intended or should be construed to violate the at-will policy.

## B. EMPLOYEE DISCIPLINE

The Association has the right to discipline any employee for unsatisfactory job performance, violation of Y rules or failure to comply with management's directions regarding job duties. Disciplinary action is not meant to promise or create an inference that the Association needs good cause to terminate its at-will employment relationships. Because employees are employed at will, either they or the Association may end the employment relationship at any time, with or without cause and with or without prior warning.

The Y does not employ a progressive discipline policy. Employee discipline may take any or all of the following forms, or others if appropriate, and may occur in any order that the Y determines appropriate in its sole discretion: corrective actions, demotion or job transfer, suspension, and/or termination. Normally, employees are suspended from employment to fully investigate any allegations of child abuse, harassment or other incidents that need investigation. Suspension is not necessarily a disciplinary action and can either be paid or unpaid at the Y's sole discretion.

## C. CLASSIFICATION OF EMPLOYEES

The YMCA of the East Bay recognizes the following classifications of employees for payroll and benefit purposes. More than one of the following classifications may apply to you. The YMCA recognizes that employees are subject to schedule fluctuation, yet for benefit eligibility purposes, official documentation must be

initiated by department heads to change employee classification. A change in an employee's classification for purposes of benefits eligibility must be approved by the Association's Human Resources department.

#### *Employee Classification*

- **Regular.** An employee in a scheduled on-going position.
- **Temporary/Seasonal.** An employee hired to work for a finite period of time, or an employee hired to work on a seasonal basis, such as in day camp or residence camp.
- **On-call/Substitute.** An employee hired on an unscheduled basis, to work when needed.
- **Retiree.** An employee who is eligible to collect a YMCA retirement annuity payment at the time they separate from all YMCA employment.

#### *Work Schedule*

- **Full-time.** An employee generally scheduled to work 30 or more hours per week on a regular, on-going basis. This includes some on-going positions of more than 12 months' duration if hired for continued on-going employment, such as child care positions or outdoor education positions.
- **Part-time.** An employee generally scheduled to work under the same conditions as described under full time employment for 0–29 hours per week.
- **All Categories:** Anyone under eighteen (18) years of age, unless a high school graduate, must have a work permit and abide by the California Labor Codes work regulations.

#### *Fair Labor Standards Act Classification*

- **Exempt.** Employees who are paid on a salary basis and do not receive pay for overtime in accordance with California law and the Federal Fair Labor Standards Act (FLSA). Exempt employees include personnel in executive (supervisory), administrative, and professional positions, and some positions in seasonal camps during periods of camp operations.
- **Non-exempt.** Employees who are paid on an hourly basis and receive payment for overtime in accordance with the FLSA and state law. Non-exempt employees include, but are not limited to: clerical staff, receptionists, maintenance workers, custodians, child care staff, and program instructors.

The Chief Human Resources Officer must approve all exempt and non-exempt classifications prior to notifying the employee.

#### *Government and/or Special Funded Projects*

The Association operates a variety of programs that are contracted for a specified period of time, staffing pattern, and budget. In all such projects/programs, the employees will be considered Association employees, will be listed on the payroll and will receive all benefits as provided by the grant.

In determining salaries and wages, consideration will be given to both the uncertainty of tenure and the grade of comparable staff positions.

## **D. ATTENDANCE**

Staff members are expected to report to work whenever scheduled and be at their work station at their scheduled starting time and again after their rest and meal breaks at the prescribed time. Failure to observe scheduled working hours reduces productivity and places an unfair burden on fellow staff members.

Whenever a staff member is unable to report to work because of illness, the staff member must call their supervisor as far in advance as possible, but not less than 4 hours prior to the beginning of the scheduled shift. In the event of an emergency, the staff member should call as soon as possible.

Messages left with co-workers or other staff members are not acceptable. Failure to provide proper notification of an absence or lateness, unexcused absences, late arrivals or early departures from work may result in disciplinary action, up to and including termination, unless the reason is legally protected. Some positions or situations may also require that staff members who are planning to be absent find qualified staff substitutes to cover their job responsibilities, consistent with applicable law.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including PTO;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Association as an accommodation under the Americans with Disabilities Act or similar state laws; and/or

- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Association will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their manager of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their manager or Human Resources. The Association will investigate the situation and any errors will be corrected.

## E. MEAL BREAKS & REST BREAKS

It is a part of our work place philosophy that rest is an important aspect of our health and wellness. We at the Y comply with all federal and state regulations regarding rest and meal breaks.

The Y complies with federal and state legal requirements concerning meal and rest breaks. The Y recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Y expects employees to take meal and rest breaks.

### Meal Breaks

The Y provides at least a 30-minute meal break to employees who work more than five hours and a second 30-minute meal break to employees who work more than 10 hours in a workday, unless they have elected to waive a meal period in accordance with the Y's policy and state law. The Y provides meal breaks according to the following schedule:

Number of Actual Hours Worked Per Shift	# of Meal Breaks	Comments
0 to < 5.0	0	An employee who does not work more than five hours in a workday is not provided with a meal break.
> 5.0 to < 10.0	1	An employee who works more than five hours in a workday, but who does not work more than 10 hours in a workday, is provided with a 30 minute meal break that is available before working more than five hours, subject to any meal period waiver in effect.
> 10.0	2	An employee who works more than 10 hours in a workday is provided with a second 30-minute meal break that is available before working more than ten hours, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

Employees will be relieved of all of their duties during meal breaks and are allowed to leave the Y premises.

The Y does not pay non-exempt employees for meal breaks, so non-exempt employees must record the start and stop times of their meal breaks.



### Rest Breaks

Non-exempt employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof (i.e., more than two hours). The Y authorizes and permits rest breaks according to the following schedule:

Number of Actual Hours Worked Per Shift	# of 10-Minute Rest Breaks	Comments
0 to < 5.0	0	A non-exempt employee who works fewer than 3.5 hours in a workday is not entitled to take a rest break.
> 5.0 to < 10.0	1	A non-exempt employee who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest break.
> 10.0	2	A non-exempt employee who works more than 6 hours in a workday, but who does not work more than 10 hours in a workday, is entitled to two 10-minute rest breaks.
		A non-exempt employee who works more than 10 hours in a workday, but who does not work more than 14 hours in a workday is authorized and permitted to take three 10-minute rest breaks. <sup>1</sup>

Employees are relieved of all of their duties during rest breaks and are allowed to leave the premises.

Whenever practicable, non-exempt employees should take their rest breaks near the middle of each four-hour work period. Non-exempt employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early or extending a meal break.

Because rest breaks are paid, non-exempt employees should not clock out for them.

### Responsibilities

Supervisors are responsible for administering their department's meal and rest breaks. Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest break pursuant to the terms of this Policy is immediately entitled to a meal or rest break premium. Supervisors will be responsible for

authorizing meal or rest break premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal break that was not provided or any rest break not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Any employee who feels that they are owed a premium as a result of this Policy, but has not received the premium should report the missing premium immediately to their supervisor.

## F. WORK SCHEDULES

Immediate supervisors are responsible for the preparation, supervision and approval of work schedules of the staff members they supervise. All such schedules are governed by applicable laws and the needs of the Y. Unless otherwise specified in writing, the work week begins at 12:01 am Monday and ends at Midnight Sunday.

## G. NO CALL / NO SHOW

Failure to report to work for three (3) consecutive work days, and failure to notify the supervisor in advance of the reason for failure to report to work, will be considered a voluntary resignation, unless the reason is legally protected.

## H. OVERTIME AND DOUBLE-TIME

Hourly non-exempt staff members will receive appropriate compensation for all hours worked in accordance with applicable law. Any overtime hours must be approved in advance by the staff member's supervisor. If an employee works at multiple locations, they are responsible for reporting to their supervisor when they have reached 8 hours of work in a workday or 40 hours of work in one workweek and obtaining approval before continuing to work additional hours.

**Overtime:** Overtime is paid at the rate of one and one-half times the employee's regular rate of pay. Overtime will be paid in the following situations:

- For all hours worked in excess of 8 hours up to 12 hours in any workday.
- For all hours worked in excess of 40 hours in a work week (as defined above).
- For the first 8 hours worked on the seventh consecutive day of work in a work week (as defined above).

**Double-time:** Double-time is paid at the rate of two times the employee's regular rate of pay. Double-time will be paid in the following situations:

<sup>1</sup> Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks.

- For all hours worked in excess of 12 hours in a workday
- For any hours worked in excess of 8 hours on the seventh consecutive day of work in a work week (as defined above).

For purposes of overtime calculations, hours paid for time off for any reason whatsoever (holidays, PTO, sick leave, or other causes) will not be deemed hours worked in accordance with applicable state and federal law.

Staff members who work overtime without proper authorization may be subject to discipline up to and including termination.

## I. DAY OF REST

In each workweek, the Y will provide employees with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the employee's work reasonably requires that the employee work seven or more consecutive days, the day of rest requirement may be met by providing an average of one day's rest for every seven days on a monthly basis (e.g., four days of rest per calendar month). An employee may also independently and voluntarily choose and confirm in writing not to take a day of rest. Day of Rest Waiver/Confirmation Forms are available from the Human Resources Department.

This policy does not apply in cases of emergency or to work performed in the protection of life or property from loss or destruction.

The Y will reasonably accommodate the observance of a Sabbath or other religious holy day by employees, unless doing so would result in undue hardship to the conduct of Company business.

Employees will be paid for all hours worked in compliance with federal, state and local law.

## J. OUTSIDE EMPLOYMENT

You may not engage in any outside employment or business activity that creates a conflict of interest or interfere with your Association duties without the prior approval of the branch Executive Director and the Chief Human Resources Officer or President/CEO. Outside business activities may not be conducted during work time nor using the equipment or resources of the YMCA.

## K. SOLICITATION AND DISTRIBUTION

The YMCA limits solicitations, surveys, petitions, and distributions of written material on its premises, whether made by employees or by individuals or groups not associated with the YMCA. Unrestricted activities of this

nature present a safety and security hazard, interfere with normal YMCA operations and are intrusive and annoying to employees and members. Individuals not employed by the YMCA may not at any time solicit, survey, petition, or distribute literature on YMCA-owned or YMCA-operated sites. This includes charity solicitors, salespersons, questionnaire surveyors, or any other solicitor or distributor.

The YMCA has established the following rules applicable to all employees and non employees that govern solicitation, distribution of written material and access to YMCA property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;
- Non employees are not permitted to solicit or to distribute written material for any purpose on YMCA property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

Working time is time for which the employee is paid and is expected to be performing services for the YMCA; however, for purposes of this policy, it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the YMCA.

## L. LACTATION ACCOMMODATION

Employees have the right to request lactation accommodation. The Association will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time



are required, employees should work with their supervisor regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as “unpaid.”

The Association will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee’s work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact the Human Resources Department. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact the Human Resources Department.

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should notify their supervisor or contact Human Resources. If the Association cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Association will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California’s lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner’s Office.

## **M. PAYROLL & TIME REPORTING**

### **Payroll Records**

Payroll and time records for all staff members will be maintained to meet reporting requirements of applicable federal and state regulations. Both the staff member and supervisor are held accountable for the accuracy of time records that reflect the exact hours and days actually worked, as well as accurate start and stop times. Falsification of these records will result in disciplinary action up to and including termination. A staff member must complete their own payroll record. There are no circumstances where it is acceptable for another co-worker to complete another’s payroll record: electronic, paper or punched time card.

### **Time Reporting**

It is necessary to maintain accurate and complete records of hours worked. Hourly non-exempt staff members are required to:

- Complete payroll records daily.
- Record starting time, time in and out for meals or other unpaid breaks, departure time and total hours worked for each workday.
- Obtain approval before working overtime.

It is a violation of the Association’s policy for anyone to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter another employee’s time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee’s time records, they should report the incident immediately to a supervisor.

### **Exempt Employees**

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or PTO.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee’s work. An exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available PTO to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the

employee will not be paid for such day(s) of absence, but the employee may use available PTO to make up for the reduction in salary;

- When an exempt employee works only part of the week during their first and last week with the Association, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Association will not pay for such days/hours of absence.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military.

It is Association policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Association prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources or to their supervisor. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

### **Paydays for the YMCA of the East Bay**

Currently, the YMCA of the East Bay pays on a semi-monthly basis. Pay periods are as follows:

- 1st to the 15th of each month, paid on the 26th
- 16th to the end of the month, paid on the 10th

If a scheduled payday falls on a Saturday, Sunday or holiday observed by the YMCA of the East Bay, paychecks will be distributed on the preceding weekday. There are 24 pay days per year. Your supervisor can provide you a copy of the scheduled paydays for the current year.

Pay schedules are subject to change. Any change will be communicated to staff and posted.

### **Advancement of Pay**

It is the policy of the YMCA of the East Bay that we will not provide any pay in advance of the regularly scheduled pay dates.

### **Direct Deposit and Paperless**

Y staff members are encouraged to enroll in direct deposit and go paperless. With direct deposit, electronic payments are made directly to the staff member's designated bank account. You may start or stop enrollment in direct

deposit at any time and you may elect to distribute the deposit into one or multiple accounts. To enroll for direct deposit, fill out an authorization form and return it to the Payroll department. Please allow three (3) weeks after you turn in your authorization form before your automatic deposits begin. If a staff member does not elect direct deposit, a payroll check will either be mailed to the current address on file or sent to the branch payroll coordinator for distribution. Y staff members can enroll in the paperless option through the payroll software system.

### **Required and Voluntary Deductions**

All required deductions such as federal, state and local taxes, and all authorized voluntary deductions, will be withheld automatically from each paycheck.

### **Mileage Reimbursement**

A per mile reimbursement, at a rate established by the Y and updated periodically, is provided for staff members who use their personal automobiles for work-related travel. Work-related travel is defined as work around and between the Y facilities and other community destinations, excluding travel to or from home and regular worksite.

It is the staff member's responsibility to maintain mileage records and to submit a monthly reimbursement request in a timely manner. Mileage reimbursement is paid through accounts payable and will be a separate check from your payroll check.

### **Parking Reimbursement**

When a staff member is on Y business away from their regular worksite and park in a parking lot, they may be reimbursed for parking costs. Tickets or fines are a personal expense. Parking reimbursement requests should be submitted to your immediate supervisor.

### **Other Reimbursement**

If you are required to use your personal cell phone for work purposes, please advise your supervisor. The Association will provide reimbursement in accordance with applicable law.

## **N. COMPENSATION PRACTICES**

### **Compensation Philosophy**

It is our goal to attract, motivate, develop and retain competent and talented staff by paying staff members at a level that compares favorably with salaries of similar organizations in the Y movement and in the local non-profit marketplace. The Y has a wage and salary administration plan that seeks to provide that all staff members are paid according to fair and uniform principles.

## Salary Administration

If you have a question pertaining to the interpretation of wage and salary administration, you are welcome to discuss the issue with management or the Human Resources Department. Each position has a defined salary range and there are two salary/wage administration plans: one for exempt employees and one for non-exempt employees. The plans involve the development of appropriate written job descriptions for each job, followed by evaluation and assignment of a point value and grade for each job.

The salary structure is evaluated annually; adjustments may be made at the Y's discretion and will generally depend on market and financial conditions. New employees normally will be hired at a salary between the minimum and mid-point of the salary range for their position. Exceptions will be reviewed by the Chief Human Resources Officer.

Salary reviews and increases are determined by the salary range. Salary increases are determined by the pay range of the position, employee performance and branch budget as well as other factors.

## Salary Increase

Types of Salary Increases Include:

- **Merit:** A salary increase that recognizes a staff member's performance level.
- **Promotion:** A salary increase that compensates a staff member for promotion into a new position that has greater responsibility.
- **Administrative:** An increase that is the result of a range or market adjustment.
- **Annual:** An increase that is pre-determined based on budget constraints (subject to change, annually).

In all cases, salary increases are made at the discretion of the Association and are not guaranteed.

## O. SAFETY

A safe, healthy and environmentally sound workplace is accomplished through a variety of Y activities, including safety education, training on the use of certain equipment, and job instruction. The best way to assure a safe working environment is to prevent unsafe working conditions. Please reference the YMCA of the East Bay's Injury & Illness Prevention Plan (IIPP) and the Employee Safety Responsibilities for more detailed safety information.

Your supervisor will provide you with safety training specific to your job and work area. If you have any questions or concerns about health or safety on the job, please do not hesitate to speak to your supervisor or branch Executive Director. Safety is a top priority for all of us.

## Basic Safety Guidelines

The following basic health and safety rules supplement the Injury and Illness Prevention Plan, the Employee Safety Responsibilities and the health and safety requirements pertaining to your particular job:

- Know who is trained in first aid procedures at your branch. Be prepared to contact them in an emergency.
- Report any unsafe condition to your supervisor immediately.
- Use proper lifting techniques at all times. Do not attempt to lift any object heavier than you can handle. Always get help lifting any heavy items.
- Keep your work area and passageways clear of supplies, materials, scrap, tools, equipment or other obstructions.
- Notify your supervisor and the Human Resources Department of any special health problems you have or medications you need so proper steps can be taken in a medical emergency. This information will be kept confidential.
- Always wear safe, protective shoes and clothing, and wear protective equipment as required.
- Comply with all safety laws and regulations, as well as with the guidelines in the Y's Injury and Illness Prevention Plan (IIPP).
- Operate only the equipment for which you are authorized and properly trained and follow all safe operating procedures.
- Report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.
- Report all job-related accidents and injuries, no matter how minor, to your supervisor immediately.

Association policy prohibits retaliation or discrimination against any employee who refuses to perform work that would violate any health and safety standard, where such a violation would create a real and apparent hazard to the employee or other employees. Association policy also prohibits discrimination against any employee for making safety complaints.

Failure to observe safety rules, regulations, and/or posted directions or to wear protective gear may result in disciplinary action up to and including termination.

## Blood Borne Pathogens

The Association complies with all OSHA and Cal-OSHA requirements for the training of staff on blood borne pathogen standards. The Association will provide special training for all positions with a high potential to be

exposed to blood or any other potentially infectious material.

### **HBV Vaccines**

The YMCA will arrange and pay for requested hepatitis B virus (HBV) vaccines for staff members who are in positions classified as having occupational exposure, such as lifeguards and camp nurses.

## **P. VIOLENCE IN THE WORKPLACE**

The Y has zero tolerance for violence in the workplace. Immediate action will be taken, up to and including termination, for violence in the workplace. The prohibition against threats and acts of violence applies to all persons involved in the operation of the Association, including, but not limited to, Association employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Association's premises.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on YMCA premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off YMCA premises involving someone who is acting in the capacity of a representative of the YMCA;
- Threats or acts of violence occurring off YMCA premises involving an employee if the threats or acts affect the business interests of the YMCA;
- All threats or acts of violence occurring off YMCA premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on YMCA premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the YMCA, or an individual performing services for the YMCA on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the YMCA.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees who become aware of incident that violates this policy should immediately report the threats to their supervisor or Human Resources. It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur. Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Association. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Association. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

## **Q. VEHICLE USE**

An employee using their vehicle for Y business must be authorized by the Human Resource department prior to any usage. Prior to doing business on behalf of the YMCA

in your personal vehicle, a valid driver's license and proof of insurance must be provided to the Human Resource Department. Employees must carry public liability insurance covering property damage and bodily injury at the minimum required by law. For your own protection, as well as the YMCA of the East Bay, the recommended limits should be \$100,000 per person and \$300,000 per accident. Automobile coverage should have no exclusions for driving on behalf of the employer. In addition, coverage must include under insured and uninsured motorists. Tickets for traffic or parking and similar violations are the responsibility of the employee. Accidents during working hours must be reported immediately to the employee's supervisor and to Human Resources within 24 hours or the next business day. In the event of a vehicular accident, the employee's private insurance is primary.

Employees are not to use personal vehicles to transport program participants. Only in an emergency situation, with prior authorization from Human Resources, can there be a deviation from this policy. Violation of this policy may be considered grounds for disciplinary action up to and including termination of employment.

## R. RECOVERY/COOL-DOWN PERIODS

The Association permits employees who work outside to spend not fewer than five minutes in the shade to cool down when necessary to avoid heat illness, during which they are relieved of all duties. There is no set schedule for recovery/cool-down periods and there is no limit on how many recovery/cool-down periods employees may take when performing work outside. Any employee experiencing any signs or symptoms of heat illness must immediately contact their supervisor.

Time spent taking a recovery/cool-down period in compliance with this policy is considered "hours worked" and will be paid. Any non-exempt employee who is required to work through some or all of a cool-down period should complete a "California Cool-Down Premium Request Form" and submit it to their supervisor no later than the end of the pay period (Premium Request Forms are provided upon request). The Association will assume that any non-exempt employee who fails to record a missed cool-down period missed the cool-down period voluntarily.

## S. VOLUNTEERING FOR THE Y

Volunteers are the backbone of the Y. Volunteers not only founded the YMCA, but operated it in its entirety in the early days. The involvement of thousands of talented, committed individuals greatly extends the range, quality and variety of Y programs and in keeping with that, it is the job of every staff member to promote Y volunteer

work and opportunities. All staff should work to ensure that volunteers have a positive, rewarding experience at the Y.

Individuals who volunteer or donate their services, usually on a part-time basis for public service or humanitarian objectives, not as employees and without contemplation of compensation, are not employees. They are not eligible for any Association compensation or employee benefit programs.

Adult volunteers are required to complete a volunteer application form and must undergo background screening before they can perform any volunteer services.

### Minors

All volunteers younger than 18 years old need to be directly supervised by a staff member. The supervisor must have completed all mandatory YMCA trainings including all child safety training modules or equivalent.

Volunteers under 18 years old must never be left unsupervised or left to volunteer alone, must be appropriately trained for their duties, and must have the written consent of their parent or guardian.

Volunteers must be at least 18 years old to do mechanical work or any high-risk duties. High-risk duties include outdoor education programs and jobs that work with mechanical equipment or that requires heavy lifting.

Completion of a volunteer application and consent of the minor's parent or guardian must be obtained before they can perform any volunteer services.

### Employee Volunteers\*

Staff may volunteer for the YMCA of the East Bay only for services that are completely different from the job functions for which they are paid. For instance, a member of the office staff may volunteer their time to coach a youth sports team. There can be no promise, expectation, or receipt of compensation for any volunteer services.

If the distinction between compensated and volunteer positions is not immediately clear and obvious, the individual staff person and supervisor must document the volunteer duties and receive prior approval from the Human Resources Department. Employees may not perform their usual job duties without compensation. All volunteers will be categorized as such in compliance with applicable law.

*\* The employee must first obtain approval from their direct Supervisor before committing to any YMCA of the East Bay Volunteer activity.*



## T. DRESS & GROOMING POLICY

The Y welcomes and involves people of all ages from diverse cultures and backgrounds. The Y supports individual expression in grooming and in dress as long as such conduct complies with Y rules, and the clothing does not contain harassing, discriminatory, retaliatory, obscene, violent or threatening material. Y staff members are expected to model good personal hygiene at all times in their roles as public representatives of the Y's mission to promote well rounded healthy lifestyles.

Clothing should be neat and clean. Garments or tattoos conveying messages not consistent with YMCA mission (e.g. alcohol, drugs, profanity, gang-related, or violent, hateful or political statements) are prohibited. Revealing or suggestive garments, including but not limited to sheer fabrics, low cut necklines, and/or short hemlines, are not acceptable.

Each department will make a determination of the appropriate dress and grooming requirements for its work environment and membership.

Branch Executive Directors are responsible for clarifying standards of appropriate dress at their facilities within the parameters of this policy.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

### Religious, Medical and Disability Accommodations

The Association will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources.

## U. STAFF RECOGNITION & DEVELOPMENT

The Y recognizes that quality of work is directly related to the training and development of staff. Training is a process that continues throughout a staff member's career, and the Y encourages each staff member to discuss developmental needs with their supervisor. Ultimately, professional development is the primary responsibility of the individual staff member. The Y also recognizes its obligation to all staff members to provide them with timely and effective training experiences, mutually based upon the Y's goals and the staff member's needs.

### Types of Training and Development:

#### Branch Staff Training

Branch staff trainings or in-service trainings, may consist of specific on the job training, meetings, consultations, supervision and appraisal for which the employee's supervisor and the branch executive director are responsible.

#### Supervisory Association Training

Supervisors will attend trainings offered throughout the year.

#### External Training

Employees may attend external training with the Y regionally or nationally, or other organizational trainings and/or conferences when such participation will contribute to the development needs of the staff and is seen as a part of the individual's job and training plan. Financial assistance for training may be provided for workshops, seminars, conferences, and degree classes that are of a few days duration. Payment of all authorized expenses will be assumed by the individual's home branch, including travel, hotel, meals, and registration. The employee's branch executive director must give prior approval in writing.

#### Y-USA Leadership/Management Trainings

The YMCA of the East Bay supports Y-USA's Leadership Training Programs. We encourage staff to participate in these leadership development opportunities as appropriate. You can explore training opportunities on the Y LINK.

## V. POLICY FOR ELECTRONIC COMMUNICATIONS

This policy describes the Association's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Employees should use the Association's electronic resources with the understanding that these resources are provided for the benefit of the Association's business. Employees may use Association electronic resources for personal use, during nonworking time, as long as such use complies with Association rules and applicable laws. Employees should never use the Association's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene, uncivil, or otherwise inappropriate material on the Association's electronic resources is prohibited. Messages stored and/or transmitted by the Association's electronic resources,

including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by Association policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

### **Photographing, Taping or Recording at Work**

Employees are not prohibited from photographing, taping or recording, or attempting to record any person, document, conversation, communication, or activity that occurs at, or is related to the business activities of the Association provided the employee's actions comply with the law. However, the following are examples of restrictions that do apply:

1. California law prohibits audio or visual recordings of any person without their knowledge or consent. **Recording in any manner that violates state or federal law is prohibited.**
2. Recording coworkers, members, or participants without their knowledge or consent may infringe on their privacy rights. Non-consensual recordings may be viewed as particularly intrusive and unreasonable, and result in claims of illicit harassment; be aware that some religions may prohibit the taking of photographs or videos of members of that religion. **Children under age 18 cannot consent to being photographed or recorded.**
3. Working time is for work. Unless photographing, taping or recording is required as part of a job function you are performing, it should not be done during your working time. Photographing, taping or recording during non-working time is permitted, subject to the other qualifications below.
4. If photographing, taping or recording would violate other Association policies, such as the Association's

policy prohibiting discrimination based on any protected characteristics, it is not permitted **at any time**.

5. Photographing, taping or recording the Association's confidential information, such as customer lists, internal financial information and account numbers, proprietary technical formulas and processes, and protected medical records, is not permitted **at any time**.
6. Photographing, taping or recording that infringes on reasonable expectations of privacy, such as the privacy of co-workers using restrooms and locker rooms, is not permitted **at any time**.

Photographing and videotaping is not restricted when employees are acting in concert for their mutual aid and protection and no overriding contrary interest is present. Consistent with the foregoing, recordings may include employees documenting workplace conditions, or other terms or conditions of employment.

### **No Solicitation**

The Association's electronic resources must not be used for solicitation purposes during working time. The Association's no solicitation rule applies to the use of electronic resources.

### **Software Code of Ethics**

Employees may not duplicate any licenses, software or related documentation for use either on the Association's premises or elsewhere unless the Association is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Association to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

The Association reserves the right to audit any Association computer to determine what software is installed on the local drive(s).

### **Employee Responsibility**

Each employee is responsible for the content of all text, audio or images that they place or send using the Association's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other Association correspondence or memoranda.



## Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of the Association. As such, all messages created, sent or retrieved over the internet or the Association's electronic mail systems are the property of the Association, and should be considered Association information. The Association reserves the right to retrieve and read any message composed, sent or received using the Association's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all Association policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using Association equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

## Email Content Screening

The Association maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

The Association may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Association to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use Association equipment, they consent to any monitoring by the Association and should understand that they have no right to privacy with respect to such communications, to the extent permissible under applicable law.

## Virus Protection

To prevent computer viruses from being transmitted through the system, employees are not authorized to

download any software from the internet onto their computer or any drive in that computer.

The Association maintains virus protection software on all network servers and filters all inbound and outbound email for virus attachments. Email containing a virus will be quarantined and both the sender and recipient will be informed. If the virus can be removed, the message will be forwarded to the recipient.

## Core Guidelines

- Communications sent from the Y network are identified as originating from the Y server and carry the Y name. Each staff member is responsible for using Y e-mail and Internet resources in compliance with the Y's rules.
- Passwords are confidential. Do not provide passwords to anyone except on a "need to know" basis for official Y business purposes. Examples of people who may need to know a password are a supervisor needing access to a file in the absence of the staff member, or the IT Department.
- Language used in communications should not be harassing, discriminatory, retaliatory or obscene. E-mail is no different than a written document. A file can be stored in the system indefinitely (even if deleted) and can be reviewed, if necessary, during legal proceedings involving the YMCA. Take as much care in sending e-mail messages as with any written document.
- Treat all e-mail messages as public information. Senders have no control over messages once they are sent, and recipients may forward the messages to people not originally intended to receive them.
- All Internet communications should be treated as public information since those messages are not generally encrypted. No confidential or copyrighted information should be sent through the Internet.
- Staff members should use discretion when opening, downloading and saving files sent via e-mail or from the Internet. Any e-mails that are opened or files that are downloaded should be from known individuals. If you do not know the sender, do not open the e-mail and do not download any files or programs. Only files directly pertaining to work may be downloaded. Prior to placing any file on the network, staff members should scan for viruses.

## Telephone and Cell Phone Usage

Y telephones are for business use only during working time. Outside of working time, employees may use Y phones as long as the use complies with applicable law and Association rules. When phones are tied up, our

members and co-workers are not able to contact us, potentially creating serious business problems. Your branch administrative office can answer questions about how to use the phone system.

Association provided cell phones are also for business use only during working time, except in an emergency. Use of camera-equipped cell phones is prohibited in restrooms, locker rooms, any areas designated as private, such as areas designated for use to express breast milk.

Personal cell phone usage, including texting, is not permissible during working time.

### **Social Media and Networks**

Social networks are online communities typically comprised of people with the same interests and/or activities. Social networks provide a means of communication through websites, email, instant messaging, video, and other online tools. Social network sites include, but are not limited to: Facebook, Instagram, Twitter, YouTube, Flickr, LinkedIn, TikTok and blogs.

The YMCA of the East Bay's Child Abuse Prevention Code of Conduct and all other association policies continue to apply to the online realm of social media and networking regardless of whether the social media activity relates to the YMCA of the East Bay's business.

All social media and networking sites that represent YMCA of the East Bay or any of its branches or offsite operations must be approved by the Association Office Marketing department PRIOR to planning, implementation, and going live.

**Safety**—Our first priority is your safety and the safety of our members. If you become aware of any issue that may jeopardize your safety while you are working or volunteering at our YMCA or that may jeopardize the safety of a member, contact your supervisor or Executive Director immediately.

As an employee of YMCA of the East Bay and its branches, you may not give out links to your personal social networking profiles, blogs or websites, nor initiate contact with YMCA members under the age of 18. If a program participant or member under the age of 18 finds your personal social networking profile and requests to be connected as a friend, you must politely decline the request. Under no circumstances should you initiate contact through any social media sites. Any exceptions, including prior relationships, require written documentation and prior approval by the branch Executive Director.

YMCA of the East Bay does not tolerate cyber bullying on YMCA social media sites, whether by members, staff or

volunteers. Cyber bullying is defined as using the internet, cell phones or other communications devices to send or post text or images intended to hurt or embarrass another person. Examples include threatening or harassing emails, text messages, and comments on social networking sites. If you suspect cyber bullying that may be related to working at, or being a member of the YMCA of the East Bay, report it to your supervisor or Executive Director immediately. Cyber bullying will be treated with the same seriousness as face-to-face bullying and may include being removed from a program or termination of employment.

**Reputation**—As a YMCA of the East Bay staff member or volunteer, you represent the Y before, during and after work in both the physical or online realm. Our expectation is that whatever you post online will be accurate and consistent with YMCA core values of caring, honesty, respect and responsibility. Use good judgment and professionalism.

All employees and volunteers are responsible for any content that appears on their personal social networking sites as it relates to the Y. Make sure this content respects copyright laws and complies with YMCA of the East Bay policies. On official YMCA social networking sites and on personal social networking sites: always identify your affiliation with the Y, when your posting expresses opinions, beliefs, findings, or experiences concerning the Y. If you have not been specifically authorized to speak on behalf of YMCA of the East Bay, you should make it clear to your readers that the views expressed are yours alone and do not reflect the views of the YMCA. If that is not obvious from your comments, you should specifically state, "The views expressed in this post are my own. They have not been reviewed or approved by the YMCA of the East Bay."

Do not include any content that could be viewed as violating YMCA workplace policies against unlawful discrimination or harassment.

Do not include any false, vicious, profane or malicious statements concerning the YMCA's business, members, volunteers or employees.

Do not use the YMCA logo, trademark or proprietary graphics, photographs or video of YMCA's premises for any commercial purpose, without authorization, or in a manner that suggests you are representing the YMCA, or while engaging in activity that is unlawful or violates YMCA's policy..

Do not use YMCA-sponsored sites to solicit for or promote personal businesses or any organization, including but not limited to outside business ventures, charities,

political campaigns, religious groups, or other membership organizations.

Do not use any personal social media account or site to conduct any business for YMCA of the East Bay.

Please bear in mind that it is best to resolve complaints about work by speaking directly with your coworkers, supervisor, and other management-level personnel. Employees are encouraged to use available internal resources, rather than social media activity, to resolve these types of complaints.

**Privacy**—Although some sites may offer privacy settings, you should be aware that the internet is a public domain. Follow the below standards regardless of privacy settings:

Do not provide any confidential or private information of the YMCA, its employees, or its volunteers, donors, members, participants and guests.

Do not cite or reference members, participants, guests, partners, employees, volunteers, donors or suppliers without their prior written approval. A child (anyone under age 18) cannot give approval.

**Legal Parameters**—Your non-disclosure obligations and legal responsibilities are listed below.

YMCA of the East Bay will not construe or apply this policy in a manner that interferes with employees' rights under the National Labor Relations Act.

**Legal Liability**—As an employee or volunteer, you can be held personally liable for posting any comments or media on personal or YMCA social media sites deemed to be defamatory, obscene, proprietary, copyrighted, or libelous (whether pertaining to the YMCA, individuals, or any other entity).

**YMCA Privileged Information**—Any confidential, proprietary, or trade secret information is off-limits for any social media site unless specifically authorized in writing by an association officer. Anything related to YMCA members, policy, programs, strategy, financials, products, etc. that has not been made public cannot be shared in social media sites under any circumstances.

## **W. CONFLICT RESOLUTION/PROBLEM SOLVING PROCEDURE**

Each staff member is an integral part of our team. Our supervisors and managers practice a voluntary open door policy that welcomes open, informal communication and constructive input. If you ever have a concern, you are welcome to report it to your supervisor. Y supervisors/managers are eager to listen and do what they can within

our policies to swiftly resolve your concerns.

Nevertheless, occasional misunderstandings and strong differences of opinion may occur. If you are in this situation, or if you feel that you have been treated in a way that is unfair or otherwise against Y policy, feel free to contact your supervisor, another member of management or the Human Resources Department to discuss the issue. If you believe that you have been harassed or discriminated against, please follow the procedure set forth in the handbook section covering Harassment.

### **No Retaliation**

The Y will not retaliate against anyone for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the Y or a federal or state enforcement agency. Nor will the Y retaliate against any employee for reporting conduct reasonably believed to violate the Y's rules or applicable law. Employees are encouraged to report any perceived violations of the Y's rules or applicable law to the Branch Executive Manager or Human Resources as soon as possible. If you believe that retaliation has occurred, please report it to your Branch Executive Director using the problem solving procedure or directly to the Chief Human Resources Officer if the matter involves the Branch Executive Director.

Any report of retaliatory conduct will be objectively and thoroughly investigated in a timely manner in accordance with the Y's investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken. If the Y determines that discrimination, harassment, or other conduct against Y policy has occurred, disciplinary action, up to and including termination will be issued. Appropriate action will also be taken to deter any future discrimination, harassment, or misconduct.

### **Grievance**

Employees are encouraged to communicate openly and to bring any work-related problems to the attention of management for resolution. Managers will fully consider these issues. If the employee is not satisfied with the resolution, the YMCA of the East Bay provides a process to secure impartial and prompt disposition of grievances. Employees shall not be subject to reprisal in any form as a result of participating in this grievance resolution process.

A grievance is a written complaint by an employee having to do with a work-related issue in connection with an existing personnel policy or practice of the YMCA of the East Bay, or of an applicable state or federal law. Any employee who is adversely affected by such an

alleged infraction may initiate the complaint procedure set forth below. This grievance procedure applies to all employees except those covered by a collective bargaining agreement or whose issues are being addressed through external procedures or regulatory agencies. Nothing in this grievance procedure shall be deemed to preclude employees from filing or maintaining a charge with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, or any other appropriate governmental agency.

## **Grievance Procedure**

### *Informal Resolution*

Since the purpose of this step is to resolve issues “informally” and in a timely manner, employees are encouraged, but are not required, to discuss the issue with the person perceived to be the source of the problem (e.g., a co-worker or peer). The purpose of this discussion is to clarify any misinformation or misunderstandings and to agree on any necessary actions to resolve the problem. If the employee is not satisfied with the outcome of this meeting, they may move on to Step I.

If the grievance is against the employee’s supervisor and the employee does not believe a discussion with the supervisor will be fairly considered or resolved, or fears that their immediate supervisor may retaliate against them for pursuing the grievance, they may start with Step II. The employee may wish to discuss the problem first with the Chief Human Resources Officer for procedural direction.

### Step I

- The first step in resolving any grievance is with the employee’s immediate supervisor. This may be done first verbally, but ultimately must be done in writing in order to initiate a formal grievance.
- The supervisor will investigate all aspects of the matter and provide the complainant with a written response within ten (10) working days of receipt of the written grievance.
- In most instances, complaints or issues raised by the complainant can be resolved at Step I.

### Step II

- If the grievance is not resolved at Step I, the complainant should inform the supervisor of their intent to appeal the decision to the next level of management. A written appeal must be filed within ten (10) working days of receipt of the supervisor’s written response.
- The employee shall submit their appeal to the supervisor’s immediate supervisor. The nature of the appeal should be specified in writing along with the

corrective action being sought. The employee will be given an opportunity to discuss the matter in private with the supervisor’s immediate supervisor.

- Following an investigation, the employee will receive a written decision within ten (10) working days of receipt of the written complaint, or an appropriate date will be given as to when a response should be expected.

### Step III

- If the decision does not satisfy the employee, they may go on to Step III. A written appeal must be submitted in writing within ten (10) working days of receipt of the supervisor’s immediate supervisor’s written decision.
- The executive, if they deem necessary, may set up a conference of all concerned parties within ten (10) working days of their receipt of the complaint. The employee will receive a written decision within ten (10) working days of receipt of the written complaint, or the employee will be notified as to when a response can be expected.

### Step IV

- If the grievance is not resolved at Step III, the complainant should first give notice to the Branch/ Unit Executive of their dissatisfaction of the outcome. The complainant may then submit their appeal in writing within ten (10) working days to the President and proceed to Step IV.
- The President may request a meeting with the complainant within ten (10) working days and/or appoint a hearing committee. If the President appoints a hearing committee, the committee will meet within ten (10) working days from the date of the appeal. The committee will render its report and recommendation to the President within ten (10) days from the date it convenes. The President will notify the complainant of the decision within three (3) working days of receipt of the hearing committee’s report. The President’s decisions are final and binding within the YMCA of the East Bay.

## **X. LEAVING THE Y**

### **At-Will Employment**

Employment with the Y is at will and either you or the YMCA of the East Bay may terminate the employment relationship at any time, with or without notice, and with or without cause.

### **Voluntary Separation by Staff Member**

Professional courtesy dictates that employees provide advanced notice before they resign. The Y would

appreciate four weeks of notice in advance of separation from exempt employees and two weeks from non-exempt staff members. Notices of intent to leave should be made in writing and given to the staff member's supervisor. Please note that if no notice is given, the Y has 72 hours in which to issue a final check with all remaining pay.

### **Reduction in Workforce by Y**

A reduction in workforce generally refers to those separations imposed by the Association due to economic necessity, operational/program changes, re-organization, or other reasons requiring a reduction in the number of employees as determined by the Association in its discretion.

The needs of the organization, as determined by management, will be the primary consideration when initiating a reduction in workforce. However, performance in any department and other factors may also be taken into consideration.

Employees must execute a full release of any and all claims, known or unknown, in a form acceptable to the Y as a condition of receiving any separation pay from the YMCA. Except as set forth below, the YMCA makes no promise of separation pay to any employee upon a reduction in workforce.

When separating an employee due to a reduction in workforce, the YMCA endeavors to provide:

- Full-time non-exempt = two weeks written notice
- Part-time non-exempt = one week written notice
- Full-time exempt = one month written notice

However, consistent with employees' at-will status, providing advance notice of termination is not guaranteed or required.

Upon a signed release, a separation payment will generally be paid to full-time non-exempt or exempt employees who have been continuously employed by the YMCA for at least two (2) years and who are separated by the Association as part of a reduction of workforce. Where applicable, the separation payment will equal one (1) week's pay for each year of continuous full-time service, up to a maximum of five (5) weeks of pay.

Upon a signed release, a separation payment will generally be paid to full-time exempt employees who have been continuously employed by the YMCA for at least five (5) years and who are separated by the Association as part of a reduction of work force. Where applicable, the separation payment will equal one (1) week's pay for each

year of continuous full-time service, up to a maximum of ten (10) weeks of pay.

An employee must be full-time at the time of separation in order to be eligible for separation pay. Only years of full-time service will be counted.

Payments to the retirement plan will be made on any compensation and accrued PTO.

Accrued unused PTO and floating holidays will be paid at the time of separation.

No separation pay shall be paid to employees who leave the Association's employ of their own volition, or who are dismissed for reasons other than a reduction in workforce.

A reduction in workforce does not include, and no separation pay will be paid, for unforeseen business downturns as determined by the Y, such as that caused by a pandemic, earthquake, fire, flood, loss in a major funding source or site closure.

In the event of a discrepancy in the information contained in this policy and the actual terms of the retirement plan and 403(b) plan, the terms of the retirement plan and 403(b) plan shall control.



## IV. BENEFITS

### A. BENEFITS INFORMATION

#### Benefits Philosophy

Benefits represent a significant part of a staff member's compensation package. We understand that staff members may have different needs; therefore, the Y's benefits program is designed to provide you affordable and comprehensive options to best serve you. The Y's benefits program complies with government-mandated laws and regulations.

Descriptive benefit materials are provided to staff members during their initial orientation or whenever a change in coverage occurs. Benefits may be modified or terminated at the discretion of the Y, at any time in compliance with applicable law.

The benefit information provided in this handbook is a summary only whose purpose is to provide a general overview. Benefit plans are re-negotiated each year: for more information, refer to the current Employee Benefits Guide. If there is a discrepancy between the following information and the official policy, documents and/or contracts, those official documents will prevail.

Your Branch Administrative office can answer general questions and provide you with forms for our benefits programs; however, you should always feel free to call the Association's Human Resources Department at any time if you have further questions or for any other reason.

### B. ELIGIBILITY FOR BENEFITS

Generally, all regular full-time employees, exempt and non-exempt, are eligible to enroll for benefits at the time of employment, after the designated waiting period. A change in an employee's classification for benefits eligibility must be approved by the Human Resources department.

For the purposes of determining benefits when years of service are the basis for awarding the benefit, continuous, full-time YMCA employment in any YMCA (local, regional, national) will be counted. Years of service are counted from the original date of employment and continue to accrue as long as employment is full-time and continuing.

Temporary and On-Call employees are not eligible for benefits except where noted in the Handbook. Employees who have qualified for benefits do not have to re-qualify unless there is a break in employment.

#### Benefits for Dependents

Y staff may purchase medical, dental, and life insurance for their eligible dependents if they themselves are

participating. Eligible dependents include your spouse, domestic partner (see below), and dependent children (children need not be biological, but must be an IRS dependent), children of domestic partners. The Y provides access to these benefits but the cost of dependent benefits are the responsibility of the employee.

#### Domestic Partners

The YMCA of the East Bay provides employee benefits to registered domestic partners and their dependent children on the same and equal basis that it provides benefits to married spouses and their children. As with all other enrollments, initial enrollment must occur within thirty days of hire, during open enrollment or within 30 days of another qualifying event.

#### Job Status Change

When a staff member changes their job status from full-time to part-time or on-call, the employee's participation in all health and life insurance plans will cease, unless COBRA is elected. If moving from part-time to full-time, benefits begin on the first of the month following the change. PTO accrual rates and floating holidays are based on your most recent full-time date of hire. If changing from a medically benefited position, benefit eligibility ends on the last day of the month in which the change is made. Coverage may be continued at the employee's expense through COBRA provisions. Any accrued PTO above the applicable sick time accrual cap of the new position will be paid out on the next scheduled payday. Unused floating holidays will also be paid out on the next scheduled payday.

#### Full-time staff on Leave of Absence (Non-Medical)

If a program is shut down for a period of more than one (1) month, full-time staff will be laid off. Medical and dental benefits will continue until the last day of the month in which the leave began. During this LOA staff may continue their medical/dental benefits at their own expense through COBRA. Staff returning from LOA to full-time positions will be re-enrolled in benefits on the first day of the next calendar month. A new benefit enrollment form will need to be completed upon the return to work.

### C. RECOGNITION OF PRIOR Y SERVICE

Continuous years of service as a full-time employee of the Y are the basis for determining seniority and PTO benefits. Years of service are generally counted from original date of full-time employment and continue to accrue as long as the employment remains full-time and continuous.

Years of service may be adjusted to credit past experience for part-time staff members who are hired into regular

full-time positions. Adjustments for full-time or part-time experience may be made by the Human Resources Department on a case-by-case basis.

## D. LEGALLY MANDATED BENEFITS

The YMCA complies with all applicable laws regarding staff member benefits, including:

### Social Security (FICA)

All employees participate in the Social Security system. The YMCA of the East Bay matches your contributions to Social Security and Medicare.

### Workers' Compensation Program

YMCA of the East Bay provides workers' compensation insurance coverage, as required by law, to protect eligible employees who suffer work-related injuries or illness. This insurance protects staff members from hazards of occupational accidents and illness sustained on the job. If you are injured while working, please report it immediately to your supervisor, regardless of how minor the injury may be.

### Unemployment Compensation

Staff members who become unemployed may be eligible for unemployment insurance compensation in the manner and to the extent provided by the State of California law. Contact your local Employment Development Department (EDD) to file a claim. Please know that the determination of whether or not unemployment compensation is awarded is determined by the EDD, not the YMCA of the East Bay.

### State Disability Insurance

California state law requires that all staff contribute toward State Disability Insurance (SDI) through payroll deductions. SDI will pay you benefits when you are unable to work due to a qualifying non-work-related illness or injury, or when you are entitled to workers' compensation benefits at a rate less than the benefits payable under SDI. The SDI benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence, employees must comply with the YMCA's leave policies.

It is the employee's responsibility to obtain the necessary SDI claim form from the local EDD office and to notify the YMCA Human Resources Department that a claim has been filed. Sick time benefits may be integrated with benefits received from SDI so that the total amount received does not exceed the employee's regular salary. Please contact Human Resources for information about how to use sick time benefits with SDI.

## E. BENEFITS SUMMARY CHART

The following chart is merely a summary of benefits for quick reference. Please see formal policies for details on which benefits are available for full-time and for part-time employees.

BENEFIT PROGRAM	ELIGIBILITY AND/OR ENROLLMENT DATES
Medical & Dental, Long-Term Disability, Life and Accidental Death & Dismemberment Insurance	First of the month following 30 days of employment. Changes in medical & dental plans can be made after a qualifying event or during open enrollment, which generally occurs in May or June, with an effective date of July 1.
Additional Life and Accidental Death & Dismemberment	First of the month following 30 days of employment. Additional or 'voluntary' life insurance may require a medical review at the insurer's discretion.
Holiday Pay	Date of hire
Jury Duty/Civic Duty	Date of hire
Sick Leave	Date of hire (accrued based on sick leave policy)
PTO Leave	Date of hire (accrued based on PTO policy)
Floating Holiday	Date of hire (accrued based on floating holiday policy)
Use of Fitness Facilities	Date of hire
Leave of Absence	<u>Family/Medical Leave (FMLA)/California Family Rights Act (CFRA):</u> 12 months after date of hire with 1,250 hours worked in the previous 12 months. <u>Pregnancy Disability (PDL):</u> Date of hire <u>Bereavement:</u> Date of hire <u>Workers' Compensation:</u> Date of hire <u>Military:</u> Date of hire <u>Personal:</u> Based on approval by supervisor
YMCA Retirement Plan	Employee must be age 21 or older. YMCA contributions begin after: <ul style="list-style-type: none"> <li>Completing two years of employment in which the employee works 1,000 hours or more per year. The year is measured starting from the date of hire or the anniversary of your hire date.</li> </ul>



## F. RETIREMENT FUND

The Y participates in the National YMCA Retirement Fund for the benefit of all eligible staff members. The Y pays the entire cost of each staff member's participation in the Retirement Fund in an amount currently equal to 10% of each individual staff member's eligible salary (this percentage is subject to change). The Y's contribution is independent of whether or not the employee also chooses to contribute. All staff members are enrolled and immediately fully-vested in the Retirement Fund after they have satisfied three eligibility requirements:

1. Completion of two (2) years of employment with Y.
2. Work a minimum of 1,000 hours in each of two years of employment. The two years do not have to be consecutive and can be worked at another Y.
3. Minimum age of 21.

For additional information on the YMCA Retirement Fund, go to [www.yretirement.org](http://www.yretirement.org). In the event of a discrepancy in the information contained this policy and the actual terms of the retirement plan, the terms of the retirement plan shall control.

### 403(b) Smart Account — Retirement Savings

Employees who have not met eligibility requirements for the retirement plan can still participate by making their own, voluntary contributions through the Tax Deferred Savings Account – YMCA Retirement Fund 403(b) Smart Account. These contributions can be made on a pre-tax basis through payroll deductions, or as a lump sum rollover from another qualified retirement account. These contributions earn the same interest rate as other participant accounts. In the event of a discrepancy in the information contained this policy and the actual terms of the 403(b) plan, the terms of the 403(b) plan shall control.

## G. PAID TIME OFF (PTO)

The Y believes in providing staff members with adequate time away from work so they will remain productive, enthusiastic and creative while at work. Regular full-time staff members accrue PTO Time based on their total continuous full-time service within the YMCA. PTO can be used as vacation or sick time. It is designed to be flexible based on the employee's needs. PTO time begins to accrue on the first day of full-time employment. PTO accrues based on paid hours (worked or while using PTO) and does not accrue during an unpaid leave of absence or any other time when an employee is not working and not paid by the Y. Non-exempt employees do not accrue PTO for overtime hours worked.

This PTO policy is provided to comply with the Association's obligation to provide paid sick leave to regular full-time staff members. This PTO policy is designed to be the exclusive process used to compensate such employees for mandatory paid sick leave under applicable mandatory paid sick and safe time laws, including California's Healthy Workplaces Healthy Families Act, the Berkeley Paid Sick Leave Ordinance, and the Oakland Minimum Wage Ordinance. Employees may use accrued PTO for any and all sick leave reasons permitted under applicable sick leave laws. For additional information about sick leave-related use of PTO, employees should review the sick leave posters at their worksite or contact Human Resources. If an employee uses all of their PTO for non-sick leave purposes, additional sick leave will not be provided.

Except when using PTO for sick leave reasons, PTO or time away from work must be approved by your supervisor and can only be taken as business needs permit.

### Use of PTO

Staff may use PTO as soon as it has been accrued, but may not "borrow" PTO or use it before it is accrued. Payment in lieu of PTO is not permitted except at termination of full-time employment, at which time the individual will be paid for all unused PTO that has been accrued through the last day of employment.

### Scheduling PTO

If an employee's need to use PTO for sick leave is foreseeable, the employee must provide reasonable advance notification to their supervisor. Otherwise, notice must be provided as soon as practicable.

Before using PTO for non-sick leave reasons, employees should provide as much notice as possible, but in no event, fewer than two weeks. Once PTO is approved by your manager, it is the employee's responsibility to submit the time off request in our payroll system. The Y reserves the right to deny PTO requests for business necessity. If more than one employee in a department requests the same time period for PTO, the employee with the greater seniority will have preference.

### PTO Accrual and Maximum Accrual Cap

Maximum PTO caps depends on exempt/non-exempt status (see chart). Staff who reach their maximum accrual level, stop accruing PTO until a portion of the accrued PTO is used, dropping the total below the maximum. There will be no retroactive accrual for the time an employee spends at the maximum accrual cap.

Part-time, on-call, temporary and seasonal employees are not entitled to PTO provisions.

PTO will be paid to employees not to exceed eight (8) hours a day or the employee's usual scheduled hours, nor can it exceed the total of accrued PTO hours.

Accrued, unused PTO will be paid out at the time of separation. All accrued time will be paid at the final rate of pay in accordance with labor-code provisions.

#### *Computation*

Accrual Rate	Accrual Rate	Maximum Accrual Cap (in hours)
.1154 for every hour	240 hours	360 hours

#### *Full-time Non-exempt Employees*

Accrual Rate	Accrual Rate	Cap (in hours)
.0769 for every hour	160 hours	240 hours

Staff members may not receive pay instead of PTO time except when ending their employment at the Y, or changing from full-time to part-time or on-call. When ending their employment at the Y, employees will be paid 100% of their accrued unused PTO in both situations (minus applicable withholdings) at current rate of pay as of the effective date of separation. When changing from full-time to part-time or on-call, employees will be paid any accrued PTO above the applicable sick time accrual cap for the new position, which will be paid at current rate of pay as of the effective date of the change.

## **H. PAID SICK LEAVE**

The YMCA recognizes that employees may need time away from work. This time away may be due to various reasons, including for the employee's own illness, a family member's illness, if the employee is a victim of domestic violence, sexual assault or stalking, and for any other reason provided under an applicable paid sick and safe time law. As a result, the YMCA provides paid sick and safe time ("PSST") to employees each year in recognition of that need and pursuant to the California Healthy Workplaces Healthy Families Act, the Berkeley Paid Sick Leave Ordinance, the Emeryville Minimum Wage and Paid Sick Leave Ordinance, and/or the Oakland Minimum Wage Ordinance, as applicable. If a California employee works in a location with a local paid sick and safe time law, the YMCA will comply with all applicable requirements of the paid sick leave law that is more favorable to employees. Sick leave will be paid out as a replacement of hours that were scheduled to be worked.

#### *Eligibility*

Employees who are not classified as full-time and do not receive PTO will be eligible to begin accruing sick and safe time from the YMCA's implementation of this Policy or the start of employment, whichever is later. However, an employee must have been employed 90 days with the YMCA before they may begin using accrued PSST. It is the employee's responsibility to apply for any applicable benefits for which the employee may be eligible as a result of the illness or disability, including California State Disability Insurance, workers' compensation insurance, Paid Family Leave benefits and/or any other disability insurance benefits. Benefits under this policy may be fully integrated with other benefits available to employees, to the extent permitted by applicable law, such that at no time will an employee be paid more than their regular compensation.

#### *Definitions*

**Family member:** The employee's spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, or grandchild. An employee's registered domestic partner (as defined by state or local law), as well as the child and parent of a registered domestic partner, are also considered an employee's family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.

For employees working in Berkeley, Emeryville, or Oakland: If an employee is unmarried and has no registered domestic partner, the employee may designate any one person to care for using PSST. This person will be treated as a "family member." Employees will have 10 work days (14 calendar days in Emeryville) to make this designation using a form available from the Human Resources Department. Employees will have the opportunity to designate or change an existing designation on an annual basis.

**Safe time:** Employees may take safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

**Sick time:** Employees may take sick time for themselves and their eligible family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

For employees working in Emeryville: An employee may use PSST to aid or care for a guide dog, signal dog or service dog belonging to the employee or the employee's family member.

#### *Computation*

Sick leave is calculated on the basis of the eligible employee's continuous hours worked. Sick leave accrual is based on actual hours worked.

#### *Part-time, On-call, Temporary and Seasonal Employees*

Accrual Rate	Maximum Accrual Cap (in hours)
.0333 for every hour worked	48 hours (72 hours for employees working in Berkeley or Oakland)

On-call, temporary and seasonal employees may use up to 24 hours or three days, whichever is greater based on the employee's work schedule, of sick leave in each year of employment. On-call, temporary and seasonal employees working in Berkeley, Emeryville, or Oakland may use all PSST that is accrued and available.

Accrued paid sick leave shall carry over to the following year of employment in accordance with the accrual rate and cap above. Employees who have reached their maximum earned sick and safe leave allowance will not accrue any more sick leave allowance until their earned sick and safe leave allowance is reduced below their maximum allowance. There will be no retroactive accrual for the time an employee spends at the maximum accrual cap.

#### **Requesting Sick and Safe Time**

Paid sick and safe time may be used with a minimum of one hour to cover all or just part of a work day. PSST will be paid to employees not to exceed eight (8) hours a day or the employee's usual scheduled hours, nor can it exceed the total of accrued sick hours. PSST benefits will be calculated in accordance with applicable law.

Leave under this Policy may not be taken until it has actually accrued.

If the need for sick and safe time use is foreseeable, an employee must provide reasonable advance notification—either orally or in writing—to their supervisor of any absence from work. If the use of sick and safe time is unforeseeable, an employee must provide notice to their supervisor – either orally or in writing—of the need to use sick and safe time as soon as practicable, except in cases of accidents or sudden illnesses when an employee is not able to provide such notice under these circumstances, notice should be provided as soon as possible. In all circumstances, an employee is responsible for specifying if the time off is

for sick and safe time reasons, so that the absence may be designated as a sick and safe time absence.

Employees using PSST are not required to search for or find a replacement employee to cover the periods of time in which they are absent from work using paid sick and safe time.

## **I. HOLIDAY PAY**

All regular full-time employees receive paid time off on YMCA recognized holidays. Regular full-time, non-exempt staff that work on a holiday will be paid at the applicable rate of pay for all hours worked, plus up to eight hours holiday pay at time-and-a-half.

A holiday that falls on a Saturday will generally be recognized on the preceding Friday. In general, if the holiday falls on a Sunday, it will be recognized on the following Monday. A holiday that occurs during your PTO or paid sick leave will be counted as a holiday, rather than PTO or paid sick leave time. Employees who are on an unpaid continuous Leave of Absence are not eligible for holiday pay, regardless of the nature of the leave of absence.

#### **Current YMCA Holidays**

All full-time employees receive seven designated holidays per year for the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Due to the nature of YMCA of the East Bay services, some employees may be required to work on a YMCA designated holiday. The number of hours of holiday pay an employee will receive will be the number of hours the employee would normally be scheduled to work on the holiday.

#### **Floating Holidays**

The YMCA recognizes that traditionally observed holidays may not satisfy the spiritual and personal needs of all staff members. Floating Holidays may be used to observe specific events or holidays that are important to you. You may also include specific personal events such as your own birthday or anniversary. Your supervisor may ask you to designate your floating holidays at particular times of the calendar year. Prior approval by your supervisor is required.

Regular full-time employees are entitled to accrue floating holidays at the rate of .0153 floating holiday hours per

straight-time hour worked, for an annual accrual of 32 hours (4 days) of floating holidays.

Full-time employees may accrue up to 32 hours floating holidays per year with a maximum accrual cap of 48 hours. Compensation for the floating holiday will not exceed the number of hours in an employee's normally worked schedule.

For exempt employees, floating holiday accrual is generally based on a 40-hour workweek. The floating holiday accrual for an exempt employee who typically works less than 40 hours per week will generally be based on the employee's regular workweek hours.

Employees who have reached their maximum earned floating holiday allowance will not accrue any more floating holiday benefit until some hours are used. In other words, the floating holiday benefit is capped at your maximum accrual. There will be no retroactive accrual for the time an employee spends at the maximum accrual cap.

Employees working at branches or for programs that adhere to a Unified School District calendar may wish to use floating holidays prior to accrual. This exception may only be granted in advance by the Executive Director.

## J. CIVIC PARTICIPATION

The Y has a proud history of civic responsibility and civic engagement. We want to encourage our staff to perform their civic duty, while still acknowledging the needs of the programs in which they serve.

### Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in statewide public elections, will be allowed sufficient time off to go to the polls. The Y will pay you for up to two hours of absence from regularly scheduled work to vote in a state-wide public election. Any additional time off will be without pay. You must give reasonable notice (at least two days) of the need to have time off to vote. Please note that poll hours are a matter of public record.

### Jury Duty

Staff summoned for jury duty, or subpoenaed to appear as a witness or perform some other necessary civic duty, must provide their Supervisor with written notice as soon as the notice or subpoena is received. Staff should provide their supervisor with a copy of the summons and verification of hours served.

The Y recognizes the need to meet such civic obligations, and up to ten business days of jury duty will be paid leave for regular full-time staff. You must report to work on any regular day, or portion of day, when you are excused from court service. Additional jury duty time may be

taken as PTO or unpaid leave. Individuals may retain any compensation received for jury duty. Part-time, seasonal, temporary, and on-call staff may take jury or civic duty leave as an unpaid leave of absence. Exempt employees will not have their salary reduced for partial weeks of work due to jury duty.

## K. EMPLOYEE LEAVES OF ABSENCE

The Y strives to support the family and medical needs of employees and will grant family and medical leave in accordance with the requirements of all state and federal laws, including FMLA. Please contact the Y's Human Resources Department as soon as you become aware of the need for a family or medical leave.

There are several types of employee leaves of absence. This section explains the various types of leaves available to employees and their rights and responsibilities for each. The following types of leaves will be described:

### Family and Medical Leave (FMLA and CFRA)

The Y will grant time off to employees in accordance with the requirements of the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (Fed-FMLA). Where both the CFRA and Fed-FMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only. In any case, employees will be eligible for the most generous benefits available under applicable law.

#### *Employee Eligibility*

To be eligible for FMLA Leave, employees must: (1) have been employed by the Y for a total of at least 12 months (not necessarily consecutive); (2) have worked at least 1,250 hours during the previous 12 months as of the start of the leave; and (3) (Fed-FMLA only) have worked at a location where at least 50 employees are employed by the Y within 75 miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

#### *Reasons for Leave*

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, child of a registered domestic partner,



grandparent, grandchild, or sibling (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only), and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Y will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner grandparent, grandchild, or sibling) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Service member" (Military Caregiver Leave).

#### *Definitions*

- **"Child,"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, and for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

- **"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Covered Service member"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- **"Spouse"** means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

- **“Key employee”** means a salaried Fed-FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee’s worksite at the time of the Fed-FMLA leave request.
- **“Serious health condition”** means an illness, injury, impairment or physical or mental condition that involves either:
  - » Inpatient care (including but not limited to substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
  - » Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
  - » A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
  - » Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
  - » Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
  - » A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer’s, a severe stroke and the terminal stages of a disease.
  - » Any period of absence to receive multiple treatments (including any period of recovery) by

a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

- **“Serious injury or illness”** in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered service member in the line of duty on active duty (or that preexisted the member’s active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, “serious injury or illness” means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- **“Qualifying exigency”** for Fed-FMLA is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

#### *Length of Leave*

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable “12-month period” utilized by the Association is the rolling 12-month period measured backward from the date an employee uses their FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined

leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the employee’s first use of such leave and ends 12 months after that date.

If both spouses work for the Y and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

When CFRA leave is for the birth or placement of a child and both parents work for the Y, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child’s birth or placement.

To the extent required by law, leave beyond an employee’s FMLA Leave entitlement will be granted when the leave is necessitated by an employee’s work-related injury or illness, a pregnancy-related disability or a “disability” as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee’s serious health condition, which also constitutes a “disability” under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Y will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

#### *Intermittent or Reduced Schedule Leave*

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee’s normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee’s child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Y’s operations. Please contact Human Resources prior

to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee’s CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee’s CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Association will grant a request for CFRA leave lasting less than two weeks’ twice during the 12 week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to the Human Resources Department and will be considered on a case-by-case basis depending on the needs of the Association. If the request is granted, the Association may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

#### **Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements**

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days’ advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Y’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave,



an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);

- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from Human Resources. At the Y's expense, we may require a second or third medical opinion regarding the employee's own serious health condition for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Y in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Y's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected.

#### *Recertification After Grant of Leave*

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Y may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Y may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Y receives information that casts doubt upon the employee's stated reason for the

absence. In addition, the Y may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Y will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition. If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

#### *Qualifying Exigency Leave Requirements*

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources

#### *Failure to Provide Notice or Certification and to Return From Leave*

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Y may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

#### *Compensation During Leave*

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Y's sponsored wage-replacement benefit programs. Employees may also choose to use accrued PTO and sick leave, to the extent permitted by law and the Y's policy. If employees elect to have payments of wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. 5The use of paid benefits will not extend the length of FMLA Leave.

### *Benefits During Leave*

The Y will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently, will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the Y will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Y may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

An employee's length of service will remain intact, but benefits such as PTO and sick leave may not accrue while on an unpaid FMLA Leave.

### *Job Reinstatement*

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Y may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Y will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or their position would have been eliminated even if they had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to

accommodate the employee absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

For Fed-FMLA purposes only, key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

### *Confidentiality*

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### *Fraudulent Use of FMLA Leave Prohibited*

An employee who fraudulently obtains FMLA Leave from the Y is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Y will take all available appropriate disciplinary action against an employee due to such fraud.

### *Nondiscrimination*

The Y takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that their Fed-FMLA or CFRA rights have been violated in any way, they should immediately report the matter to Human Resources.

### *Additional Documentation*

The Y's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees

may obtain a copy of the “Employee Rights and Responsibilities” notice from Human Resources or it can be found at the end of this Handbook.

Employees should contact Human Resources as to any Fed-FMLA or CFRA questions they may have.

### **Pregnancy-Related and/or Childbirth-Related Disability Leave and Accommodation**

#### *Pregnancy Disability Leave (PDL)*

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are “disabled by pregnancy” when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term “disabled” also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

#### *Pregnancy-Related and/or Childbirth-Related Disability Leave and Accommodation*

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are “affected by pregnancy” if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Y will provide a temporary transfer to a less—strenuous or—hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- They request a transfer or other accommodation;
- The request is based upon the certification of their health care provider as “medically advisable”; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Y will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include:

(1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Y will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee’s four-month leave entitlement.

#### *Advance Notice and Medical Certification*

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Y with:

- 30 days’ advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Y may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Y with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

#### *Duration*

The Y will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee’s health care provider.

The Y may require an employee to temporarily transfer to an available alternative position to meet the medical need

of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer or other accommodation will depend upon the period of time for which it is medically advisable.

### *Benefits*

The Y will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA), the Y will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Y may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following their pregnancy disability leave for reasons other than taking additional leave afforded by law or Y policy or not returning due to circumstances beyond the employee's control.

### *Integration With Other Benefits*

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued PTO, sick leave, or other paid time off benefits during the unpaid leave of absence, if applicable. However, use of PTO, sick leave, or other paid time off benefits will not extend the available leave of absence time. Sick, PTO, and other paid leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting PTO, sick leave, or other paid time off for unpaid leave.

Any State Disability Insurance for which employees are eligible may be integrated with accrued PTO, sick leave,

or other paid time off benefits so that they do not receive more than 100 percent of their regular pay.

### *Reinstatement*

If the employee and the Y have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if they notify the Y that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after they notify the Y of their readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Y will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

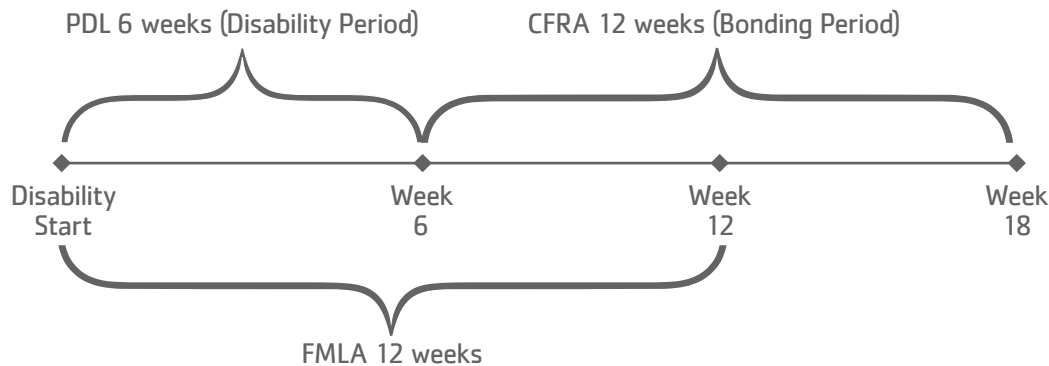
The Y will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

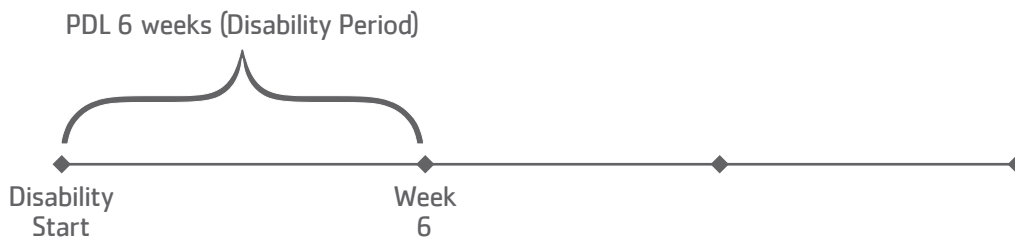
### Examples of Duration of Pregnancy Leaves:

Please note that these are generalized examples only that are not specific or exact, and all staff should consult with the Human Resources Department to clarify your personal situation.

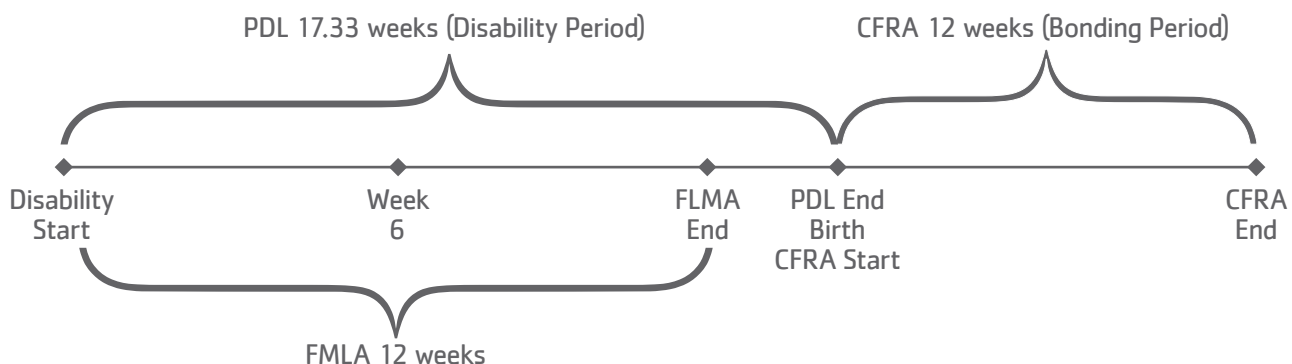
#### EXAMPLE 1 – 6 weeks disability, 12 weeks bonding for employee eligible for PDL, FMLA, CFRA



#### EXAMPLE 2 – 6 weeks disability only for those eligible for PDL, but not FMLA or CFRA



#### EXAMPLE 3 – 17.33 weeks disability, 12 weeks bonding for employee eligible for PDL, FMLA, CFRA



### Paid Family Leave

Employees can receive benefits to replace a portion of their lost wages for time they take off work for the following reasons:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee; or
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care.

- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces.

PFL does not create a right to take a leave of absence. Please refer to the sections on FMLA, CFRA and PDL to determine eligibility for a leave of absence. Rather, it is a source of wage replacement. The PFL fund is administered by the California Employment Development Department (EDD), not the YMCA. This means that employees apply to the EDD to receive this benefit. The EDD will provide eligible employees with a wage supplement for a maximum of eight weeks within a rolling 12-month period.



## Additional Leaves of Absence

Employees may also be eligible for the following additional leaves of absence (some of which are discussed below). Please contact Human Resources if you would like more information.

- Family Military Leave
- School Discipline Leave
- Bone Marrow Donor Leave
- Organ Donor Leave
- Emergency Responder Leave
- Civil Air Patrol Leave
- Crime Victim Leave
- Leave to Attend Judicial Proceedings for Certain Felonies
- Leave to Attend Court Proceedings for Serious Crimes
- Election Officer Leave

## Personal Leave of Absence

When eligible employees have personal needs requiring an extended absence from work duties that are not medical in nature, the Y will consider whether to grant a leave of absence to accommodate the employee, and if so, the duration of the leave. The maximum duration of leave for most purposes is three (3) months, except where specified below. The Y, in its sole discretion, can deny any request for a leave of absence that would negatively affect program needs, unless otherwise specified by the law.

Employment will continue during the leave and the employee's anniversary date will remain unaffected. If the employee takes leave during the introductory period, the remaining portion of the introductory period must be completed upon return from leave.

All leaves of absence are unpaid, unless specifically provided otherwise in this policy. Employees are **required** to use any accrued PTO prior to taking unpaid leave. During a personal leave of absence employee benefits are suspended. Paid time-off cannot be accrued while on a personal leave of absence, nor is holiday pay earned if the leave overlaps a Y holiday.

Request for a Personal Leave of Absence will be granted only under the following conditions:

- The employee intends to return to the Y at the end of the leave of absence.
- The period granted for a leave of absence is up to three (3) months, unless otherwise required by law. With prior approval and in the Y's sole discretion, the leave may be extended an additional three (3) months when the initial period has expired. An employee's employment

terminates if the leave of absence exceeds one (1) year, unless otherwise prohibited by law.

- The branch Executive Director and Human Resources department must approve leaves of absence.

Except where reinstatement is required by law, the Y cannot guarantee reinstatement of employment for any individual returning even from an approved personal leave of absence. Many times, circumstances do not allow returning to the same position the employee has left or immediate placement in another position. In the event no vacancy is available at the time of return from a leave, the first available opening will be offered to the employee, provided the employee is qualified for the position. If no suitable opening occurs within one (1) month, then the employment will be terminated with complete eligibility to be rehired.

### *Reasons for Leave Request*

When requests for leaves of absence not required by law are made, the YMCA will consider them based on the following guidelines:

- Reason for the request
- Available coverage for the employee's duties
- Length of service
- Performance and lack of disciplinary action
- Responsibility level
- Length of advance notice by the employee
- Impact of the absence on the Association's operations

### *Employee Obligations*

The employee must submit a written request for a Personal Leave of Absence as soon as the need for time-off becomes clear. For extensions, the written request must be received by the Association in advance of the original ending date for the leave. Extensions are not guaranteed.

During the leave of absence, the employee must notify the Association immediately of any change in address or telephone number or change in dependent status, which may affect benefits.

An employee may not accept other employment as an employee, volunteer, independent contractor or consultant during the leave that conflicts with the reason for the leave, unless pre-approved by the branch Executive Director and Chief Human Resources Officer; otherwise the employee will be terminated immediately, unless otherwise required by law.

The employee should contact their supervisor in advance of returning to work, not only as a courtesy, but also to

make specific arrangements about the job assignment to which the employee will return, and to determine whether such an assignment exists. If an employee does not return to work on the next workday following expiration of the leave, the Association will assume that the employee has voluntarily terminated employment.

#### *Benefits During a Personal Leave of Absence*

Unless otherwise stated, the following paid time-off benefits for full-time employees cease during a leave of absence: holiday pay, floating holidays, sick leave accrual, and PTO accrual.

The following health benefits will only continue through the end of the first month of personal leave: long-term disability, accidental death & dismemberment coverage, health coverage, dental coverage and dependent insurance coverage. (Please note that this does not apply to medical leaves. Please refer to the prior sections for benefit status for a medical leave.) The employee may continue health insurance coverage at their own expense under COBRA. A COBRA notice will be sent to your home after the termination of benefits. You may continue your benefits by paying the full costs of coverage through the COBRA administrator. If you have questions, please contact the Human Resources Department.

#### **Medical Leave**

If an employee believes they need a medical leave of absence, the employee should contact the Human Resources Department to request one. The length of any medical leave, reinstatement following a leave and continuation of benefits are all determinations made in accordance with applicable law and the Association will comply with all applicable reasonable accommodation requirements. The Association reserves the right to request supporting medical documentation.

#### **Bereavement Leave**

Leave with pay of up to three (3) days for death in the immediate family will be determined by the appropriate executive on the basis of individual circumstances; days beyond three (3) will be approved at the discretion of the Branch executive and considered a leave of absence. Members of the immediate family are defined as:

- Spouse/Domestic Partner
- Children, Step-Children and Grandchildren
- Parents, Step-Parents, Mother-in-law and Father-in-law
- Siblings including Step-Brothers and Sisters
- Grandparents or Legal Guardians

#### **School or Child Care Activities Leave**

An employee who is a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten or grades one through 12 may take up to 40 hours of leave per school year to participate in any of the following:

- Finding, enrolling or re-enrolling the child in a school or with a licensed child care provider;
- Participating in school or child care-related activities; or
- Addressing a child care provider or school emergency.

“Parent” includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand in loco parentis (in place of a parent) to a child.

Time off for reasons other than a child care provider or school emergency is limited to eight hours per calendar month. Child care provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or child care provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their supervisor. Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor as soon as practicable.

The Y may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for the Y, only one parent—the first to provide notice – may take the time off, unless the Y approves both parents taking time off simultaneously.

Employees must substitute any existing PTO time for any part of this leave. Employees who do not have PTO time available will be allowed time off without pay.



## **School Discipline Leave**

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off to attend a school conference involving the possible suspension of their child.

To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice that their appearance at the school has been requested.

The Y may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave may utilize their existing PTO time or other accrued paid time off.

School visits for other purposes may be covered under the Y's School or Child Care Activities Leave policy.

## **Military Leave**

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly referred to as USERRA. This policy first discusses military leave under USERRA and then describes additional military leave rights provided under California law.

If an employee plans to request leave based on military service, they should contact for information on any additional rights or requirements, if applicable, under state law.

### *Eligibility for Leave—USERRA*

The Y provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, absence from work for

an examination to determine fitness for such duty and absence to perform funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

### *Notice of Leave—USERRA*

Advance notice of leave is required, preferably in writing, unless giving notice is impossible or unreasonable or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

### *Compensation and Benefits During Leave—USERRA*

Accrued, unused PTO or paid time off (PTO) will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense for up to 24 months or during the remaining period of service, whichever is shorter.

### *Reinstatement—USERRA*

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed their service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled workday following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days, must apply for reemployment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for reemployment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Y will provide training to assist the employee in the transition back to the workforce.

PTO benefits do not continue to accrue during a military leave of absence. An employee returning from military

leave is entitled to any unused, accrued PTO benefits the employee had at the time the military leave began minus any PTO benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue PTO benefits at the rate they would have attained if no military leave had been taken.

#### *California Military Leave*

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard or Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the employee is ordered to duty or training for 2 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the national guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which they serve in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, they made application for reemployment within 40 days of being

released from service; if the employee left part-time employment, they made application for reemployment within five days of being released from service; and

- The employee's position was not temporary.

For one year following reemployment, the Y will not discharge the employee without cause.

The Y will not discriminate against members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, the Y will not hinder or prevent the employee from performing that service.

#### **Process for Requesting Leaves of Absence**

Emergencies happen. We understand that the unexpected can happen to any of us. Please do your best in a difficult situation to communicate with your supervisor as soon as possible. We will send you information to clearly communicate all your rights to a leave.

Step #1: Communicate with your supervisor or program director regarding your leave as soon as you are aware of its likelihood. When the leave is foreseeable, notice should be given within 30 days, or as soon as possible.

Step #2: Determine, as specifically as you are able, the start and duration of your leave.

Step #3: Procure appropriate documentation\*. If the leave is medical, the documentation is certification from the appropriate healthcare provider. If the leave is non-medical, a request in writing for the desired leave should be submitted.

Step #4: Call the Human Resources Department to inform them of your leave. They will provide you with more information, and assist you in the specific nature of your leave.

\*Your privacy is important to us. When requesting a medical leave, you should not disclose specifics of your medical condition or that of a family member you may be caring for. We only need to know that a healthcare provider is authorizing your treatment and disability leave or that a healthcare provider is indicating you are providing necessary care for your family member. The notification must be in writing from the healthcare provider.

The Genetic Information Nondiscrimination Act of 2008 (GINA), as well as the California Genetic Information Nondiscrimination Act of 2011 (CalGINA), prohibit

employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by these laws.

GINA permits employers to request an employee's family medical history, which is one form of genetic information, when an employee requests leave to care for the serious health condition of a family member. "Family medical history" includes information about the manifestation of disease or disorder in the family member who is the subject of this certification. Accordingly, employees and their healthcare providers may provide the Association with such information to the extent necessary to certify an employee's need for leave. However, employees and their healthcare providers should not provide any other type of genetic information as defined by GINA, which would include the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. "Genetic information" does not include information about the individual's sex or age.

## L. Y MEMBERSHIP

You are encouraged to participate in YMCA programs and to use facilities and equipment. However, you should keep in mind the priority the YMCA places upon providing quality service to members. Therefore, as a courtesy to members, employees are expected to be sensitive to waiting members (e.g., relinquish a weight machine or lap swim lane if there are waiting members). Individual branches may choose to limit staff usage of facilities during prime time. You should check with the branch you are using for any limits they may have.

Full-time and part-time staff will be granted facility membership at the YMCA of the East Bay and can visit any Y in Northern California.

- Families of full-time staff will also be granted facility membership. Families are defined as one additional adult and all dependents under the age of 18 who reside at the same address of the full-time staff member.
- Part-time staff may upgrade to full family membership at the YMCA of the East Bay by paying the difference between an individual membership and a family membership. No joining fee will be charged.

- The YMCA offers program/class fees at the member program rate.
- As full facility members, staff have guest privileges according to the branch policy.
- Temporary/Seasonal employees receive membership privileges.
- On Call employees do not receive membership privileges.
- Staff who are eligible may be granted scholarships in the same manner as any other member.

## M. USE OF Y FACILITIES

We encourage our staff to use the programs and facilities of the Y. We hope to support your efforts to improve the health of you and your family. Just like every member of Y facility, staff are required to sign and abide by our Code of Conduct.

Personal fitness is a major emphasis of the Association, and we believe you should be able to exercise before or after your work time or during off-the-clock lunch breaks. Using the YMCA facilities is limited to normal operating hours of the facility. Exercising at the YMCA needs to be in accordance with the Association's safety policies. Injuries or accidents incurred during time off-duty are not considered work-related injuries and will not be covered by Workers' Compensation insurance.

When you use a Y facility, we ask that you refrain from wearing staff uniforms or clothing. When a member has a question or a concern, we want to make sure that you are free from interruption and that they are getting help from the person who is most able to assist them.

## N. CHILD CARE/DEPENDENTS IN THE WORKPLACE

The YMCA of the East Bay is committed to building strong kids, strong families, and strong communities. This policy promotes a family-friendly workplace, supports career/home balance, and encourages responsible caring for dependents of all ages.

The Association does not allow employees to bring their dependents into the workplace to care for them while working. The Association provides support to employees with dependents in the following ways:

1. Providing access to our Employee Life Assistance Program, which can assist in referrals for day-care and elder care resources. More information about our Employee Life Assistance Program can be found on page 50.

2. Use of unpaid family medical leave in case of illness of child or family members, in accordance with state and federal guidelines.
3. Flexible schedules for breastfeeding/bonding at private child-care site locations.
4. Flexible schedules to pump breast milk as needed.

#### *Childwatch Procedures*

To support the relationship between children and parents, the YMCA of the East Bay provides Childwatch services to staff with age-appropriate dependent children when Childwatch capacity allows. Children are provided with positive social experiences. Childwatch is a safe, convenient program provided at health and fitness branches. Childwatch services are available during the hours determined by each branch. Please see your branch's policy for specific information.

1. Because members' children are given priority placement, available space cannot be assured for the children of staff.
2. Staff using Childwatch services while using the Branch facility for personal use during non-work hours must abide by Branch fee and schedule guidelines.
3. When children of staff are participating in the Childwatch program, staff must remain on the same premises.
4. Staff must abide by all health and safety parent responsibilities that are outlined in the Branch guidelines for members (Liability Waiver form, Medical and Safety cards, Health and Behavioral guidelines).

## **O. LIFE ASSISTANCE PROGRAM**

### **Need Help?**

Life can be difficult. Everyone has times—personal and professional—when they feel burdened and overwhelmed. In such times, please remember that the YMCA offers a Life Assistance Program at no cost to all employees. The program offers confidential services designed to help employees reduce stress, balance work and family responsibilities and improve their quality of life. With just one phone call—or a click of the mouse—you can start to gain perspective, peace of mind, and a renewed sense of

possibility and purpose. Please contact Human Resources if you need more detailed information. The benefit can be accessed by phoning 800-538-3543 or at [www.cignabehavioral.com/cqi](http://www.cignabehavioral.com/cqi).

Below is an overview of the services that they provide:

- 24-hour/365-day live phone access, crisis intervention and phone consultation with licensed behavioral health clinicians
- Referrals for up to 3 free, face-to-face counseling visits for behavioral issues
- Referrals to community resources for localized support
- Consultation and referrals for work-related issues, including coping with work stress, working with difficult people, time management, and talking with your supervisor
- An online resource library with a variety of health and emotional well-being content, as well as interactive tools, and behavioral health providers search capabilities
- Healthy Rewards program, with discounts (up to 60%) on a range of complementary and alternative care services and products
- Comprehensive life events services that provide information, research, and qualified referrals on an extensive range of topics to help you balance work and life responsibilities

OUSD CERTIFICATE OF LIABILITY INSURANCE



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/1/2020

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

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

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., # 0726293 1255 Battery Street #450 San Francisco CA 94111		<b>CONTACT</b> NAME: Ciera Cozey PHONE (A/C No. Ext): 415-536-4057 FAX (A/C No.): 415-536-5743 E-MAIL ADDRESS: Ciera_Cosey@ajg.com	
<b>INSURED</b> YMCA of the East Bay aka YMCA of the Central Bay Area 2330 Broadway Oakland CA 94612-2415		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> NOVA Casualty Company	
		<b>INSURER B:</b> Cypress Insurance Company (CA)	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 42552	

**COVERAGES**

**CERTIFICATE NUMBER:** 745825956

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CFY-ML-10000016-03	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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		CFY-AU-10000013-03	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. Deduct-\$100 \$ Coll \$1000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CFY-UM-10000013-03	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	YMWVC101829	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional		CFY-ML-10000016-03	7/1/2020	7/1/2021	Per Occurrence Aggregate \$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: OUSD, West Oakland Middle School & Piedmont Elementary School are an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

**CERTIFICATE HOLDER**

**CANCELLATION**

Oakland Unified School District 1000 Broadway, Suite 440 Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**  
Paragraph 2. **Exclusions** is amended as follows:

**1. EXPECTED OR INTENDED INJURY EXTENSION**

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

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

**2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.  
b. This exception provision does not apply if the chartered aircraft is owned by any insured.  
c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

**3. NON OWNED WATERCRAFT EXTENSION**

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and  
(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

**4. PROPERTY SOLD OR ABANDONED BY YOU**

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

**5. DAMAGE TO PREMISES RENTED TO YOU**

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or  
(2) The amount shown on the Declarations for Damage To Premises Rented To You.

**6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

## COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

**b. The following is added to SECTION III – LIMITS OF INSURANCE:**

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

**7. Paragraph 2. Exclusions is amended to add the following exclusion:**

**Willful Violation Of A Penal Code Or Statute**

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,**

Paragraph 2. Exclusions is amended as follows:

**1. Subparagraph a. Knowing Violation Of Rights Of Another** is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

**2. Subparagraph e. Contractual Liability** is deleted and replaced by the following:

- e.** Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

**C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:**

- 1.** The limit in subparagraph **b.** is increased to \$2,500.
- 2.** The limit in subparagraph **d.** is increased to \$500 a day.

**D. ADDITIONAL INSURED**

**1. SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

- a.** This endorsement applies only if the written contract or written agreement is:

- (1)** Currently in effect or becomes effective during the term of this Policy; and
- (2)** Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

- b.** The insurance afforded to such additional insured only:

- (1)** Applies to the extent permitted by law; and
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**2. The insurance provided to the additional insured by this endorsement applies as follows:**

- a.** The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1)** In connection with your premises owned by or rented to you; or
- (2)** In the performance of your ongoing operations.

- b.** If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:



## COMMERCIAL GENERAL LIABILITY

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Supervisory, inspection or engineering services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
  - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
    - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
    - (2) The construction, erection or removal of elevators; or
    - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
  - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
    - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
  - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

    - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
  - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
  - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

    - (1) Any "occurrence" that takes place after you cease to lease that land; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
  - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
  - j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
    - (1) Their financial control of you; or
    - (2) Premises they own, maintain or control while you lease or occupy those premises.
    - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

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

## COMMERCIAL GENERAL LIABILITY

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

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

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. ADDITIONAL INSUREDS does not apply to such person(s) or organization(s).

6. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

### E. SECTION II - WHO IS AN INSURED is amended as follows:

#### 1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

## COMMERCIAL GENERAL LIABILITY

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

### 2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

### 3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
  - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
  - (2) When acting within the scope of their employment by you.Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
  - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
  - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

### 4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

## F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

### 1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

COMMERCIAL GENERAL LIABILITY

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

**2. FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

**3. SPECIAL EVENT PREMIUM RATING**

The following is added:

**Special Event Premium Rating**

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

**4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**G. SECTION V – DEFINITIONS** is amended as follows:

**1. BODILY INJURY**

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2. PERSONAL AND ADVERTISING INJURY**

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
  - i. Any insured; or
  - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

ruling;

(d) Not arising out of any "advertisement" by the insured.

**3. INSURED CONTRACT**

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. PRODUCTS-COMPLETED OPERATIONS HAZARD**

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

**The following definitions are added:**

5. "Discrimination" means:

- a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
- b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.



## 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 ASEP and 21<sup>st</sup> 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

## [OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT](#)

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

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

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

**Signature**

6/30/2021

**Date**

Audi Huang, Executive Director (YMCA Teen Center)

**Name and Title of Signatory**

YMCA of the EAST BAY

**Name of Organization**

## APPENDIX V: Appeals Process for Applicants

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

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

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

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

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

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