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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 25, 2025

**Subject** Expanded Learning Programs After School Program Master Contract 2025-2028 with Safe Passages

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**Ask of the Board** XXApprove After School Master Contract  
☐ 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 thirteen OUSD school sites listed in Exhibit A.*

**Term** Start Date: 7/1/25 End Date: 7/31/28

**Not-To-Exceed Amount** \$19,765,831.77

**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 \$4,425,751.77; Resource 4124 – 21<sup>st</sup> Century Program in the amount of \$3,190,080.00; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$12,150,000.00*

**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 general purpose of the 21st Century Community Learning Centers (21st CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code section 8421 further defines the purpose of the 21st Century High School After School Safety and Enrichment for Teens (ASSETS) program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.*

*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 issuance of contracts for after school programs and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office. The school Principal and their team have selected this agency from a list of approved lead agency partners.*

**Attachment(s)**

- Expanded Learning Programs After School Program Master Contract 2025-2028 with Safe Passages
- Request for Proposal #24-148ExLO and Vendor Bid Materials

**Expanded Learning Programs  
After School Program Master Contract 2025-2028  
Between Oakland Unified School District and**

Safe Passages

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1. **Intent.** This Master Contract 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 Safe Passages ("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 Master Contract 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, 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 exceeding 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 Master Contract 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 Master Contract.** The term of this Master Contract shall be July 1, 2025, through July 31, 2028.
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. **Average Daily Attendance Requirement.** In the event, an AGENCY fails to achieve 86 percent of their annual attendance target in any given calendar year (EC Section 8483.7[a][1][D]), AGENCY will be placed on probation from (January-May). If AGENCY is unable to meet compliance deliverables to improve ADA, AGENCY's contract will be assessed to determine capacity to continue serving as the expanded learning provider at the school site.

July-Dec: Capacity building, site work to increase ADA compliance

Jan-May: Assessment Period, sites will review ADA to comply with 86% ADA requirements. Sites that fall below expectations, tier 2 supports will be implemented.

Aug-Dec: Intensive Supports, sites falling below 86% ADA, intensive tier3 supports will be implemented.

Jan-May: Transition

5.5. **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.

5.6. **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.

5.7. Alignment with OUSD's initiatives: (Creating Joyful Spaces) - Complaints, safety, lack of inclusion. (compromises district initiatives) \_moving from approved to conditional. What does High Quality look like. Observations look like?

6. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after-school grant funds and subject to grant funding levels, the ASES, 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 Master Contract is \$ 19,765,831.77 . 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 Master Contract 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 Master Contract requirements, accurate attendance reporting, fiscal invoicing, full participation at OUSD required meetings, training, and in continuous quality improvement efforts. Falsification of attendance or any compliance documents will result in the termination of the contract.

6.2. **Positive Attendance.** Payment for services rendered related to the ASES, 21st CCLC, ASSETS, and ELO-P grants shall be based on actual student attendance rates (\$10.18 a day per student through ASES, 21st CCLC, ASSETS, and ELO-P.), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.18 a day for ASES, 21st CCLC, ASSETS, and ELO-P per student. Documentation of attendance must be submitted through the OUSD's Aeries student information system in order for invoices for payment of services for the ASES, 21st CCLC, ASSETS, and ELO-P grants to be processed. Attendance is due by the 10th day of the following month. In the event that any school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), and AGENCY provides programming remotely pursuant to Section 7.4.5 of this MOU, AGENCY shall calculate attendance based on student participation in AGENCY's remote programming.

6.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on a quarterly review of monthly invoices and attendance for services rendered related to the ASES, 21ST CCLC (Core Grant), ASSETS, and ELO-P for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of an additional payment or 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.** The 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 ASES, ELO-P, 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 5% 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 10% ELO-P grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASES, ELO-P, 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 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. Site Coordinator.** (Per EC Section 8483.9(c)), the cost of a program Site Coordinator may be included as direct service provided that at least 85 percent of the Site Coordinator's time is spent at the program site.

**6.7. 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, that 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.

**6.8. 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 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 the OUSD After-School Program Office for CDE reporting. (EC 8482.6)

**7. Services.** AGENCY will serve as the 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 years 2025-2026- through 2027-2028. This shall include the following required activities:

**7.1. Student Outcomes.** AGENCY shall achieve the student outcomes 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. (EC 8483.3[c][5], 8483.3[c][6])

**7.2.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. (EC 8483.3[c][5], 8483.3[c][6])

**7.3.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. (EC8483.3[c][6])

**7.4. 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 a 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, and 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.

**7.5.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. OUSD’s Expanded Learning Office will monitor all compliance requirements and provide regular supervision of sites at its discretion. AGENCY will provide all necessary documents within 48 hours of written request by OUSD.

**7.6.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.

## **7.7.Program Requirements**

**7.7.1. Program Hours.** The program shall be offered Monday through Friday, every regular school day annually (EC Section 8483[a][1]), commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily.(EC 8483[a][1]), EC Section 8483[a][1][A][i]). Instructional activities must include a balance of both academic, enrichment/recreation, and physical components (EC Section 8483.3[c][5]). ELO-P funding can be used to support intercession programming and before-school care. AGENCY will ensure expanded learning programs commence at full capacity on the first day of school and conclude on the last day of school.

- 7.7.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2025–2026 through the 2027-2028 school years (EC Section 8483[a][1]). AGENCY will close the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2025-2026 through the 2027-2028 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. AGENCY can not utilize ASES/21<sup>st</sup>CCLC/ASSETS/ELO-P professional development days during the first week of school.
- 7.7.3. **Program Staffing.** AGENCY agrees to ensure each school site is fully staffed (lead agency staff and/or subcontractors) and able to provide comprehensive programming to 86% of the grants ADA requirement commencing on the first day of school and continuing through the last day. AGENCY will ensure staff are clearly identifiable. Site coordinator salary is considered direct service and the Site coordinator must be on campus at least 85% of the time (8483.9[c]). AGENCY will provide staff with training and development (EC Section 8483.3[c][4]) to ensure high quality programming. Selection of the Site Coordinator is subject to the approval of the school site principal (EC Section 8483.4)
- 7.7.4. **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. (EC 8482.3[c][1][A], 8482.3[f][6], 8483.3[c][1])
  - **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. (EC 8482.3[c][1][B], 8482.3[f][6], 8483.3[c][2]) 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. (EC 8483.3[c][7])
  - **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. (EC Section 8482.3[c][1][A])
  - **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.

- **Tk-6 school sites that receive ELO Program** funding are required to offer the ELO Program to all TK/K-6 classroom-based pupils and provide program access to any TK/K-6 classroom-based pupils upon parent/guardian request. (46120(d)(1)(B) or 46120(d)(4)). TK is not optional and is included in the requirement because TK is operated as a program within Kindergarten.

7.7.4.1. **Super Snacks/Snack/Supper/Beverages:** AGENCY shall meet Federal and State meal and snack requirements (8482.3[d][1], 8482.3[d][2], 8483.3[c][8]) and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:

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

7.7.4.1.2. 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;

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

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

7.7.4.1.5. Provide annual training to AGENCY.

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

7.7.4.2.1. 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;

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

7.7.4.2.3. Ensure meal count is accurate;

7.7.4.2.4. Submit completed MPW to cafeteria staff by the next business day;

7.7.4.2.5. Return leftovers to the cafeteria;

7.7.4.2.6. Ensure that only students are served and receive food from the program;

7.7.4.2.7. Ensure that meals are not removed from campus

7.7.4.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

7.7.4.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.

7.7.4.3.1. MPW not completed and submitted by the next business day;

7.7.4.3.2. Super Snacks and Snacks are ordered and not picked up

7.7.4.4. 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 2024-2025 school year are below; these amounts may change throughout the life of the agreement.

7.7.4.4.1. Super Snack: \$3.66

7.7.4.4.2. Supper: \$3.66

7.7.4.5. 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.

7.7.4.6. 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.

7.7.5. **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. (EC Section 8483.4)

7.7.6. **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.

7.8. **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:

7.8.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:

- Financial reports
- Activity reports
- Attendance reports
- Outcomes reports: behavioral and academic
- Staff qualifications

7.8.2. **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. (EC 8482.3[f][10][A], 8484[a][1][A])

7.8.3. **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 OUSD enrollment packet, in advance of distribution.

7.9. **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. (EC 8483.3[c][3])

7.10. AGENCY shall register with and maintain current information within OUSD's Community Partners Database, unless OUSD communicates to AGENCY in writing otherwise, based on OUSD's determination that the services are not related to community schools outcomes. If/when agency programs and school sites change (mid-year or subsequent years), AGENCY shall promptly update the information in the database.

7.11. **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.

7.12. **AGENCY shall comply with all applicable California and Federal laws,** regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plan Law), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The AGENCY shall ensure that all activities and services conducted under this Agreement are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the AGENCY or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this Agreement.

7.12.1. **OAKLAND UNIFIED SCHOOL DISTRICT will not tolerate workplace violence** and is committed to maintaining a safe workplace for all employees, supervisors, managers, vendors, contractors, and visitors. The workplace is defined as any time or place when on School District business, at a School District sponsored event, or if the conduct has an impact on the workplace, regardless of where the conduct occurs. Prohibited actions include, but are not limited to, the following types of behaviors:

- Striking, punching, slapping, or assaulting another person
- Throwing or kicking objects
- Direct or implied threat to do harm to a person or to a property
- Threatening or intimidating communications or gestures
- Expression of a plan to hurt self/others
- Possession of a dangerous, deadly weapon (including imitation weapons) at the workplace, unless an employee has been authorized in advance
- Inappropriate behavior, statements, or actions that could reasonably be perceived as aggressive, threatening, or violent.

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

7.13.1. 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.

7.13.2. AGENCY will provide adaptive programming to support all OUSD students needs within **reasonable accommodations**. AGENCY will provide a welcoming environment to students who are physically, racially, ethnically, linguistically, and neurologically diverse to participate in expanded learning programs. Students with Individualized Education Programs (IEPs) or Section 504 Accommodation Plans (504s) are encouraged to enroll in expanded learning, including after-school programming. OUSD will assess and provide additional support to a school site to ensure reasonable accommodations are met.

7.14. **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

7.15. **AGENCY will ensure staff is trained by an OUSD nurse to provide emergency medication** for students with conditions such as asthma (albuterol inhaler), diabetes (glucagon, baqsimi (nasal spray)), severe allergies (Epi-pen), seizures (nayzilam, valtoco (nasal spray)), and any other condition where an emergency medication is prescribed which can be administered by trained staff in an emergency. This includes Non-emergency medication: ADHD medication, Benadryl, and Tylenol.

7.15.1.1. Epi-Pen Medication Overview:

- Epinephrine is the medication used in a severe allergic reaction. Epinephrine will open the airways and increase circulation.
- Pre-measured doses of the medication are placed into auto-injectors or EpiPens.
- It is safe to give epinephrine even if there is not a reaction.
- The sooner it is given; epinephrine is more likely to reduce the chance of death.
- Students given epinephrine must go to the hospital for observation.

7.15.2. **OUSD will be responsible via a School Nurse to monitor school district medication** administration practices for compliance with established policies and procedures. This will include providing training to assigned staff in the appropriate administration of medication aligned with the school district policy and procedure, and maintain student medication records confidentiality.

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

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

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

7.18. **Transportation of Students.** AGENCY will ensure student safety by ensuring a policy that requires staff to have the necessary insurance coverage under section 8.3.8 to drive students in their personal cars. In addition, AGENCY will need signed permission from the family.



- 7.19. 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.
- 7.20. Student Discipline & Due Process:** No student may be removed from participation in an after-school program operated by an Expanded Learning Lead Agency without due process. AGENCY must adhere to all applicable policies, procedures, and regulations governing student discipline to ensure fairness, equity, and transparency in decision-making.
- 7.20.1. Review and Determination by OUSD Expanded Learning Office (EXLO):** In the event that a student exhibits behavioral conduct that may warrant removal from the program, the Expanded Learning AGENCY must document all incidents, interventions, and attempts to support the student prior to any determination. Before taking any action to remove a student, the AGENCY shall submit a formal incident report and request for review to the OUSD Expanded Learning Office (EXLO).
- 7.20.2. Approval Prior to Removal:** The EXLO will conduct a comprehensive review of the reported behavioral conduct, including any mitigating circumstances, documented interventions, and student support strategies. The EXLO shall determine whether removal from the program is an appropriate and necessary action. No student shall be removed from participation unless and until the EXLO has vetted and approved such action in writing.
- 7.20.3. Interim Measures:** While awaiting EXLO review and approval, the AGENCY may implement temporary interventions, including but not limited to, behavior contracts, additional supervision, modified participation, or referrals to support services. However, an AGENCY may not enact a unilateral removal or exclusion of a student without following the due process outlined herein.
- 7.20.4. Notification & Appeal:** If removal is approved, the AGENCY must provide formal written notice to the student's parent/guardian, outlining the reasons for removal and any available appeal process. Appeals must be submitted in writing within 30 days to the EXLO office for reconsideration.
- 7.20.5. Non-Discrimination & Equity:** All decisions regarding student behavior and potential removal must be made in alignment with OUSD policies on equity, inclusion, and non-discrimination. No student shall be excluded from participation in the program based on race, gender, disability status, or other protected classifications.
- 7.20.6. Compliance & Accountability:** Failure to adhere to this process may result in corrective action against the Agency.
- 7.21. Equipment & Supply Inventory Management:** All equipment and supplies purchased for the Expanded Learning Program (ELP) using funding from the After School Education and Safety (ASES), Expanded Learning Opportunities Program (ELOP), After School Safety and Enrichment for Teens (ASSETs), or 21st Century Community Learning Centers (21st CCLC) grants remain the sole property of the Expanded Learning Program and do not belong to the Lead Agency. Lead Agencies are prohibited from repurposing, transferring, or claiming ownership of such equipment for any use outside the scope of the Expanded Learning Program.
- 7.21.1. Inventory & Documentation Requirements:** Lead Agencies are required to maintain an accurate, up-to-date inventory of all equipment and non-consumable supplies purchased with grant funds. The inventory shall include, at a minimum:
- Item description
  - Date of purchase
  - Cost of purchase
  - Serial number (if applicable)
  - Location of the item
  - Condition/status of the item

This inventory must be submitted to the OUSD Expanded Learning Office (EXLO) annually and made available upon request for audits or compliance reviews.

7.21.2. Use, Storage, & Maintenance: Equipment and Supplies must be used exclusively for Expanded Learning Program activities and stored securely at the designated program site(s). Lead Agencies are responsible for ensuring proper maintenance and safeguarding of all program-purchased equipment.

7.21.3. Transfer & Disposition of Equipment: If a Lead Agency discontinues its partnership with the Expanded Learning Program or ceases operations at a site, all purchased equipment and remaining non-consumable supplies must be returned to the OUSD Expanded Learning Office or transferred to a designated successor agency as determined by OUSD. The Lead Agency may not sell, repurpose, or otherwise reallocate equipment outside of these guidelines.

7.21.4. Compliance & Enforcement: Failure to comply with inventory management and equipment ownership requirements may result in financial liability, grant non-compliance, or termination of the MOU. The OUSD Expanded Learning Office reserves the right to conduct site visits, audits, and compliance checks to ensure adherence to these provisions.

## 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 (e.g. 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 (e.g.: 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**

8.4.2. 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

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

8.4.2.2. 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.

8.4.3. 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.

8.4.4. 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.

8.4.5. 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.

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

8.4.7. **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, 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 2025-2028 (EC 8482.3[f][5]). 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 through the Expanded Learning Office's Salesforce Database. 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, 21st CCLC, ASSETS, ELO-P grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASES, 21ST CCLC, ASSETS, and ELO-P grants, with a cumulative total for 2025-2028 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.

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 2025 - through the - 2028 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 EC 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. (EC 8483.4)
- 13.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff-to-student ratio (EC 8483.4) 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 G 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 settings.

- 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. An ACORD Sheet for Professional Liability or Corporal Punishment insurance: It should have minimum policy limits of \$1MM per occurrence and \$2MM aggregate;
- 15.3. Either one of these two types of coverage are acceptable - It should be on an ACORD Sheet: A) Improper Sexual Conduct & Physical Abuse Liability or B) Sexual Abuse & Molestation. It should have minimum policy limits of \$1MM per occurrence and \$2MM aggregate minimum
- 15.4. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 15.5. **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 Master Contract. 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). OUSD has the rights to update the insurance requirements and AGENCY must comply with the updated requirements. Failure to comply will result in the termination of contract.

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: General Counsel  
Site/Dept: OUSD Legal Department  
Address: 1011 Union Street, Site 946  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-5060  
Email: OUSDLegal@ousd.org

#### **AGENCY**

Name: Josefina Alvarado Mena  
Title: Chief Executive Officer  
Address: 1017 Clay Street  
City, ST Zip: Oakland, CA 94607  
Phone: 510-238-4914  
Email: jalvarado@safepassages.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 \$4,500 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/ELOP/ASSETS. All supplies purchased with grant funding remain the property of OUSD and must remain at the site (see section 7.21).
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	AGENCY
<input type="checkbox"/> President, Board of Education _____ Date _____	<div>Signed by: <u>Josefina Alvarado Mena</u> 5/21/2025</div> <div>Agency Signature _____ Date _____</div>
<input type="checkbox"/> State Administrator _____	<u>Josefina Alvarado Mena, Chief Executive Officer</u>
<input type="checkbox"/> Superintendent _____	Print Name, Title
Secretary, Board of Education _____ Date _____	<b>Attachments:</b>
<div>DocuSigned by: <u>Andrea Bustamante</u> 5/21/2025</div> <div>Executive Director _____ Date _____</div> <div>Community Schools and Student Services Dept.</div>	<ul style="list-style-type: none"><li>● <b>Exhibit A.</b> School Site List and Annual Grant Amounts</li><li>● <b>Exhibit B.</b> Scope of Work Template and Budget Tool Template</li><li>● <b>Exhibit C.</b> Procedure for Invoicing &amp; Attendance</li><li>● <b>Exhibit D.</b> Certificates of Insurance</li><li>● <b>Exhibit E.</b> Statement of Qualifications</li><li>● <b>Exhibit F.</b> Agency Letter</li><li>● <b>Exhibit G.</b> Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY</li></ul>
<div>Signed by: <u>Sandra Aguilera</u> 5/21/2025</div> <div>Chief Academic Officer _____ Date _____</div> <div>Continuous School Improvement</div>	Legislative File ID: <u>25-1228</u>
MOU template approved by OUSD Office of the General Counsel May 2025	

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 Total Annual Grant:
Chabot Elementary	266	\$750,000.00
Coliseum College Prep Academy	248	\$932,982.84
E. Oakland Pride Elementary	83	\$452,612.13
Emerson Elementary	83	\$452,612.13
Fruitvale Elementary	83	\$452,612.13
Glenview Elementary	83	\$552,612.13
Laurel Elementary	83	\$602,612.13
Madison Park Academy Primary	83	\$452,612.13
Manzanita SEED Elementary	83	\$552,612.13
McClymonds High	99	\$208,240.00
MetWest High	138	\$279,500.00
Oakland International High	138	\$279,500.00
United for Success Academy	147	\$620,102.84
	Total:	\$6,588,610.59

## Exhibit B

### Blank Template of PPT and Budget Tool

# INSERT HERE



## 25-26 OUSD Expanded Learning Programs - Program Planning Tool (PPT)

**2025-2026 ELEMENTARY/MIDDLE & HIGH**

Program Planning Tool Table of Contents			
Section		Purpose	Suggested Lead (Principal, Site Coordinator, Agency Director)
	School Site Information	Outlines vital programmatic info, including services, funding sources, and critical stakeholders.	Agency Director
	Program - Dates/Min Days	Identify program closure days for PD and clarify the minimum days for the school year.	Agency Director
	Program - Operations (attendance/staffing)	Outlines the attendance and enrollment goals for the program.	Agency Director
	Program Operations (Offering and Schedule, Sub-Contractors)	Description of program schedule and program offerings, including any subcontractors or community-based programs the after-school program will host.	Site Coordinator & Site Principal
	Program Model and Enrollment Process	Identifies program model and offerings, including intersession. It also includes an enrollment process and timeline.	Site Coordinator & Site Principal
	Inclusion	Describes State/Federal/OUSD's requirements for supporting all students.	Site Coordinator & Site Principal
	Program Components	Includes CDE-required program components and how the program will meet these ( <i>educational and literacy component, educational enrichment, physical activity, social-emotional learning, family engagement, and universal design</i> ).	Agency Director & Site Principal
	*Educational/Literacy		Agency Director & Site Principal
	*Social Emotional		Agency Director & Site Principal
	*Enrichment		Agency Director & Site Principal
	*Physical Activity		Agency Director & Site Principal
	*Family Engagement		Agency Director & Site Principal
	Continuous Quality Improvement		
	Facilities	Outlines which parts of the campus the Expanded Learning program will utilize, including UED programming.	Agency Director & Site Coordinator
	Campus Safety & Access	Includes safety agreements between the Lead Agency and the School Site, including a link to the safety plan	Agency Director & Site Principal
* Community School Managers and Quality Supports Coaches should be a part of the planning process.			

## SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION

School Site Information							
School Site Name:		School Type:		Tk Only Site			
Expanded Learning Lead Agency:				0	Elementary (TK-5)		
				0	Elementary/Middle (TK-8)		
				0	Middle (6-8)		
				0	High School (9-12)		
				0	Alternative High School		
				0	Continuation High School		
		0	Comprehensive High School				
			Please indicate which funding source(s) is allocated to your site:				
After-School Funding Source:			0	ASES			
			0	21st CCLC			
			0	ASSETS			
			0	Expanded Learning Opportunity Program (ELO-P)			
			0	Oakland Fund for Children and Youth (OFCY)			
			0	Program Fees			
			* Complete program budget is located in the site's <a href="#">Quip</a> program folder				
Program Model		Before School	0	After-School	0	Intersession	0
CDS Code: (This is a 14-digit code, search <a href="#">here</a> )							
Principal Name:			Principal Signature and date:				
Lead Agency Signatory Name:			Lead Agency Signature and date:				
Executive Director, Community Schools & Student Services:	Andrea Bustamante		Executive Director, CSSS Signature and date:				

## SECTION 2: PROGRAM OPERATIONS

PROGRAM DATES, MINIMUM DAYS & SCHEDULE
To be compliant with California Department of Education (CDE) 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.
Program Operations for the 2025-2026 school year. First Day: August 11, 2025 Last Day: May 28, 2026.
2025 UPDATED ED CODE:



<p>Per CDE Education Code Section 8483.7(c) allows programs to close for a <b><u>maximum of 3 days during a calendar year (not a school year)</u></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 agendas and staff sign-in sheets. <b>This should be uploaded no later than 5 business days after the closure day.</b></p> <p><b>Identify the three days</b> (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 2025).</p>				
1st:		2nd:		3rd:
ATTENDANCE, STAFFING, OUTREACH, AND RECRUITMENT				
<p><b>All programs serving students TK through 6th grade must be accessible to all students who need it.</b> All programs are required to meet their ASES and/or 21CCLC ADA or risk grant reductions in the following school year. Accordingly, it is important for site teams to work collaboratively with the lead agency to identify outreach strategies to eliminate waitlists.</p> <p>*Sites utilizing <b>ELO-Program funds must OFFER comprehensive after-school and intersessional Expanded Learning Opportunities to ALL <u>unduplicated pupils</u></b> in Transitional Kindergarten/Kindergarten through sixth grade (TK/K–6) classroom-based instructional programs starting in 2025–26. California Education Code (EC) Section 46120(a)(1).</p> <p>*ELO-Program must <b>prioritize enrollment for all <u>unduplicated pupils</u></b>.</p> <p>*Pupils that are <b>foster, unhoused, ELL and/or qualify for free and reduced-price meals cannot be charged fees.</b></p>				
<b>Enrollment Estimation:</b> 25 - 26 <i>(for the site's combined funding)</i> (ASES, 21CCLC, and ELOP)			<b>Average Daily Attendance:</b> CDE ADA Target (ASES, 21CCLC, ASSETs)	
<b>Staffing Estimations:</b> Review enrollment projections for the 2025-26 school year to identify staffing requirements. All staff should be reflected in the <a href="#">Quip Budget</a> - <a href="#">Allowable Expenses Crosswalk</a>				
Grade Levels Served and <a href="#">Enrollment Estimations</a> (Site-Based School Day Enrollment Data)				
<b>Grade Level</b>	<b>TK/K</b> 10:1 Student/Staff Ratio	<b>1st - 5th Grade</b> 20:1 Student/Staff Ratio	<b>6th-8th Grade</b> 20:1 Student/Staff Ratio	<b>9th-12th Grade</b> 20:1 Student/Staff Ratio
<b>Enrollment Estimation</b>				
<b>Staffing Targets</b> Based on the projected enrollment numbers				
<b>Teachers on ET</b> (not UED/QSC) <b>or</b> <b>OUSD STAFF OT</b>				
PROGRAM OFFERING, SAMPLE SCHEDULE, AND COMMUNITY-BASED PARTNERS (SUB-CONTRACTORS)				
0	The " <a href="#">Program Schedule</a> " has been completed and uploaded into the deliverables folder.			

0	Insert Link Here: {Ensure it is uploaded in your deliverable folder}		
	The program schedule should include: <ul style="list-style-type: none"> <li>a. Before care</li> <li>b. Class/Activity title, i.e., African Dance, Yoga - be specific</li> <li>c. Day and time program is being offered</li> </ul>		
	Use the <a href="#">attached template</a> to describe program components, then link them to this document. Use the drop-box option (a) CDE--academic, enrichment, physical activity to indicate the component your offering fits under.		
	<i>*In the fall, sites are required to resubmit updated program schedules. <b>This schedule should be clearly aligned with the supports identified in section 4.</b></i>		
Please list any community-based organizations/sub-contractors the site will partner with in the <b>2025-26 school year</b> . All Subcontractors should also be in the site's <a href="#">Quip Budget</a> - <a href="#">Allowable Expenses Crosswalk</a>			
	<b>Organization Name:</b> <i>Example: Jane's Cooking</i>	<b>Estimated Contract Amount</b>	<b>Who will manage the services:</b> <i>School Site - Lead Agency</i>
			<b>Who is paying the subcontractor?</b> (Lead Agency/School/ExLO)

SECTION 3: ENROLLMENT

ENROLLMENT PROCESS TO SERVE ALL STUDENTS	
ENROLLMENT PROCESS & TIMELINE	
<a href="#">Please use this template as an example.</a>	
<b>Upload Instructions:</b>  Please upload to your Program Plan Deliverables Folder. Please name your file in this format: SchoolName_EnrollmentTimeline.	
Please check the box below after completing the above instructions	
	The enrollment timeline has been uploaded to Google Drive Deliverables Program Plan folder.
Insert Link to Enrollment Timeline: _____	

SECTION 4: INCLUSION

INCLUSION - SUPPORTING ALL OUSD STUDENTS
*Please check all the boxes to demonstrate awareness and implementation of mandatory expectations.
<a href="#">Who can receive the Golden Ticket?</a>
Per federal statute, California Education Code, and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a <i>Golden Ticket</i> . Golden ticket students

get priority access into the after-school program. If a student/family indicates they have a Golden Ticket, the correct response is to enroll and admit them immediately. If you have any concerns regarding their status, reach out to your Expanded Learning Program Manager. Transitional students are by definition:
- Any OUSD student who is a homeless youth, as defined by the federal <b><i>*McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)</i></b> , 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. <b><i>*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)</i></b>
- 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
- OUSD's ExLO will also distribute Golden Tickets to students under special circumstances (Example: Emergency Transfers)
<b>0 The expanded learning lead agency is aware of and will implement the OUSD Golden Ticket Policy.</b>
<a href="#">Reasonable Accommodations Handout.</a> <a href="#">Expanded Learning Inclusion Policy</a>
<a href="#">Oakland School Board passed Resolution No. 2021-0159 in June 2021: Ensuring Access to Social-Emotional and Academic Supports for Students with Disabilities.</a>

## SECTION 5: PROGRAM COMPONENTS

### PROGRAM COMPONENTS (The descriptions below should reflect the 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 is 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.

#### 1) EDUCATIONAL COMPONENT

OUSD requires that part of your Educational Component focuses on Literacy and includes academic support in the core subject (language arts, math, history/social science, etc). Make sure to include how district literacy practices will be integrated.

- (i) Describe how the expanded learning program will provide the educational & literacy component.
- (ii) How are students building academic skills?
- (iii) How does the program align/supplement the school day priorities and curriculum?

Respond Below:

**2) How is social-emotional academic development being integrated? (Include specific strategies for creating a safe & supportive environment through encouragement and actively engaged learning.) (i.e., collaborative skills, self-management, responsible decision-making, etc.)**

Respond Below:

**3) Enrichment** Component that offers students engaging activities in various areas (fine arts, career technical

education, presentation, etc.)
How does the expanded learning program choose which educational enrichment activities are offered? <i>(Include specific strategies designed to foster <a href="#">skill-building youth voice and leadership</a>, and <a href="#">diversity, access and equity</a>.)</i>

Respond Below:

<b>4) Physical Activity</b> is an activity 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.)
CDE expects <b>Elementary</b> programs to offer 30-60 minutes of developmentally appropriate, <b>daily physical activity</b> (to help meet CDE recommendation of 30-60 daily minutes of moderate to vigorous physical activity for youth). <b>This is not ‘free play’ or recess.</b> (We understand Middle and High will vary based on sports programs and scheduling. Programs should provide a physical component to non athletes.)
Please explain how the expanded learning program will address physical activity in your program, including type, frequency, and target population. All students should have the opportunity for physical activity).
<ul style="list-style-type: none"> <li>· Plan and evaluate (review fitness test results, track minutes, etc.)</li> <li>· Include a variety of activities throughout the year</li> </ul>
Describe how the expanded learning program will provide <a href="#">structured physical activity</a> for all participants. <i>(Include specific strategies to promote <a href="#">healthy choices and behaviors</a>.)</i>

Respond Below:

<b>5) Family Engagement</b> that may include 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:

## SECTION 6: CONTINUOUS QUALITY IMPROVEMENT

SECTION 6: CONTINUOUS QUALITY IMPROVEMENT (Alignment with CDE)	
This cycle of improvement revolves around twelve critical standards—the <a href="#">Quality Standards for Expanded Learning in California</a> —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	
<b>Resources:</b>	
<a href="#">Definitions: CDE Quality Standards</a>	
<a href="#">Unpacked: CDE Quality Standards &amp; CQI Spectrum</a>	
<a href="#">Unpacked: CDE Quality Standards &amp; CQI Spectrum</a>	
<b>0</b>	<b><u>California Department of Education Quality Standards have been entered into the <a href="#">Google Form</a>.</u></b>
Identify a Point of Service Standard you want to work on next year based on your data from Public Profit and set a goal for your program.	

<b>Evaluation Data Point:</b>
<b>Point of Service Quality Standard:</b>
<b>Goal:</b>

## SECTION 7: FACILITIES

SECTION 8: Facilities			
(a)	Plan with the school site administrator which rooms and outside spaces the expanded learning program will use Monday - Friday from the start of the program to 6 pm. Make sure to include bathrooms and snack areas.		
(b)	Lead Agency Director, will go into the <a href="#">Facilitron website to complete facilities usage requests</a> no later than May 16, 2025. Visit the Facilitron website at: <a href="http://www.facilitron.com/dashboard/login">www.facilitron.com/dashboard/login</a>		
	*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.		
<b>0</b>	Lead Agency has reserved all facilities in Facilitron.	Date Entered into Facilitron	
Indoors (specify # of rooms) <i>i.e. 10 classrooms / 160 students</i>		Common spaces (specify space names) <i>i.e. Cafeteria, library, gym, large play yard, etc</i>	
# of classrooms	# of Students	Hours to be used	Which common spaces will your program use?

## SECTION 8: CAMPUS SAFETY AND ACCESS

Section 8: Campus Safety and Access	
Please collaborate with the school's administration team to come up with agreements around campus safety and facility entrances. Add a link to the OUSD protocol. <a href="#">OUSD School Administrator Guidance to Police-Free Response Protocol</a>	
Which entrances and exits will be open during the transition to afterschool?	
Once the transition has occurred, how can teachers or parents access the campus to leave or pick up students?	
In case of a lockdown or a secure school, does the site coordinator have access to keys they need to safely carry this out? What other adults on campus after school who should calibrate with afterschool for safety?	
<b>Stay Away Orders</b> The site principal will ensure communication between school day and	

after school regarding stay away orders. What is the process for the principal to inform the expanded learning site coordinator when a stay away order is implemented?	
Add a link to your 2025-2026 safety plan.	
<b>Indicate all actions that will occur to ensure after-school program safety and alignment with school day procedures for emergency preparedness and emergency response:</b>	
0	The Site Administrator and ExLO Site Coordinator will meet at beginning of the school year to update the Expanded Learning Safety Plan collaboratively.
0	The school site will share the Comprehensive School Site Safety Plan with the site coordinator.
0	School day and expanded learning programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
0	Expanded learning staff will participate in site-level faculty safety trainings.
0	School will provide expanded learning staff with access to disaster supplies and other resources in case there is an emergency after school.
0	Site Administrator and ExLO Site Coordinator will meet regularly to review expanded learning incidences and update safety plans as needed.
0	The completed Expanded Learning 2026-2027 Safety Plan will be submitted to the Expanded Learning Programs Office by 10/1/25.
<b>2. List the training and resources</b> the school will provide to after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. <i>How will you ensure staff is trained for emergencies? What are the onsite communication protocols and expectations?</i>	
0	The principal and site coordinator have reviewed the <a href="#">OUSD Expanded Learning Emergency/Crisis 1st Level Response Notification Protocol</a> and understand expectations regarding communication and incident reporting when an issue involving after-school safety
0	Expanded learning coordinator will have access to facility keys to ensure safety for after-school programs. Should a lockdown or a secure school is needed. The expanded learning Program <b>will have access to facility keys</b> for all areas where expanded learning programming occurs?
<b>Culture Keeper</b>	
0	The school site will utilize expanded learning and/or school day funds to pay Extra-time/Over-time (ET/OT) for an ExLO Culture Keeper.
0	The school site does not need a Culture Keeper,

2025-2026 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site Name:			ASES			21CCLC Core			21CCLC Equitable Access			ELO-P		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds	
Site #:		%	Resource 6010, Program		%	Resource 4124, Program		%	Resource 4124, Program		%	Resource 2600, Program						
Average # of students to be served daily (ADA):		0.00	OUSD		Lead Agency	OUSD		Lead Agency	OUSD		Lead Agency	OUSD		Lead Agency	Lead Agency	Lead Agency	OUSD	Lead Agency
TOTAL GRANT AWARD			0.00			0.00			0.00			0.00						
OUSD Indirect (5.00%)			0.00			0.00			0.00			0.00						
OUSD ASPO admin, evaluation, and			0.00			0.00			0.00			0.00						
Custodial Staffing and Supplies at 3.5%			0.00			0.00			0.00			0.00						
TOTAL SITE ALLOCATION			0.00			0.00			0.00			0.00						
1120	Quality Support Coach/Academic		3050			0			0			0		0				
1120	Certificated Teacher Extended		0			0			0			0		0				
1120	Certificated Teacher Extended																	
1120	Certificated Teacher Extended																	
Total certificated			3050		0	0		0	0		0	0		0	0	0	0	0
2205	Site Coordinator (list here, if district		0			0			0					0				
2225	Culture Keeper (optional)		0			0			0					0				
Total classified			0		0	0		0	0		0	0		0	0	0	0	0
3000's	Employee Benefits for Certificated		747.25			0			0			0						
3000's	Employee Benefits for Classified Staff		0			0			0			0						
3000's	Employee Benefits for Salaried		0			0			0			0						
Total benefits			747.25		0	0		0	0		0	0		0	0	0	0	0
4310	Supplies		0			0			0					0				
4310	Curriculum		0			0			0					0				
5829	Field Trips		0		0	0			0					0				
4420	Equipment (including computers -		0			0			0					0				
Bus tickets for students																		
Total books and supplies			0		0	0		0	0		0	0		0	0	0	0	0





Facilities count toward 25% of this match requirement:	0.00
Remaining match amount required:	0.00
Match should be met by combined OFCY funds,	0.00
Total Match amount left to meet:	0.00

**Required Signatures for Budget Approval:**

Principal:

Date:

Lead

Date:

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 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 by the 10th of every month. Attendance sign-in must comply with OUSD and CDE's protocols.
- ◆ A detailed breakdown of charges must be provided, including the number of hours worked and the hourly rate. All subcontractors' payments and purchases under \$500/per item must be reflected in the corresponding invoice. Receipts for purchases made with expanded learning funds must be attached to the invoice to support any expenses reflected on the invoice. Bus itinerary and reservation documentation must be attached for all field trip expenditures **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>, and should be entered by the 10th of every month.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures will be collected through the Salesforce Community Database and DocuSign. All of these signatures must be signed by the intended individual.
- ◆ **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 the expanded learning program manager.

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

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

### Paying OUSD Certificated Employees (Teachers)

- ◆ Extended Contract teachers should submit a “Request for Extended Contract” form to After School Programs Office IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All ELO-P, 21<sup>st</sup> Century and/or ASES Extended Contracts and Time Sheets must be submitted via email to the OUSD After School Programs Office in order to be processed and paid.
- ◆ **Union Contract rate for teachers on extended contracts is \$47.50/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 the Expanded Learning Office at [expandedlearning@ousd.org](mailto:expandedlearning@ousd.org).



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

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

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

- ◆ Complete Informed K-12 OUSD ET/OT Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All Culture Keeper ET/OT forms must be submitted electronically to Culture Keeper Coordinator
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be routed to school Principal, who should then route to After School Program Office. ET/OT forms must be delivered to the After School Programs Office no later than each classified payday for payment on the following payday.
- ◆ Rate varies depending on the 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)  
08/13/2024

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> CCIS Insurance Group Inc 2520 W Shaw Lane Suite 104  Fresno CA 93711		<b>CONTACT NAME:</b> Denise Stevens <b>PHONE (A/C, No, Ext):</b> (559) 320-2247 <b>FAX (A/C, No):</b> (559) 320-0299 <b>E-MAIL ADDRESS:</b> dstevens@ccisinsurance.com	
<b>INSURED</b>  Safe Passages Inc, DBA: Safe Passage 1017 Clay St  Oakland CA 94607		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Compensation Ins Fund <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35076	

## COVERAGES

**CERTIFICATE NUMBER:** CL2481314974

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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	N/A	9118156	06/01/2024	06/01/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District Attention: Risk Management  
1011 Union Street, Suite 440  
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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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 500 N Brand Boulevard, Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Danielle Donohue <b>PHONE (A/C, No, Ext):</b> 818.539.8605 <b>E-MAIL ADDRESS:</b> Danielle_Donohue@ajg.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Safe Passages 1017 Clay St. Oakland, CA 94607	<b>License#:</b> 0D69293 SAFEPAS-01 <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Lloyds of London Syndicate 1919 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 18058

**COVERAGES****CERTIFICATE NUMBER:** 1866955436**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 OTHER:	Y		PHPK2691203-000	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<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			PHPK2691203-000	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB913210-000	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	XS Abuse Professional Liability			B0621PSAFE016124 PHPK2691203-000	8/6/2024 6/30/2024	6/30/2025 6/30/2025	Each Occurrence \$1,000,000 Each Claim \$1,000,000 Aggregate \$1,000,000

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

Policy: Improper Sexual Conduct  
Policy Term: 6/30/2024 to 6/30/2025  
Policy #: PHPK2691203-000  
Carrier: Philadelphia Indemnity Insurance Company  
Each Claim: \$1,000,000 / Aggregate: \$1,000,000

Policy: Property  
See Attached...

**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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, LLC		<b>NAMED INSURED</b> Safe Passages 1017 Clay St. Oakland, CA 94607
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Term: 6/30/2024 to 6/30/2025  
Policy #: PHPK2691203-000  
Carrier: Philadelphia Indemnity Insurance Company  
BPP Limit: \$20,000, Deductible: \$250

Policy: Crime  
Policy Term: 3/24/2024 to 3/24/2025  
Policy #: UC14332375.24-012  
Carrier: Underwriters at Lloyd's, London  
Employee Theft: Limit: \$500,000; Deductible: \$2,500  
ERISA: Limit: \$500,000  
Theft of money and securities: Limit: \$500,000; Deductible: \$2,500  
Money and Securities: Limit: \$500,000; Deductible: \$2,500  
Computer Fraud: Limit: \$500,000; Deductible: \$2,500  
Funds transfer Fraud: Limit: \$500,000; Deductible: \$2,500  
Clients Property: Limit: \$500,000; Deductible: \$2,500

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents are named as additional insureds with respect to the operations of the named insured per the attached CG 2026 endorsement. Such insurance is primary and noncontributory.  
Umbrella liability Provides additional 1,000,000 each occurrence /\$1000000 aggregate over the Professional Liability giving it a Total limit of 2000000 aggregate.  
Umbrella liability Provides additional 1,000,000 each occurrence /\$1000000 aggregate over the Improper Sexual Conduct Liability giving it a Total limit of 2,000,000 aggregate.



**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):**

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents

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.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 6/30/2024

**Name of Person or Organization (Additional Insured):**

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Exhibit E

Statement of Qualifications

**INSERT HERE**

# Safe Passages – Our Mission



**Safe Passages disrupts the cycle of poverty by engaging youth and families to build and drive a continuum of services that supports student success and community development.** We envision a community where all young people have the opportunity to realize their full potential. Safe Passages' work is based on the premises that access to educational opportunity, health services, and family support should not be dictated by race or socio-economic status, and that healthy and supported young people are better prepared to learn and succeed. [www.safepassages.org](http://www.safepassages.org)

## Who We Are

Safe Passages researches, evaluates, develops, and advocates for culturally appropriate, cross-agency strategies designed to improve the lives of vulnerable populations, including young children exposed to violence, youth at risk of school drop-out, gang involvement, or Juvenile Justice system contact. For 27 years, we have worked with public and private partners to leverage resources that strengthen the safety net for poor people, reduce youth violence, and level the playing field for marginalized families.

## Where We Work

We work with disadvantaged communities in Alameda County, where up to 90% of children live in poverty. These neighborhoods rank the highest in many health disparities including exposure to violence. Through our continuum of services, we reach students who score far below proficiency and have high rates of school suspension, dropouts and truancy. We primarily serve students of color (98%). We currently serve 16 school communities across three school districts.



## What We Do

**Programs and services are woven together to serve the entire age continuum from birth to college/career.**

**Early Childhood Initiative** – Promotes collaboration between public systems and non-profit providers to create a citywide safety net for children (birth–5) living in poverty and who are exposed to violence. Services include Baby Learning playgroups and workshops, case management, mental health services and early literacy programs for children and their families at school sites.

**School Linked Services** – Aims to integrate education and social services at school sites in order to make school communities catalysts for social change within the larger neighborhood context. Through multiple funding streams, this collaborative has effectively developed full-service community schools across the Oakland flatlands and expanded to other high need school districts in Alameda County. School staff members work closely with families, case managers, health center staff and other providers to develop a coordinated plan for students. The plan includes health services, literacy and STEAM programs, extended day offerings, youth development

opportunities including small group academic tutoring, dual college enrollment classes for high school students, art classes, Ethnic Studies, leadership skills, dance, music, and sports, to over 1,800 students daily across 10 schools.

**Opportunity Youth Social Justice Initiative** – Brings juvenile courts, school districts, police departments, probation officers, and service providers together to reduce disproportionate minority contact with law enforcement and lower recidivism among juvenile offenders. The programs provide life skills classes, legal services, case management and mentoring, education and training, career exploration and employment.

**Career Development** – Works closely with universities, government entities, and private organizations to develop new job opportunities for youth and adult family members. Participants learn about diverse career tracks, including the arts, education, law enforcement, legal services, social work and the health profession

## Successes:

- Annually, Safe Passages serves 5,200+ children, youth and families.
- 91% of students in the afterschool academic programs experienced academic success.
- Implemented the Elev8 Initiative, a \$40 Million full service community school model at five middle schools in Oakland.
- Elev8 school based health centers reach 3,000 students plus their families annually.
- Quality afterschool programs serve over 1,800 students annually.
- Over 700 Safe Passages AmeriCorps members have served over 7000 high need students through intensive academic supports and social emotional learning.
- The Law and Social Justice Program serving adjudicated and system involved youth, achieved 100% of the enrollment goal, and 100 % of participants returned to school and remained in school for at least one year after enrollment.
- Community Health Workers provided services to over 68,000 individuals to aid in COVID-19 relief and equitable access to healthcare, vaccine and testing resources, and linkages to community supports.
- Peer Support Specialists provided 27,000+ mental and behavioral health contacts via CalHOPE Connect.

Exhibit F

Agency Letter

**INSERT HERE**



1017 Clay Street  
Oakland, CA 94607  
[www.safepassages.org](http://www.safepassages.org)

March 13, 2024

To Whom it May Concern,

This letter serves to certify that all Safe Passages employees, volunteers, and agents working in OUSD after school and summer programs will have fingerprint clearance through the California Department of Justice and the FBI. In addition, all employees, volunteers, and agents will have TB clearance before they begin work on OUSD school sites.

ATI Numbers will appear on all Invoicing and Staff Qualifications Forms submitted to OUSD. Proof of fingerprint clearance and TB test passage of persons working at OUSD will be available to OUSD upon request.

In addition, this letter certifies that Safe Passages employees working in OUSD after school and summer programs will be trained in mandated reporting as required by OUSD.

Respectfully,

Josefina Alvarado Mena, Esq.  
Chief Executive Officer  
Safe Passages

**Safe Passages is an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; EIN # 20-4535835.**

## **EXHIBIT G**

### **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 Master Contract between AGENCY and OUSD from which this Agreement stems, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.
11. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
12. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
13. Employment Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement or employment of EMPLOYEE until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to EMPLOYEE absent formal approval. This Agreement shall be deemed to be approved when it has been signed all Parties and employment of EMPLOYEE has been approved by the Governing Board.

OAKLAND UNIFIED SCHOOL DISTRICT

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

---

Secretary, Board of Education

AGENCY

---

EMPLOYEE

---





# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal #24-148ExLO**

**EXPANDED LEARNING LEAD AGENCY  
FOR EXPANDED LEARNING OFFICES**

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

**email: [procurement@ousd.org](mailto:procurement@ousd.org)  
phone: (510) 879-2990**

**Proposals Due:  
July 12, 2024**

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

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## B. Schedule of Events

Event	Date	Info
RFP 2024 Announcement	June 6, 2024	
RFP Digital Application Released	June 7, 2024	Link on <a href="#">Procurement Website</a>
RFP Pre-Conference Q & A (Virtual)	June 25, 2024 at 2:00 p.m. pst	Zoom link on <a href="#">Procurement Website</a>
Deadline for Questions	June 28, 2024	
RFP Submission Due Date	<b>July 12, 2024</b>	
Lead Agency Status Notifications	September 6, 2024	
School Site/Lead Agency Confirmation of Partnership	November 29, 2024	
OUSD MOU Approval Season	May - June 2025	
Lead Agency Service Contract	July 1, 2025 - June 30, 2028	

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.

The District reserves the right to amend or cancel this proposal at any time.

Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

**Francisco Flores**, Procurement Analyst  
[francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)

NOTE: Contacting Board members and/or any District staff other than the procurement analyst who is outlined above, may disqualify the proposer from the selection process.

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

**What is a Pre-Conference Q & A?** A pre-conference Q & A is an opportunity to ask members of the selection team any questions you may have, and/or clear up any confusion regarding project details/scope of work that is in the RFP. This is an *Optional Online Meeting*.

## C. Introduction and Overview

The mission statement of OUSD's Office of Expanded Learning states: *In community, we cultivate transformative experiences for youth on their journey as they become thriving, productive leaders.*

The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested nonprofit organizations to respond with their proposals to serve as an Expanded Learning Program Provider in designing, planning, administering, and operating effective, high-quality comprehensive expanded learning programs. Eligible providers will be committed to support OUSD's strategic plan to ensure strong readers by the third grade, support empowered graduates, create joyful schools, and grow a diverse and stable staff. In addition, eligible providers must also support citywide goals.

Lead Agency partners will invest in providing expanded learning supplemental programs that complement the regular school day program and support the OUSD priorities for student achievement, health, and well-being. Oakland Unified School District's (OUSD) mission is to build a Full-Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers daily. Expanded Learning supports this mission while holding our values of equity, joy, and liberation for youth and adults. Select Lead Agencies will commit to working in partnership with school sites and the OUSD Expanded Learning Office (ExLO) to provide comprehensive programming that supports the entire school community.

Through the RFP process, OUSD seeks organizations who demonstrate the capacity to be adaptive, make necessary shifts, and be able to work within the established OUSD model of school and community partnerships through 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 student outcomes.

## Term of the List of Qualified Agencies

This Request for Proposals (RFP) 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. Yearly program plans are created through a collaborative 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 be contracted to serve that school site for three years, 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 all elementary, middle, and high schools across the city of Oakland.

When programming is conducted in-person, over 15,000 students across 80+ 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 (81%) and English Learners (31%). Additionally, approximately 23% of OUSD after-school participants are African American and 46% 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 / Organized Sports	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

## D. 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 base grants that CDE awards to OUSD for after-school programs represent four (4) 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.
- Expanded Learning Opportunities - Program (ELO-P) funding is a universal grant that supports all TK - 6th Grade OUSD's unduplicated students' access to free expanded learning opportunities.

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.

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. ELO-P, ASES, and 21<sup>st</sup> Century grant dollars are currently awarded at a rate of:

- ASES: \$10.18/student/day for TK-8th Grade students
- 21<sup>st</sup> Century: \$10.18/student/day for TK-8th Grade students
- 21<sup>st</sup> Century ASSETS: \$10.10/student/day for high school students
- ELO-P: \$15/student/day for TK-6th Grade students

### Other considerations for the allocations of funds

- OUSD elementary and middle school ASES grants can only be used to provide expanded learning programming daily (180 days) immediately after the school day and facilitate programming for at least 15 hours a week until at least 6:00 pm.
- OUSD High School ASSETS base grants can be used to operate programs before school, after school, weekends and during summer/intersession in accordance with grant guidelines.
- Some sites may also receive 21<sup>st</sup> Century related grants including Supplemental funding (to support summer programming).
- ASES and 21<sup>st</sup> CCLC grant funds are intended to complement, but not supplant, other funding provided by OUSD, school sites, or community partners.
- ASES and 21<sup>st</sup> CCLC Grant funds are inadequate to cover the true cost of running a high quality expanded learning program. OUSD and its Lead Agency community partners are committed to leveraging additional funding and resources to match grants provided by the California Department of Education.
- ASES/21st Century grants are attendance-based grants.
- ELO-P funding must be used to provide expanded learning opportunities during out-of-school time; before school, after-school, summer/intersession at no cost to unduplicated students.

***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.***



## E. OUSD Expanded Learning / Program Operation

In Oakland, approved lead agencies must be equipped and have organizational infrastructure to provide synchronous and asynchronous programming at the discretion of OUSD, as reflected in the MOUs.

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 all students. As school-day teachers focus on providing high quality instruction in the classroom, expanded learning programs provide high quality enrichment, physical, academic, and SEL opportunities to students during the after school and non-school days when youth are most vulnerable to crime, violence, and risky behavior.

Expanded Learning Lead Agencies are expected to offer programming to all students in TK - 12th grade reflected of the school site's specific grant requirement.

## F. 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,

- Serve a minimum 83 elementary and 111 middle school students daily and, free to all unduplicated students
- To satisfy **21st CCLC E/M**:
  - Educational and literacy components to provide tutoring and/or homework assistance,
  - Educational enrichment component,
  - Physical activity/recreation component, and
  - Serve a minimum ADA contingent on grant allocation and,
  - Free to all unduplicated students
- To satisfy **ASSETs**:
  - Educational and literacy component to provide tutoring and/or homework assistance,
  - Educational enrichment component,
  - Physical activity/recreation component, and
  - Serve a minimum of 139 students daily
- To satisfy **ELO-P**:
  - Offer 9 Hours of Programming (School day hours count toward the 9 hours)
  - Support TK-6th grade students
  - 175 school days & 30 days intersessions (For the purpose of this site plan, the scope of work will be for a total of 60 school days)
  - TK/K staff ratio 10:1
  - Must offer the program to all unduplicated TK-6 grade students
  - Parallel ASES Compliance Reporting
  - ELO-P funding can not be used to provide school day support (CDE Guidance)

Additional Program Requirements:

- **All programs** must provide a nutritious snack and track attendance daily.
- Expanded learning lead agencies and school sites are **expected to implement reasonable accommodations** under Section 504 of the Americans with Disability Act to support OUSD's students with disabilities. The standard for reasonableness must be determined on a case-by-case basis.
- Per federal statute, California Education Code, and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit get priority access into the after-school program. If a student/family indicates they are homeless, newcomer, refugee, and/or asylee will have automatic enrollment.
- All programs must adhere and align with all OUSD safety policies and procedures, this includes OUSD's George Floyd Resolution which promotes a safe and supportive environment.

*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.*

### **Operational Requirements**

- 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.

## **G. 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 Proposal for an instructional aide, paraprofessional, 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 for 1-12 grade and 1:10 for TK-K. Unless otherwise advised due to the health and safety of the students. It is required that each expanded learning program have a Site Coordinator who is full-time, salaried with benefits, and present at the school site during their work hours. 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 in writing of any expanded learning staff changes within 24 hours.

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 (OUSD Credentialed Teacher), 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 OUSD extended contracts.

Expanded Learning Lead Agencies should be fully staffed and prepared to provide programming for a total of 180 days. Lead agencies should have contingency plans to ensure that each program is fully staffed and able to meet the school site's enrollment needs.

## H. 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, ELO-P, 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. Fees: Unduplicated students must have access to the program at no cost. Lead Agencies should implement a process for identifying unduplicated students and ensuring that fees are not charged to those families.
- c. 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.

## I. Contract and Payments

Agencies that are approved through the process described in this RFP 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 May-August 2025 Board meetings.

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 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 4 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.

## J. Guidelines for Charging Fees

The intent of ASES, 21st CCLC, ASSETS, and ELO-P grants, which aligns with OUSD values, is to establish local programs that offers academic support and enrichment to students in need of such services regardless of a family's inability to pay.

CDE and OUSD discourage charging fees as that could exclude students in need from attending and taking advantage of the expanded learning program. ASES, 21st CCLC, ELO-P grants do not prohibit charging fees for expanded learning programs; however, programs that 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 students that fall under the category of **unduplicated cannot be charged fees**. Sites that receive 21st CCLC and ASSETS grants will be required to report any fees collected (i.e.- registration fees, family fees, application fees, etc.). 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 unduplicated child will be denied services. CA EdCode stipulates that a sliding scale must also be offered in a fee schedule.

## K. RFP Process

OUSD Expanded Learning Office is conducting a dual pathway process for new and current organizations. The RFP evaluation rubric will feature some questions that may be differentiated based upon the organizations current approval status and will have the same scoring process. Organizations should go through the appropriate process and provide the necessary documentation.

Organizations interested in serving in the OUSD Expanded Learning Lead Agency role for the 2025 - 28 school year must successfully complete the Lead Agency RFP process and earn the designation of a recommended lead agency. Therefore, an organization that does not successfully complete the Lead Agency RFP process or does not earn a *recommended* status will not be approved to serve as an OUSD lead agency for the 2025-2028 cycle. Organizations that are not selected during this RFP cycle will have the opportunity to reapply for the next RFP process which begins in 2028.

Organizations submitting an RFP proposal by the deadline will be assessed based on their RFP application responses, and any additional supporting materials requested by the RFP Review Team to determine the organization's potential to serve in the Lead Agency role. If additional information is required, organizations will be invited for an interview with the RFP Review Team.

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

- 1) **Recommended:** Community organization has adequately demonstrated its capacity to serve in a Lead Agency role and to fulfill all comprehensive Lead Agency responsibilities outlined by OUSD and CDE as well as those listed in Section III of this RFP. The organization demonstrates the capacity to collaborate, integrate, and adapt to the community. This *recommended* status will be valid for up to 3 years, depending on the organization's ability to meet and maintain and/or exceed federal, state, and district compliance requirements, to be assessed annually.

- 2) **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 RFP. Organizations receiving this *not-recommended* status will not be included in the list of qualified organizations that will be shared with stakeholders. An organization receiving this *not recommended* status may submit another Lead Agency RFP at a future date when the OUSD opens up a new RFP cycle.

OUSD will notify an agency of its determination before or by September 6, 2024 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 Appendix V.

## L. Minimum Proposals

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

Lead Agency: Elementary School (including K-8)

Lead Agency: Middle School

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 four (4) 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). Specific evidence of a positive track record of the capacity to effectively coordinate the entirety of a school's afterschool and/or expanded 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 opportunities for 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.

## M. 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)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should state that the proposing agency is willing and able to perform the commitments contained in the application.
- 3) **Written Responses to Application Questions** (no more than 8 double-spaced pages in response to the six (6) 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 RFP (Appendix IV, version for Fiscal Year 22-25), and that your firm is willing to comply with OUSD contracting requirements.

- 6) **Sample Program Schedule and Summary:** Provide a sample program schedule along with a short description of each activity. No more than (2) pages.

## N. Application Submission Instructions

Proposals shall be **emailed** to the Procurement Department at **procurement@ousd.org** no later than July 12, 2024.

Proposal shall be submitted with subject line: **“RFP Proposal # 24-148”**

***\*When submitting your proposal, be sure to get a ticket number or confirmation email.***

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 3:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the MOU contract available to view below. Proposals and any other information submitted by respondents in response to this solicitation shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### FORMAT

All submissions must be on the RFP Application Form, typed using an easy to read 12-point font such as Arial or Times New Roman and one inch margins. All submissions

must be double-spaced. All submissions must answer all six (6) titled sections below in no more than 8 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)

## O. Evaluation and Selection

For all applications, the completion of the application will be assessed first; applications that do not submit complete documentation will not have the application reviewed.

### OUTLINE THE PROCESS FOR NEW AND CURRENT ORGANIZATIONS

Applications demonstrating the capacity to meet minimum requirements will have their Proposals evaluated and scored by an RFP Review Team made up of individuals with expertise in the relevant subject matter for which the application is submitted. The RFP review team will read and score responses to the application questions in Appendix II.

### Application Rubric

Performance Area	Expectations for OUSD Recommended Organizations <i>(not an exhaustive list)</i>
<b>Collaborative Partnerships (20 Points)</b>  This performance area focuses on the extent to which organizations develop strong relationships with ExLO, school site, community-based partners, families, and other program stakeholders.	<ul style="list-style-type: none"> <li>• Organizations establish and maintain clear, open and regular lines of communication with stakeholders</li> <li>• Organizations establish and maintain clear, aligned values with stakeholders around supporting and honoring youth</li> <li>• Organizations seek and respond to feedback, engage in active listening, shared decision-making, and planning processes with stakeholders</li> <li>• Organizations and partners celebrate one another and the unique role each occupies in supporting youth</li> </ul>
<b>Empowerment (10 Points)</b>  This performance area focuses on the extent to which organizations promote youth agency, self-actualization, leadership, and liberation.	<ul style="list-style-type: none"> <li>• Organizations provide opportunities for youth to own and share their stories and speak their own “truth”</li> <li>• Organizations celebrate youth interests, passions, culture, and help them to explore their own growth</li> <li>• Organizations provide opportunities for youth to lead and develop projects</li> <li>• Organizations encourage youth to consider multiple perspectives</li> </ul>
<b>Safe and Supportive Environment (20 Points)</b>  This performance area focuses on organization’s ability and capacity to attend to all facets of safety for participants while cultivating a sense of belonging.	<ul style="list-style-type: none"> <li>• Organizations prioritize and implement systems of support to ensure physical, emotional, cultural, structural, and inclusionary safety for youth and staff</li> <li>• Organizations integrate SEL and restorative practices into program culture</li> <li>• Organizations establish strong relationships, clear boundaries, and trust between staff, youth, and families</li> <li>• Organizations clearly articulate and actualize values and group agreements</li> </ul>

<p><b>Lifelong Learning (15 Points)</b></p> <p>This performance area focuses on the extent to which organization practices help to support youths' academic engagement, cultivation, and transformation.</p>	<ul style="list-style-type: none"> <li>• Youth engage in activities focused on nurturing fundamental habits for lifelong learning</li> <li>• Youth participate in diverse enrichment programming that reflect student interests and that promote joy, skill-building, and hands-on experience</li> <li>• Youth participate in activities that promote mindfulness, practice socio-emotional learning, and developing a growth mindset</li> </ul>
<p><b>Adaptive Programming (15 Points)</b></p> <p>This performance area focuses on organization's adaptive capacity/willingness and that practices reflect values of diversity and inclusion of youth and other stakeholders.</p>	<ul style="list-style-type: none"> <li>• Organizations offer differentiated services to meet individual student and family needs</li> <li>• Organizations provide services that are inclusive, responsive, and culturally relevant</li> <li>• Where applicable, organizations services are trauma-informed</li> <li>• Organizations demonstrate capacity to adapt to physical, environmental, cultural, and social shifts</li> </ul>
<p><b>Strong Systems and Structures (20 Points)</b></p> <p>This performance area focuses on the efficacy of an organization's program structure, compliance management capacity, infrastructure viability, and a thriving culture to support responsible financial management of programs and services that benefit students.</p>	<ul style="list-style-type: none"> <li>• Organization services are supported by a strong, stable, and adaptive organizational infrastructure, financial capacity to deliver and sustain services, and the ability to execute compliance expectations and deliverables</li> <li>• Organizations are purpose- and values-driven and programming is aligned with collaborative vision between the school site and the provider</li> <li>• Organizations engage in continuous quality improvement processes to ensure transparency of expectations and a culture of accountability, responsibility, compliance, and metrics</li> <li>• Organizations provide staff with consistent and applicable professional development support and learning opportunities</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 administrators for a period of up to three (3) years pending funding availability to select a Lead Agency to administer the expanded learning program on his/her school site.

## P. Terms & Conditions for Receipt of Applications

### Errors and Omissions by Applicant

Applicants are responsible for reviewing all portions of this RFP, and promptly notifying the District, in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the District promptly after discovery, but in no event

later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

## Change Notices

The District may modify the RFP prior to the application due date by issuing Change Notices, which will be on the OUSD. 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.

## Failure to Object to Errors and Omissions in Application

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

## Financial Responsibility

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

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

A proposer must be aware that if the proposer will enter into a contract with the District, proposer/contractor shall be responsible to comply with conflict of interest laws and Board policies, which are briefly summarized in Section 11.4 ("Conflict of Interest") of the attached Appendix IV ("OUSD Expanded Learning 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 RFP does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

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

applications;

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

## No Waiver

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

## Q. Standard Contract Provisions

Any agency selected from the *Expanded Learning Program Lead Agency Qualified List* by a school site administrator, 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: RFP Application

### 2024 OUSD Request for Proposals Application (Template)

(Email [procurement@ousd.org](mailto:procurement@ousd.org) for template)

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

Cover Sheet Template:

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

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

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
<b>If yes</b> , please list all school districts you have served.		
How many school sites does your organization have the capacity to serve as a lead agency?		# Sites
In the box below, please briefly explain your rationale for this number of sites?		

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

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



## APPENDIX II: Application Questions

After reading the RFP narrative, please respond to all of the prompts within all six (6) titled sections below in no more than 8 double-spaced pages in 12pt Font. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III).

The prompts are distinct and differentiated based upon if the applicant is a new or a current organization. See below for the definition of each designation and only respond to the prompts that apply to organizations of that designation or status.

### **New Organizations/Applicants:**

**Organizations applying to be a comprehensive expanded learning provider within OUSD and were not an OUSD-approved lead agency during the 2022-25 RFP cycle.**

Collaborative Partnerships (up to 2 pages)  (20 Points)	<ol style="list-style-type: none"><li>1. Describe a collaborative partnership that the organization experienced while engaged in a school and/or or district setting. Site specific examples.</li><li>2. How does the organization seek and respond to feedback from stakeholders? Please specify what the organization did to make this happen.</li><li>3. How does the organization and its partners maintain clear and aligned values for supporting and honoring youth?</li><li>4. Please provide specific examples of how the organization collaborates with a variety of stakeholders to make decisions and ensure a positive culture and climate in your programs.</li></ol>
Empowerment (up to 1 page)  (10 Points)	<ol style="list-style-type: none"><li>5. Describe how the organization honors and celebrates different perspectives and unique roles to support youth.</li><li>6. What professional development does your organization provide staff to support student belonging, engagement, and leadership opportunities?</li></ol>
Safe and Supportive Environment (up to 1 page)  (20 Points)	<ol style="list-style-type: none"><li>7. Provide examples of strategies your organization implements to ensure youth experience a sense of belonging, are valued, acknowledged, and celebrated in the program.</li><li>8. What training is implemented and/or available to support staff in ensuring their programs provide safe and supportive environments? Please share examples of any curriculum and/or resources are available to staff.</li></ol>

<p>Lifelong Learning (up to 1 page)</p> <p>(15 Points)</p>	<p>9. What practices and resources within your organization support academic engagement, confidence, and habits for lifelong learners?</p> <p>10. Lifelong Learning can be formal, nonformal, informal, and self-directed; describe how your organization supports staff-to-students learning in the program offering.</p> <p>11. Describe how youth participate in diverse enrichment programming that reflects their interests and promotes joy, skill-building, and hands-on experience. Site Examples.</p>
<p>Adaptive Programming (up to 1 page)</p> <p>(15 Points)</p>	<p>12. What strategies are in place to support staff and students when the organization has to make unexpected shifts due to physical, environmental, and social contexts? Share how you would communicate that.</p> <p>13. How does the organization offer differentiated services to meet school, student, and family needs?</p> <p>14. Share an example of how the program will provide inclusive programming to all OUSD students, including students with special needs.</p>
<p>Strong Systems and Structures (up to 2 pages)</p> <p>(20 Points)</p>	<p>15. Using the organization's budget and profit and loss statement in the required supporting documentation, create a budget narrative showing how the organization would allocate funds to run a high-quality comprehensive expanded learning program. These budgets must be based on the grant requirements detailed in the Funding description above (Section E.); including a required staffing ratio of 1:20 (or better)</p> <ul style="list-style-type: none"> <li>○ Elementary/Middle School Funding: (<math>\\$10.18 \times (65\% - \text{total UDS}) \times 175 \text{ days}</math>) <ul style="list-style-type: none"> <li>■ Ex: <math>(100 \text{ Unduplicated students} \times \\$10.18 \times 175 \text{ day}) \times 65\% = \\$115,797</math></li> </ul> </li> <li>○ Your budget must detail:</li> <li>○ Projected Program Fees</li> <li>○ Staffing costs for service delivery, staff training, and prep time</li> <li>○ Full-time salaried site coordinator</li> <li>○ Any agency management-level staff who grant funds will pay for the support of direct service programming</li> <li>○ Supplies, materials, curriculum, books, field trips, etc.</li> <li>○ Agency administrative costs are not to exceed 5% from ASES and 10% from ELO-P of the contracted amount Note: <ul style="list-style-type: none"> <li>■ The budget does not need to include snack costs</li> </ul> </li> <li>○ Strong practices for staff and program improvement with support from the lead agency.</li> </ul> <p>16. The state of California has introduced Expanded Learning Opportunities</p>

	<p>Program (ELO-P) funding, allowing expanded learning programs to grow and adapt to meet the community's needs. ELO-P funds are subject to shift based on state budgeting. How will the organization ensure that current programming levels are sustainable if/when funds are no longer accessible?</p> <p>17. What is the organization's experience with implementing ASES/21st CCLC/ASSETS/ELO programs? Share a success and a challenge that the organization faced managing its requirements.. In retrospect, what shifts would the organization make to achieve a more successful outcome?</p>
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### Current/Returning Organizations:

Active and contracted comprehensive expanded learning providers that are OUSD-approved for the 2022-2025 cycle. If the applying organization is on this [list](#), it is classified as a returning or current organization and can only respond to the prompts below.

<p>Collaborative Partnerships (up to 2 pages)</p> <p>(20 Points)</p>	<ol style="list-style-type: none"> <li>1. During SY 2022-2024, how did the organization and its partners maintain clear and shared values around supporting and honoring the needs of youth?</li> <li>2. How has the organization sought and responded to feedback from stakeholders, engaged in active listening, and made shared decisions?</li> <li>3. Share a specific example of a successful collaborative partnership with stakeholders. Share an example of a challenging collaborative partnership and how the organization navigated the situation that did not reach the desired outcome. In retrospect, what shifts would you make to achieve a more successful outcome?</li> </ol>
<p>Empowerment (up to 1 page)</p> <p>(10 Points)</p>	<ol style="list-style-type: none"> <li>4. How has the organization supported youth agency and provided youth leadership opportunities?</li> <li>5. What professional development did the organization provide staff that supported student engagement and leadership opportunities?</li> <li>6. What shifts did your organization make to create spaces for youth voice and choice?</li> </ol>
<p>Safe and Supportive Environment (up to 1 page)</p> <p>(20 Points)</p>	<ol style="list-style-type: none"> <li>7. Provide examples of strategies your organization implemented to ensure youth experienced a sense of belonging and felt valued, acknowledged, and celebrated in the program.</li> <li>8. What training was available to support staff in ensuring their programs provide safe and supportive environments? Please share curriculum, training, and resources available to staff.</li> <li>9. How has the organization aligned with OUSD policy to provide a safe and</li> </ol>

	supportive environment?
<p>Lifelong Learning (up to 1 page)</p> <p>(15 Points)</p>	<p>10. What practices and resources within the organization support academic engagement, confidence, and habits for lifelong learners?</p> <p>11. Describe how youth participated in diverse enrichment programming that reflected their interests and promoted joy, skill-building, and hands-on experience. Site Examples.</p>
<p>Adaptive Programming (up to 1 page)</p> <p>(15 Points)</p>	<p>12. What strategies are in place to support students when the organization has to make unexpected shifts due to physical, environmental, and social contexts?</p> <p>13. How does the organization offer differentiated services to meet school, student, and family needs?</p> <p>14. Share an example of how the program provided inclusive programming to OUSD students, including students with special needs.</p>
<p>Strong Systems and Structures (up to 2 pages)</p> <p>(20 Points)</p>	<p>15. Using your organization's budget and profit and loss statement in the required supporting documentation, create a budget narrative showing how your agency allocates funds to run a high-quality comprehensive expanded learning program. These budgets must be based on the grant requirements detailed in the Funding description above (Section E.), including a required staffing ratio of 1:20 (or better).</p> <ul style="list-style-type: none"> <li>○ Elementary/Middle School Funding: <math>(\\$10.18 \times (65\% - \text{total UDS}) \times 175 \text{days})</math> <ul style="list-style-type: none"> <li>■ Ex: <math>(100 \text{ Unduplicated students} \times \\$10.18 \times 175 \text{day}) \times 65\% = \\$115,797</math></li> </ul> </li> <li>○ Your budget must detail:</li> <li>○ Projected Program Fees</li> <li>○ Staffing costs for service delivery, staff training, and prep time</li> <li>○ Full-time Full time salaried site coordinator</li> <li>○ Any agency management-level staff who grant funds will pay will be paid by grant funds for the support of direct service programming</li> <li>○ Supplies, materials, curriculum, books, field trips, etc.</li> <li>○ Agency administrative costs are not to exceed 5% from ASES and 10% from ELO-P of the contracted amount Note: <ul style="list-style-type: none"> <li>■ The budget does not need to include snack costs</li> </ul> </li> <li>○ Strong practices for staff and program improvement with support from the lead agency.</li> </ul> <p>16. The state of California has introduced Expanded Learning Opportunities Program (ELO-P) funding, allowing expanded learning programs to grow and adapt to meet the community's needs. ELO-P funds are subject to shift based on state budgeting. How will your organization ensure that current programming levels are sustainable if/when funds are no longer accessible?</p>

	<p>17. During 2022-2024, what was your organization's success around meeting CDE compliance expectations? Expectations include meeting staff ratio, staffing qualifications, average daily attendance, and serving unduplicated, special needs, and TK/K students. . Share a success and a challenge that the organization faced in meeting compliance expectations. In retrospect, what shifts would your organization make to achieve more successful outcomes?</p>
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## APPENDIX III. Instructions for RFP Application Submission:

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

### Required Supporting Documentation Instructions:

To support RFP responses and verify organizational Proposals, the following documentation is required. The *Application Questions* in Appendix II will directly reference these documents and ask for an elaboration of the information these documents provide. All documents received will be viewed internally and not shared publicly. These documents do not count towards the 8-page limit for the RFP application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

Any files missing could result in disqualification from the RFP 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
- Current Profit and Loss statement from 2022 or 2023
- Copy of 2023 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
- Copy of organization's 501(c)(3) letter
- Bank statements to show proof of operating cash reserves
- Job description for site coordinator and program instructor positions
- 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 2022-2023 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 Proposals (see Section M)
- Copy of current certificate of current insurance: Commercial/General Liability \$1M per occurrence and Workman's Comp.

The following documents listed below are **not** required upon submission of proposal but will be required upon receiving 'Recommended' status.

1. Statement of Qualifications

A Statement of Qualifications is a paragraph or two on the organization's letterhead that explains why they are qualified to provide this service.

2. Commercial General Liability Insurance Coverage via an ACORD sheet.

A. Address in the "Certificate Holder" section: Oakland Unified School District, Attn: Risk Management; 1011 Union Street, Oakland CA 94607

B. Policy Limits: 1,000,000 per occurrence / \$2,000,000 aggregate

2. (a) Policy Endorsement naming OUSD as an additional insured (from the Agent): this is a Separate document from above.

3. An ACORD Sheet for Professional Liability or Corporal Punishment insurance: It should have minimum policy limits of \$1MM per occurrence and \$2MM aggregate

3. (a) Policy Endorsement naming OUSD as an additional insured on this policy.

4. Either one of these two types of coverages are acceptable - It should be on an ACORD Sheet

A) Improper Sexual Conduct & Physical Abuse Liability or

B) Sexual Abuse & Molestation. It should have minimum policy limits of \$1MM per occurrence and \$2MM aggregate minimum;

4. (a) Policy Endorsement naming OUSD as an additional insured on this policy.

5. Agency Letter: This letter states the following : (and should be on your letterhead)

(a) All of the employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandate reporting.

(b) ATI Numbers (from fingerprinting) will need to appear on all invoices submitted to OUSD

(c) Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.

# 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 Proposals
- 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 2022-25 MOU SAMPLE CONTRACT

The contract template that is currently being used by lead agencies can be accessed by clicking the [following link](#). The MOU 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 that master contract will last for three (3) years (but note that agencies and sites will continue be matched in 1-year relationships, as they are currently).

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

*If having a hard time opening the contract template, please email [procurement@ousd.org](mailto:procurement@ousd.org) for a copy.*

*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**

---

**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 Procurement Department if the determination that it is not prequalified. An appeal must be based on one or both of two following:

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

The appellant must submit the appeal by September 13, 2024 (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.

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

***Rosaura M. Altamirano***

*Senior Manager, Supply Chain & Logistics, [rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)*

Appellants will receive written notice of the outcome of their appeal by September 26, 2024. In the event that an applicant's appeal is successful, the agency will be treated as all other prequalified agencies.

APPENDIX I: RFP Application

2024 OUSD Request for Proposals Application (Template)

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

Cover Sheet Template:

Organization Name	Safe Passages		
Primary Contact Person:	Josefina Alvarado Mena	Secondary Contact Person:	Alicia Perez
Email:	jalvarado@safepassages.org	Email:	aperez@safepassages.org
Telephone #:	(510) 817-4625	Telephone #:	(510) 324-7447

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

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	X	Yes
		No
Are you currently an OUSD Approved Lead Agency Partner?	X	Yes
		No
Have you served as an OUSD Lead Agency partner before in past years?  If so, please identify the years and durations served.	X	Yes
		No
	16	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	X	Yes
		No
If yes, please list all school districts you have served.		
Emeryville Unified School District, New Haven Unified School District, and Alameda County Office of Education		
How many school sites does your organization have the capacity to serve as a lead agency?	15	# Sites
In the box below, please briefly explain your rationale for this number of sites?		
Safe Passages has been partnering with and serves as the lead agency for 9 sites, but partners with 15 school sites throughout OUSD and has a proven track record of meeting CDE standards for attendance and youth enrichment.		

On behalf of Safe Passages (Agency), I, Josefina Alvarado Mena (name)  
CEO (Position), declare under penalty of perjury under the laws  
of the State of California that the foregoing is true and correct.

Signature: 

Date: 7/5/2024



## Signed Letter of Agreement



1017 Clay St.  
Oakland, CA 94607  
**[www.safepassages.org](http://www.safepassages.org)**

## Letter of Agreement

July 5th, 2024

### **RE: SAFE PASSAGES RFP #24-148ExLo**

Dear OUSD Expanded Learning Office Staff

Safe Passages, 501(c)(3) corporation based in Alameda County, is submitting the attached responses to the OUSD RFP #24-148ExLo Expanded Learning Lead Agency For Expanded Learning Offices.

The mission of Safe Passages (SP) is to disrupt the cycle of poverty by engaging youth and families to build and drive a continuum of services that supports student success and community development. SP's mission, vision, and work are directly aligned with OUSD's mission 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. Moreover, our mission and vision closely align with OUSD's strategic plan and vision for Full-Service Community Schools.

Over the last 25+ years, SP has collaborated closely with OUSD to design, implement, and leverage resources to provide health, education, and social services to Oakland youth and their families, with a special focus on Oakland's most vulnerable populations (low-income, English Learners, students of color, youth in foster care, immigrants and refugees). Specifically, SP partnered with OUSD on the Safe Passages Middle School, Early Childhood, and Juvenile Justice Initiatives. In addition, SP served as the lead agency for Oakland Elev8 Full-Service Community Schools Initiative at 5 of the highest-need middle schools in Oakland, including the development of new Expanded Learning Programs, School-Based Health Centers, and Family Resource Centers.

Safe Passages has been an OUSD After School Lead Agency since 2008 and has the capacity to serve 15 school sites across the K-12 continuum and meet the match requirements to implement comprehensive after-school programs.

Safe Passages is willing and able to perform the commitments contained in the application.

Signed,

A handwritten signature in black ink, appearing to read 'Josefina Alvarado Mena'.

Josefina Alvarado Mena, Esq.  
Chief Executive Officer  
Safe Passages





## Written Responses to Application Questions

## Appendix II: Application Questions

### 1. COLLABORATIVE PARTNERSHIPS (up to 2 pages)

Safe Passages (SP) is dedicated to disrupting the cycle of poverty by engaging youth and families in a continuum of services that fosters student success and community development. Our vision aligns seamlessly with Oakland Unified School District's (OUSD) mission to build a Full-Service Community District focused on high academic achievement, serving the whole child, and eliminating inequity. For over 25 years, SP has collaborated closely with OUSD to design, implement, and leverage resources, ensuring our combined efforts effectively support Oakland's most vulnerable populations. Our commitment to OUSD's strategic plan, which aims to cultivate transformative experiences for youth, supports the district's goals to ensure strong readers by third grade, support empowered graduates, create joyful schools, and grow a diverse and stable staff.

A solid commitment to equity, social justice, and integrity is at the core of SPs' work. Our focus on disrupting the cycle of poverty and supporting student success drives every initiative and partnership we undertake. SP engages in regular meetings and strategic planning sessions with OUSD and other key partners to maintain and reinforce these shared values. We adhere to the California Department of Education (CDE) quality standards, ensuring our programs align with OUSD's strategic initiatives. Our professional development and staff training are designed to embed these values consistently across all programs. This is evidenced by the successful development of Expanded Learning programs, School Based Health Centers, and Family Resource Centers, aligning with OUSD's mission to build a Full-Service Community District.

SP employs a robust system for seeking and responding to feedback, ensuring our programs meet the needs of our students and community. Utilizing data management systems, we collect and analyze data to assess program effectiveness. We gather youth and family experiences through pre/post-test surveys and conduct regular program evaluations and assessments. SP engages in active listening and shared decision-making by involving stakeholders through community meetings, focus groups, and advisory boards. This approach ensures that feedback directly informs program improvement, staff training, and program development, creating a positive feedback loop that continually enhances our services.

SP has a proven track record of fostering successful collaborative partnerships. SP has a longstanding collaboration with OUSD on SPs' Middle School, Early Childhood, and Juvenile Justice Initiatives and serves as the lead agency for Oakland's Full-Service Community Schools Initiatives with its AmeriCorps Elev8 Program. SP is engaged in the collaborative leadership of our Expanded Day Partnerships in OUSD, New Haven Unified School District, and Emery Unified School Districts. Other examples include two decades of partnership with schools like UFSA and CCPA. These collaborations resulted in significant positive outcomes in academic achievement and student engagement, underscoring the impact of our aligned goals, regular communication, and shared commitment to student success. SP has navigated challenges such as leadership turnover at particular school sites. By training our staff to work with diverse leadership styles and maintaining a constant and culturally responsive workforce, we ensure minimal disruption to our programs and school communities, demonstrating our nimbleness in the face of change.

## 2. EMPOWERMENT (up to 1 page)

SP is deeply committed to empowering youth by fostering their leadership skills and providing them with opportunities to shape their futures. Our Urban Arts Get Active program exemplifies our youth leadership model and agency focus. This program engages students in creative activities that promote self-expression, teamwork, and community involvement. Through SPs' Expanded Learning programming, youth receive guidance and support as they navigate their educational journeys, with opportunities to join workforce development pipelines and achieve their goals. This program emphasizes goal setting, personal development, and leadership, equipping students with the tools to become confident, capable community leaders. Many students served have returned to SP as AmeriCorps Members or instructors; after service, some have grown into program management positions at SP.

SP is a learning organization that offers our staff comprehensive professional development opportunities to support student engagement and leadership. These include team training, group supervision, and individual coaching designed to enhance staff capacity to foster youth leadership. Our training topics cover youth development, age-appropriate academic support, social-emotional support, program improvement, cultural and linguistic responsiveness, family engagement, and CPR, ensuring our staff have the skills and knowledge necessary to create environments where youth can thrive and lead.

Creating spaces for youth voice and choice is a core principle at SP. We actively listen to our youth and families through pre/post-test surveys, family visits and interviews, and other informal contact points. This feedback informs our program design and implementation, ensuring our initiatives are responsive to our students' needs and aspirations. For example, we use the Truth, Hope, Change, and Curiosity (THCC) reflection tool to deliver high-quality programming that reflects youth input.

### 3. SAFE AND SUPPORTIVE ENVIRONMENT (up to 1 page)

SP is dedicated to ensuring that every student in our programs experiences a sense of belonging, feels valued, and is celebrated. Our approach to building strong relationships with youth centers on developing positive, supportive connections that foster trust and mutual respect. Our Expanded Learning programs are designed to create inclusive environments where every student feels acknowledged and celebrated, from K/TK through high school. Through various family engagement events, student showcases, award ceremonies, and holiday celebrations, we ensure our youth are recognized for their achievements and contributions.

SP offers various professional development opportunities to support staff in providing safe and supportive environments. Our training programs cover essential topics such as youth development, cultural and linguistic competency, emergency protocols, CPR, and Social Emotional Learning (SEL). The training curriculum expands with additional resources on SEL and restorative justice practices, integral to the program culture. These practices help establish strong relationships, clear boundaries, and trust between staff, youth, and families. SPs' management team is crucial in facilitating effective program implementation and ensuring compliance with safety standards through regular evaluation and feedback.

SP's alignment with OUSD policy is central to our commitment to providing safe and supportive environments. We have established systems to ensure OUSD standards compliance, including regular internal audits and partnering with the Expanded Learning Office on compliance reviews. These processes help us maintain accountability and continuously improve our programs to meet the highest safety and support standards.

### 4. LIFELONG LEARNING (up to 1 page)

SP provides a range of academic support initiatives, such as tutoring, homework assistance, and targeted reading programs, providing essential resources to students and helping them achieve academic success. The Elev8 AmeriCorps program is crucial in this effort, offering students dedicated academic support and mentorship. Additionally, SP's leadership role in the Oakland ELO-P TK/K implementation underscores our commitment to support for lifelong learning, beginning with our youngest TK/K students.

We emphasize a multi-sensory approach to learning, recognizing that students have diverse learning styles and needs. Our instructors work with children and youth from K/TK through high school and provide them with enrichment and youth development activities, from academic support, arts and crafts, entrepreneurship, and hands-on learning opportunities, to mentorship and supporting students while building their confidence and mastery of skills. Programs such as Get Active provide activities that are designed to be both educational and enjoyable, helping students explore new skills and interests while fostering a love for learning.

Our programming is supported by a team of trained and experienced staff dedicated to providing high-quality, engaging student activities. SP collaborates with local organizations, artists, and experts to enhance our enrichment offerings, bringing diverse perspectives and expertise to benefit our students. Resources are allocated strategically to ensure various enrichment activities are available, reflecting our commitment to student-centered programming and cultural responsiveness.

## 5. ADAPTIVE PROGRAMMING (up to 1 page)

SP continuously demonstrates its ability to adapt programming to meet the needs of students, families, and schools in response to unexpected shifts due to physical, environmental, and social contexts. During the COVID-19 pandemic, SP swiftly transitioned to virtual learning,

ensuring continuity in learning despite the abrupt and massive disruption in delivery methods. Our programs were adapted to address learning loss, focusing on maintaining academic engagement and providing additional support for social-emotional well-being. Continuous communication with students, families, and schools was maintained to respond to evolving needs and ensure stakeholders were informed and supported through these transitions.

SP is committed to offering differentiated services, evident in our academic support and culturally responsive programming. We provide personalized academic assistance, addressing the unique needs of each student. Our programs are designed to be inclusive and reflect our students' diverse backgrounds, ensuring that cultural relevance is at the forefront of our efforts. Comprehensive family support services, including immigration training, concrete support, violence prevention, and family engagement activities, further demonstrate our holistic approach to supporting the entire school community.

Our Early Childhood Expanded Learning Unit is an initiative showcasing our inclusive programming, which offers specialized support for TK/K students. This unit has a lower teacher-to-student ratio, ensuring each child receives the attention and resources necessary for development. Additionally, our programs cater to vulnerable populations, including youth in foster care, English Learners, and youth experiencing housing insecurity, all of whom are primarily low-income students of color, providing tailored support to meet their specific needs.

## 6. STRONG SUPPORT AND SYSTEMS (up to 2 pages)

The sample budget represents our existing work at the Laurel After School Program. It utilizes the 2024-25 OUSD after-school budget planning spreadsheet, providing details and highlighting the allocated leveraged funds and resources.

**Budget Summary** - The budget is designed to serve at least 200 students for 180 school days. It includes an ASES allocation of \$152,612, \$85,000 from OFCY, \$480,339 from ELO-P, and \$14,203 from other lead agency funds for a total budget of \$732,154, with \$717,951 of the total budget contracted to SP.

**Budget Narrative** - The budget accounts for one FTE Extended Learning Coordinator funded at \$77,175 for a 12-month SP employee with full benefits. The budget allocates 15 instructors to provide academic support and a wide variety of enrichment programming. Eleven instructors are budgeted @ \$30 per hour, including fringe for 23 hours/week for 38 weeks, and one Cultural Enrichment Instructor is budgeted at \$32.50 per hour, including fringe for 23 hours/week for 38 weeks. Instructors are allocated 76 hours of prep time each program year and 30 hours of professional development, including at least 10 hours to participate in Continuous Quality Improvement activities. Three AmeriCorps instructors provide enrichment programming 20 hours/week for 36 weeks. AmeriCorps instructors are funded at \$1000 monthly for ten months of programming. Two FTE Program Assistants are budgeted at \$50,000 plus full benefits and support the program by providing student behavioral support. The instructional staff configuration supports a 1:8 ratio in the TK/K program and a 1:17 ratio in 1<sup>st</sup>-5<sup>th</sup> grade programming. Professional development costs (space, trainers, materials, CPR, food) are allocated at about \$1000 per instructor and \$2500 for each manager and supported by leveraged funds. Supplies are budgeted at \$14,272, with \$2,300 funded by OFCY. Finally, SP administrative costs allocated to ASES are \$6,650.03 or less than 4.5%, well below the OUSD maximum of 5%. Administrative costs allocated to ELO-P are \$45,747, or about 9.5%, below the 10% maximum.



SP is committed to sustaining our expanded learning programs regardless of fluctuations in ELO-P funding. To ensure sustainability, SP proactively seeks funding from diverse sources, including state and federal grants, private foundations, corporate partnerships, and individual donors, thereby reducing reliance on any single funding stream. Our longstanding collaboration with OUSD enhances our ability to leverage additional resources, share costs, and secure matching funds. SP has established rigorous financial management practices, including careful budgeting, regular financial reviews, and strategic resource allocation to ensure funds are used efficiently.

During the 2022-2024 school years, SP successfully met the CDE compliance expectation by adhering to staff ratios, staffing qualifications, and average daily attendance requirements. Our efforts to engage unduplicated, special needs, and TK/K students were successful, evidenced by a robust average daily attendance that met CDE benchmarks. A notable success was creating a new Expanded Learning program at Chabot Elementary, which had never provided free programming for unduplicated students. We enrolled over 300 students and met all CDE benchmarks. However, we faced a challenge: becoming the lead agency at another school site that did not previously meet attendance benchmarks. We learned the importance of having a solid team to motivate students and build strong relationships with their families. After SP took over programming at Reach Elementary, we doubled enrollment and met CDE benchmarks regarding attendance and youth development. Prioritizing these shifts has strengthened our ability to meet and exceed OUSD and CDE compliance expectations.



## Appendix III

### Supporting Documents



## Program Budget

2024-25 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site Name: Laurel		ASES		ELO-P		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #: 131		%	Resource 6010, Program	%	Resource 2600, Program				
Average # of students to be served daily (ADA):	83.20		OUUSD Lead Agency		OUUSD	Lead Agency	Lead Agency	Lead Agency	OUUSD Lead Agency
<b>TOTAL GRANT AWARD</b>			<b>152,612.13</b>		<b>480,339.00</b>		<b>85000</b>		
OUUSD Indirect (5.00%)			7,267.24		22,873.29				
OUUSD ASPO admin, evaluation, and			5,590.19		0.00				
Custodial Staffing and Supplies at 3.5%			4,726.00		0.00				
<b>TOTAL SITE ALLOCATION</b>			<b>135,028.69</b>		<b>457,465.71</b>		<b>85000</b>		
1120	Quality Support Coach/Academic Liaison		2500		0			0	
1120	Certificated Teacher Extended Contracts-		0		0			0	
1120	Certificated Teacher Extended Contracts- ELL								
1120	Certificated Teacher Extended Contracts-								
								0	
Total certificated			<b>2500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
2205	Site Coordinator (list here, if district		0					0	0
2225	Culture Keeper (optional)		0					0	
			0						
Total classified			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
3000's	Employee Benefits for Certificated Teachers		612.50		0				
3000's	Employee Benefits for Classified Staff on		0		0				
3000's	Employee Benefits for Salaried Employees		0		0				
Total benefits			<b>612.50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
4310	Supplies		0	166.17	\$11,805.52		\$2,300.00	0	0
4310	Curriculum		0					0	0
5829	Field Trips		0	0				0	0
4420	Equipment (including computers - OUUSD		0					0	0
Bus tickets for students									
Total books and supplies			<b>0</b>	<b>166.17</b>	<b>0</b>	<b>\$11,805.52</b>	<b>\$2,300.00</b>	<b>0</b>	<b>0</b>
5825	Site Coordinator (1 FTE @ \$77,175 + .38		0	\$45,728.00	\$52,319.50				8452.5
5825	Literacy/Academic Enrichment Instructor (1 x			\$26,220.00					
5825	Literacy/Academic Enrichment Instructor (1 x				\$26,220.00				
5825	Literacy/Academic Enrichment Instructor (1 x				\$26,220.00				
5825	Enrichment Instructors/AmeriCorps Mentors				\$12,000.00		\$18,000.00		
5825	Cultural Enrichment Instructor (1 x \$26/hr +				\$28,405.00				
5825	STEAM Enrichment Instructors (( 1 x \$23/hr +				\$25,127.50				
5825	STEAM Enrichment Instructors (( 1 x \$23/hr +				\$25,127.50				
5825	STEAM Enrichment Instructors (( 1 x \$23/hr +				\$25,127.50				
5825	STEAM Enrichment Instructors (( 1 x \$23/hr +				\$25,127.50				
5825	FSCS Director/Program Support .20 FTE				\$16,803.48		\$16,750.00		
5825	TK/Kindergarten Instructor (1 x \$24/hr +								
5825	\$6/hr (fringe benefits) = \$30 x 23 hrs x 38			\$26,220.00					
5825	wks = \$26,220, includes CQI time )								
5825	TK/Kindergarten Instructor (1 x \$24/hr +				\$26,220.00				
5825	TK/Kindergarten Instructor (1 x \$24/hr +				\$26,220.00				
5825	TK/Kindergarten Instructor (1 x \$26/hr +				\$28,405.00				
5825	Early Learning Mental Health consultant @				\$26,496.00				
5825	Professional development stipends @ \$1000 x				\$13,000.00				
5825	Program Assistant ( 1 FTE @ \$50,000 + .38		0	\$13,932.00	\$1,663.65		\$36,904.35		5750.46
5825	Vivo Contare Choir			\$1,000.00					
5825	Program Assistant (1 x \$24/hr + \$6/hr (fringe								
5825									

5825											
	Total services		0	#####		0	\$384,482.63	71654.35	0	0	14202.96
									0		0
									0		
	Total value of in-kind direct services								0		0
	Lead Agency admin (5% max of total contracted \$ - 10% for ELOP)			6,650.03			45,746.57				0.00
	Subtotals DIRECT SERVICE	##	4,454.15	113,266.17	###	0.00	396,288.15	73,954.35	0.00	0.00	14,202.96
	Subtotals Admin/Indirect	##	16,241.79	6,650.03	###	22,873.29	45,746.57	11,045.65			0.00
	Total budgeted per column		20,695.94	119,916.20		22,873.29	442,034.72	85,000.00	0.00	0.00	14,202.96
	Total BUDGETED	##	140,612.13		###	464,908.01	85,000.00	0.00	0.00		14,202.96
	BALANCE remaining to allocate		12,000.00			15,430.99					
	TOTAL GRANT AWARD/ALLOCATION TO SITE		152,612.13			480,339.00					

ASES	
MATCH	
REQUIREME	
NT:	
ASES requires a 3:1 match for every grant award dollar	
Total Match amount required for this grant:	50,870.71
Facilities count toward 25% of this match requirement:	12,717.68
Remaining match amount required:	38,153.03
Match should be met by combined OFCY funds, other site	85,000.00
Total Match amount left to meet:	-46,846.97

**Required Signatures for Budget Approval:**

Principal:

Lead Agency:



## 2022 900 Tax Form

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** for instructions and the latest information.

OMB No. 1545-0047

**2022****Open to Public  
Inspection**

<b>A</b> For the 2022 calendar year, or tax year beginning 07-01, 2022, and ending 06-30, 2023	
<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 <b>SAFE PASSAGES</b> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>1017 CLAY STREET</b> City or town, state or province, country, and ZIP or foreign postal code <b>OAKLAND, CA 94607-3697</b> <b>F</b> Name and address of principal officer: <b>JOSEFINA ALVARADO MENA</b> <b>SAME AS C ABOVE</b> <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>D</b> Employer identification number <b>20-4535835</b>	<b>E</b> Telephone number
<b>G</b> Gross receipts \$ <b>15,102,273</b>	
<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: <b>WWW.SAFEPASSAGES.ORG</b>	
<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: <b>2006</b> <b>M</b> State of legal domicile: <b>CA</b>

**Part I Summary**

Activities & Governance	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>TO DEVELOP CHARITABLE AND EDUCATIONAL PROGRAMS FOR HIGH NEED CHILDREN AND FAMILIES.</b>
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) <b>3</b> <b>10</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) <b>4</b> <b>9</b>
	<b>5</b> Total number of individuals employed in calendar year 2022 (Part V, line 2a) <b>5</b> <b>232</b>
	<b>6</b> Total number of volunteers (estimate if necessary) <b>6</b>
Revenue	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 <b>7a</b> <b>0</b>
	<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11 <b>7b</b> <b>0</b>
Expenses	<b>8</b> Contributions and grants (Part VIII, line 1h) <b>8</b> <b>12,547,686</b> <b>13,886,351</b>
	<b>9</b> Program service revenue (Part VIII, line 2g) <b>9</b> <b>1,047,663</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) <b>10</b> <b>29,521</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) <b>11</b> <b>138,738</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) <b>12</b> <b>12,547,686</b> <b>15,102,273</b>
	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3) <b>13</b> <b>0</b>
Net Assets or Fund Balances	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) <b>14</b> <b>0</b>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) <b>15</b> <b>6,486,727</b> <b>8,924,784</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e) <b>16a</b> <b>0</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) <b>16b</b> <b>192,387</b>
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) <b>17</b> <b>3,523,289</b> <b>3,342,492</b>
	<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) <b>18</b> <b>10,010,016</b> <b>12,267,276</b>
Net Assets or Fund Balances	<b>19</b> Revenue less expenses. Subtract line 18 from line 12 <b>19</b> <b>2,537,670</b> <b>2,834,997</b>
	<b>20</b> Total assets (Part X, line 16) <b>20</b> <b>10,405,562</b> <b>13,706,734</b>
	<b>21</b> Total liabilities (Part X, line 26) <b>21</b> <b>3,826,636</b> <b>4,292,811</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 <b>22</b> <b>6,578,926</b> <b>9,413,923</b>

**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>	<b>JOSEFINA ALVARADO MENA</b>	<b>04-05-2024</b>			
	Signature of officer	Date			
<b>Paid Preparer Use Only</b>	<b>JOSEFINA ALVARADO MENA, CEO</b>				
	Type or print name and title				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	<b>CHRISTOPHER CHIME OGBODO</b>		<b>05-02-2024</b>		<b>P01440017</b>
	Firm's name	Firm's EIN			
	Firm's address	Phone no.			
<b>CHRISTOPHER CHIME OGBODO, CPA</b>		<b>4225 TELEGRAPH AVENUE</b>		<b>510-652-6213</b>	
<b>OAKLAND CA 94609</b>					

May the IRS discuss this return with the preparer shown above? See instructions ☐ Yes ☒ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2022)

**Part III Statement of Program Service Accomplishments**

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

**1** Briefly describe the organization's mission:  
**TO DEVELOP CHARITABLE AND EDUCATIONAL PROGRAMS FOR HIGH NEED CHILDREN AND FAMILIES.**

**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 \$ **10,604,206** including grants of \$ ) (Revenue \$ )  
**SAFE PASSAGES PROVIDES EDUCATIONAL AND SUPPORT PROGRAMS FOR CHILDREN AND FAMILIES. PROGRAMS ARE PROVIDED ON A CONTINUUM FOR CHILDREN AND YOUTH BIRTH THROUGH COLLEGE AND CAREER INCLUDING PARENTING CLASSES, EARLY CHILDHOOD DEVELOPMENT SERVICES, BEHAVIORAL HEARLTH SERVICES, YOUTH DEVELOPMENT, LIFE COACHING, AND WORKFORCE DEVELOPMENT PROGRAMS AND SERVICES.**

**4b** (Code: ) (Expenses \$ **534,788** including grants of \$ ) (Revenue \$ )  
**AMERICORPS: TRAINED AND PLACED MEMBERS FUNDED BY THE FEDERAL CORPORATION FOR NATIONAL COMMUNITY SERVICE TO PROVIDE ACADEMIC AND MENTORING SERVICES TO CHILDREN OF FAMILIES IN NEIGHBORHOOD SCHOOLS.**

**4c** (Code: ) (Expenses \$ **369,105** including grants of \$ ) (Revenue \$ )  
**SAFE PASSAGES AFTER SCHOOL PROGRAMS: IMPLEMENTED HIGH IMPACT ACADEMIC, ENRICHMENT AND RECREATIONAL ACTIVITIES IN PARTNERSHIP WITH CITY OF OAKLAND AND OAKLAND UNIFIED SCHOOL DISTRICT AT MULTIPLE MIDDLE SCHOOL AND HIGH SCHOOL SITES.**

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

**4e** Total program service expenses **11,508,099**



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

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

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III . . . . .</i>		<b>x</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>x</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>x</b>
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? . . . . .		
<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>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? . . . . .		
<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>x</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>x</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 or any of these persons? <i>If "Yes," complete Schedule L, Part II. . . . .</i>		<b>x</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>x</b>
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see the 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>x</b>
<b>b</b> A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV. . . . .</i>		<b>x</b>
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV. . . . .</i>		<b>x</b>
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M. . . . .</i>		<b>x</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>x</b>
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I. . . . .</i>		<b>x</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>x</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>x</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>x</b>
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .		<b>x</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>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>x</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>x</b>
<b>38</b> Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O . . . . .	<b>x</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>115</b>	
<b>b</b> Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable . . . . .	<b>0</b>	
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? . . . . .		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return . . . . .	2a	232		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? . . . . .	2b		X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? . . . . .	3a			X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O. . . . .	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . . . . .	4a			X
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).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . . . .	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? . . . . .	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? . . . . .	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . . . .	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? . . . . .	6b			
7	<b>Organizations that may receive deductible contributions under section 170(c).</b>				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? . . . . .	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? . . . . .	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? . . . . .	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year. . . . .	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? . . . . .	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . . . . .	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? . . . . .	7g			X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? . . . . .	7h			X
8	<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? . . . . .	8			
9	<b>Sponsoring organizations maintaining donor advised funds.</b>				
a	Did the sponsoring organization make any taxable distributions under section 4966? . . . . .	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . . . .	9b			
10	<b>Section 501(c)(7) organizations.</b> Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12 . . . . .	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities . . . . .	10b			
11	<b>Section 501(c)(12) organizations.</b> Enter:				
a	Gross income from members or shareholders . . . . .	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) . . . . .	11b			
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041? . . . . .	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year . . . . .	12b			
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>				
a	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.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans . . . . .	13b			
c	Enter the amount of reserves on hand . . . . .	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year? . . . . .	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O . . . . .	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? . . . . . If "Yes," see the instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? . . . . . If "Yes," complete Form 4720, Schedule O.	16			X
17	<b>Section 501(c)(21) organizations.</b> Did the trust, or any any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? . . . . . If "Yes," complete Form 6069.	17			

**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 in 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 . . . . .	10	
	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>b</b>	Enter the number of voting members included in line 1a, above, who are independent . . . . .	9	
<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? . . . . .	2	X
<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? . . . . .	3	X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .	4	X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .	5	X
<b>6</b>	Did the organization have members or stockholders? . . . . .	6	X
<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? . . . . .	7a	X
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .	7b	X
<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? . . . . .	8a	X
<b>b</b>	Each committee with authority to act on behalf of the governing body? . . . . .	8b	X
<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 . . . . .	9	X

**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? . . . . .	10a	X
<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? . . . . .	10b	
<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? . . .	11a	X
<b>b</b>	Describe on 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. . . . .	12a	X
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . .	12b	X
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done . . . . .	12c	X
<b>13</b>	Did the organization have a written whistleblower policy? . . . . .	13	X
<b>14</b>	Did the organization have a written document retention and destruction policy? . . . . .	14	X
<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 . . . . .	15a	X
<b>b</b>	Other officers or key employees of the organization . . . . .	15b	X
	If "Yes" to line 15a or 15b, describe the process on 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? . . . . .	16a	X
<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? . . . . .	16b	

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed California
- 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.

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**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 the 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, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) 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/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(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) JOSEFINA ALVARADO MENA CEO	40.00	X		X		X		283,493	0	0
(2) DEVONE BOGGAN OFFICER	40.00				X			264,796	0	0
(3) ALICIA PEREZ LEGISLATIVE DIRECTOR	40.00				X			191,921	0	0
(4) KHAALID A MUTTAQI CHIEF OPERATING OFFICER	40.00				X			185,457	0	0
(5) KIMIKO TAHARA OPERATION AND SYSTEMS INTERGRATION	40.00					X		161,000	0	0
(6) JONATHAN BRUMFIELD YOUTH AND WORKFORCE DEVELOPMENT DIR	40.00					X		149,221	0	0
(7) REBECCA ALVARADO CLINICAL DIRECTOR	40.00					X		145,065	0	0
(8) CARMEN GONZALEZ CONTROLLER	40.00					X		132,497	0	0
(9) JOEL BAUM DIRECTOR LEARNING DESIGN	40.00					X		104,082	0	0
(10)DAN SIEGEL BOARD MEMBER	1.00	X						0	0	0
(11)LEWIS S COHEN BOARD MEMBER	1.00	X						0	0	0
(12)MELISSA HOOVER BOARD MEMBER	1.00	X						0	0	0
(13)JOHN O'TOOLE BOARD MEMBER	1.00	X						0	0	0
(14)NAMITA BROWN BOARD MEMBER	1.00	X						0	0	0

**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/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(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)TOMAS MAGANA BOARD MEMBER	1.00	X						0	0	0	
(16)SHERRY BEELER YOUNG BOARD TREASURER	1.00	X		X				0	0	0	
(17)COLIN LACON BOARD CHAIRMAN	1.00	X		X				0	0	0	
(18)											
(19)											
(20)											
(21)											
(22)											
(23)											
(24)											
(25)											
1b Subtotal											
c Total from continuation sheets to Part VII, Section A											
d Total (add lines 1b and 1c)								1,617,532	0	0	

**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

9

- 3** Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual.*
- 4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? *If "Yes," complete Schedule J for such individual.*
- 5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person.*

	Yes	No
3		X
4	X	
5		X

**Section B. Independent Contractors**

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

(A) Name and business address	(B) Description of services	(C) Compensation
COMMUNITY NETWORK SOLUTIONS, 1714 FRANKLIN ST STE 100-1	OUTREACH AND EDUC	164,555
JASON CORBURN, 1310 HASKELL ST STE B BERKELEY CA 94702	EVALUATION SERVICE	232,923
ECRATCHIT, INC, 2 SHARP STREET HINGHAM MA 02043	ACCOUNTING	118,252

**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

3

**Part VIII Statement of Revenue**

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

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns . . . . .	1a				
	b	Membership dues . . . . .	1b				
	c	Fundraising events . . . . .	1c				
	d	Related organizations . . . . .	1d				
	e	Government grants (contributions) . .	1e	13,481,281			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	405,070			
	g	Noncash contributions included in lines 1a-1f . . . . .	1g	\$			
	h	<b>Total.</b> Add lines 1a-1f . . . . .		13,886,351			
Program Service Revenue			Business Code				
	2a	AFTER SCHOOL PROGRAM	611710	1,047,663	1,047,663		
	b						
	c						
	d						
	e						
	f	All other program service revenue . . . . .					
	g	<b>Total.</b> Add lines 2a-2f . . . . .		1,047,663			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) . . . . .		29,521	29,521		
	4	Income from investment of tax-exempt bond proceeds . . . . .					
	5	Royalties . . . . .					
	6a	Gross rents . . . . .	6a	(i) Real 138,738	(ii) Personal		
	b	Less: rental expenses . . . . .	6b				
	c	Rental income or (loss) . . . . .	6c	138,738			
	d	Net rental income or (loss) . . . . .		138,738	138,738		
	7a	Gross amount from sales of assets other than inventory . . . . .	7a	(i) Securities	(ii) Other		
	b	Less: cost or other basis and sales expenses . . . . .	7b				
	c	Gain or (loss) . . . . .	7c				
	d	Net gain or (loss) . . . . .					
	8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 . . . . .	8a				
	b	Less: direct expenses . . . . .	8b				
	c	Net income or (loss) from fundraising events . . . . .					
	9a	Gross income from gaming activities. See Part IV, line 19 . . . . .	9a				
	b	Less: direct expenses . . . . .	9b				
	c	Net income or (loss) from gaming activities . . . . .					
	10a	Gross sales of inventory, less returns and allowances . . . . .	10a				
b	Less: cost of goods sold . . . . .	10b					
c	Net income or (loss) from sales of inventory . . . . .						
Miscellaneous Revenue			Business Code				
	11a						
	b						
	c						
	d	All other revenue . . . . .					
	e	<b>Total.</b> Add lines 11a-11d . . . . .					
12	<b>Total revenue.</b> See instructions . . . . .			15,102,273	1,215,922	0	0

**Part IX Statement of Functional Expenses**

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

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

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

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . .				
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . .				
<b>4</b> Benefits paid to or for members . . . . .				
<b>5</b> Compensation of current officers, directors, trustees, and key employees . . . . .				
<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) . . . . .	1,617,532	1,485,035	132,497	
<b>7</b> Other salaries and wages . . . . .	5,587,013	5,423,243	37,336	126,434
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . .	131,773	120,813	10,960	
<b>9</b> Other employee benefits . . . . .	1,033,715	1,007,660	8,130	17,925
<b>10</b> Payroll taxes . . . . .	554,751	537,186	9,059	8,506
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management . . . . .				
<b>b</b> Legal . . . . .	14,910		14,910	
<b>c</b> Accounting . . . . .	179,195	27,000	152,195	
<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.) . .	1,265,981	1,265,981		
<b>12</b> Advertising and promotion . . . . .				
<b>13</b> Office expenses . . . . .	272,467	192,414	79,540	513
<b>14</b> Information technology . . . . .	100,240	91,710	8,530	
<b>15</b> Royalties . . . . .				
<b>16</b> Occupancy . . . . .	279,874	195,912	55,975	27,987
<b>17</b> Travel . . . . .	281,770	281,770		
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .				
<b>19</b> Conferences, conventions, and meetings . . . . .	250,238	250,238		
<b>20</b> Interest . . . . .				
<b>21</b> Payments to affiliates . . . . .				
<b>22</b> Depreciation, depletion, and amortization . . . . .	64,288	47,339	11,299	5,650
<b>23</b> Insurance . . . . .	50,945	28,144	22,801	
<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> PARTICIPANT INCENTIVES	210,477	209,220	1,257	
<b>b</b> MATERIALS AND SUPPLIES	298,460	291,972	6,116	372
<b>c</b> PRINTING AND PUBLICATIONS	12,603	11,650	953	
<b>d</b> OTHER EXPENSES	23,627	23,427	200	
<b>e</b> All other expenses	37,417	17,385	15,032	5,000
<b>25</b> Total functional expenses. Add lines 1 through 24e. .	12,267,276	11,508,099	566,790	192,387
<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	1,649,728	<b>1</b>	1,156,087
	<b>2</b> Savings and temporary cash investments		<b>2</b>	2,841,635
	<b>3</b> Pledges and grants receivable, net	5,445,356	<b>3</b>	6,135,757
	<b>4</b> Accounts receivable, net		<b>4</b>	
	<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		<b>5</b>	
	<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)		<b>6</b>	
	<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	91,338	<b>9</b>	117,100
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	<b>10a</b> 3,579,964		
	<b>b</b> Less: accumulated depreciation	<b>10b</b> 123,809		
		3,219,140	<b>10c</b>	3,456,155
	<b>11</b> Investments - publicly traded securities		<b>11</b>	
	<b>12</b> Investments - other securities. See Part IV, line 11		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11		<b>13</b>	
	<b>14</b> Intangible assets		<b>14</b>	
<b>15</b> Other assets. See Part IV, line 11		<b>15</b>		
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 33)	10,405,562	<b>16</b>	13,706,734	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses	166,315	<b>17</b>	362,332
	<b>18</b> Grants payable		<b>18</b>	
	<b>19</b> Deferred revenue	381,349	<b>19</b>	409,213
	<b>20</b> Tax-exempt bond liabilities		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D		<b>21</b>	
	<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		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties	2,685,164	<b>23</b>	2,588,926
	<b>24</b> Unsecured notes and loans payable to unrelated third parties		<b>24</b>	
	<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	593,808	<b>25</b>	932,340
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25	3,826,636	<b>26</b>	4,292,811
<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	3,953,559	<b>27</b>	5,511,817
	<b>28</b> Net assets with donor restrictions	2,625,367	<b>28</b>	3,902,106
	<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> <b>Total net assets or fund balances</b>	6,578,926	<b>32</b>	9,413,923
	<b>33</b> <b>Total liabilities and net assets/fund balances</b>	10,405,562	<b>33</b>	13,706,734

**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>	15,102,273
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	12,267,276
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	2,834,997
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	6,578,926
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<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>	9,413,923

**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 on 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		x
<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	x	
<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.	x	
<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 Uniform Guidance, 2 C.F.R. Part 200, Subpart F? . . . . .	x	
<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 . . . . .	x	

**SCHEDULE A  
(Form 990)**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

**2022****Open to Public  
Inspection**

Name of the organization

Employer identification number

**SAFE PASSAGES**

20-4535835

**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).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on 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.

EEA

Schedule A (Form 990) 2022

**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) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .	4,688,668	6,609,201	7,276,023	12,547,686	15,102,273	46,223,851
<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 . . . . .	4,688,668	6,609,201	7,276,023	12,547,686	15,102,273	46,223,851
<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) . . . . .						6,188,803
<b>6 Public support.</b> Subtract line 5 from line 4.						40,035,048

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>7</b> Amounts from line 4 . . . . .	4,688,668	6,609,201	7,276,023	12,547,686	15,102,273	46,223,851
<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						46,223,851
<b>12</b> Gross receipts from related activities, etc. (see instructions) . . . . .					12	
<b>13 First 5 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 2022 (line 6, column (f), divided by line 11, column (f)) . . . . .	<b>14</b>	86.61 %
<b>15</b> Public support percentage from 2021 Schedule A, Part II, line 14 . . . . .	<b>15</b>	86.52 %
<b>16a 33 1/3% support test - 2022.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . . <input checked="" type="checkbox"/>		
<b>b 33 1/3% support test - 2021.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization. . . . . <input type="checkbox"/>		
<b>17a 10%-facts-and-circumstances test - 2022.</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 - 2021.</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) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . . .						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
<b>6 Total.</b> Add lines 1 through 5 . . . . .						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons .						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
<b>c</b> Add lines 7a and 7b . . . . .						
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . . .						

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>9</b> Amounts from line 6 . . . . .						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						
<b>c</b> Add lines 10a and 10b . . . . .						
<b>11</b> Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .						

**14 First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ☐

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

<b>15</b> Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f)) . . . . .	<b>15</b>	%
<b>16</b> Public support percentage from 2021 Schedule A, Part III, line 15 . . . . .	<b>16</b>	%

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

<b>17</b> Investment income percentage for <b>2022</b> (line 10c, column (f), divided by line 13, column (f)) . . .	<b>17</b>	%
<b>18</b> Investment income percentage from <b>2021</b> Schedule A, Part III, line 17 . . . . .	<b>18</b>	%

**19a 33 1/3% support tests - 2022.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

**b 33 1/3% support tests - 2021.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . . ☐

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

**Part IV Supporting Organizations**

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, 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 lines 3b and 3c 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 lines 4b and 4c 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 lines 5b and 5c 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</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</b> <b>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).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</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 on 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 on 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 on lines 11b and 11c below, the governing body of a supported organization?		
<b>11a</b>		
<b>b</b> A family member of a person described on line 11a above?		
<b>11b</b>		
<b>c</b> A 35% controlled entity of a person described on 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in <b>Part VI</b> .		
<b>11c</b>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, 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 officers, 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>1</b>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? 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.		
<b>2</b>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? 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).		
<b>1</b>		

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

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

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

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b>	<input type="checkbox"/>	The organization satisfied the Activities Test. Complete line 2 below.
<b>b</b>	<input type="checkbox"/>	The organization is the parent of each of its supported organizations. Complete line 3 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 lines 2a and 2b 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>2a</b>		
<b>b</b>		Did the activities described on line 2a, above, 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>2b</b>		
<b>3</b> Parent of Supported Organizations. Answer lines 3a and 3b 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? If "Yes" or "No," provide details in <b>Part VI</b> .
<b>3a</b>		
<b>b</b>		Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.
<b>3b</b>		

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

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

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		



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

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required) - <i>provide details in Part VI</i>	5
6	Other distributions ( <i>describe in Part VI</i> ). See instructions.	6
7	<b>Total annual distributions.</b> Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive ( <i>provide details in Part VI</i> ). See instructions.	8
9	Distributable amount for 2022 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1	Distributable amount for 2022 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2022 (reasonable cause required - <i>explain in Part VI</i> ). See instructions.			
3	Excess distributions carryover, if any, to 2022			
a	From 2017 . . . . .			
b	From 2018 . . . . .			
c	From 2019 . . . . .			
d	From 2020 . . . . .			
e	From 2021 . . . . .			
f	<b>Total</b> of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2022 distributable amount			
i	Carryover from 2017 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2022 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2022 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6	Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7	<b>Excess distributions carryover to 2023.</b> Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2018 . . . .			
b	Excess from 2019 . . . .			
c	Excess from 2020 . . . .			
d	Excess from 2021 . . . .			
e	Excess from 2022 . . . .			

## Part VI

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

**Schedule B  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

Attach to Form 990 or Form 990-PF.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2022**

Name of the organization

**SAFE PASSAGES**

Employer identification number

20-4535835

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 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . \$ \_\_\_\_\_

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), 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).

Name of organization <b>SAFE PASSAGES</b>	Employer identification number <b>20-4535835</b>
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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
1	ALAMEDA COUNTY OFFICE OF EDUCATION  313 WEST WINTON AVENUE  HAYWARD CA 94544	\$ 240,046	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	CALIFORNIA ENDOWMENT  1000 N ALAMEDA ST  LOS ANGELES CA 90012	\$ 750,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	ALAMEDA COUNTY PROBATION DEPARTMENT  1111 JACKSON STREET 7TH FLOOR  OAKLAND CA 94604-2059	\$ 107,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	CALIFORNIA COMMUNITY REINVESTMENT  1325 J STREET, 18TH. FLOOR  SACRAMENTO CA 95814	\$ 378,841	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	CALIFORNIA MENTAL HEALTH SERVICES  1812 9TH. STREET  SACRAMENTO CA 95811	\$ 59,396	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	EMERY UNIFIED SCHOOL DISTRICT  4727 SAN PABLO AVE  EMERYVILLE CA 94608	\$ 36,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

SAFE PASSAGES

Employer identification number

20-4535835

**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	SUNLIGHT GIVING  855 EL CAMINO REAL BLDG 4  PALO ALTO CA 94301	\$ 65,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	KAISER FOUNDATION HEALTH  1950 FRANKLIN ST, FL 19  OAKLAND CA 94612	\$ 30,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	US CORP FOR NATL SERVICE  1400 10TH. STREET  SACRAMENTO CA 95814	\$ 587,957	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
10	CALIFORNIA BSCC  2590 VENTURE OAKS WAY STE 200  SACRAMENTO CA 95833	\$ 330,663	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
11	CITY OF FORTH WORTH  200 TEXAS STREET  FORT WORTH TX 76102-6314	\$ 35,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
12	GOLDEN STATE WORRIORS FOUNDATION  1011 BROADWAY  OAKLAND CA 94607-4027	\$ 20,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

SAFE PASSAGES

Employer identification number

20-4535835

**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	LOCAL INITIATIVE SUPPORT CORPORATIO 28 LIBERTY STREET FLOOR 34 NEW YORK NY 10005	\$ 173,787	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
14	CITY OF OAKLAND 150 FRANK H OGAWA PLAZA SUITE 4216 OAKLAND CA 94612	\$ 48,566	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
15	COUNTY OF ALAMEDA 1000 SAN LEANDRO BLVD., SUITE 300 SAN LEANDRO CA 94577	\$ 25,910	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
16	OAKLAND UNIFIED SCHOOL DISTRICT 1000 BROADWAY, SUITE 150 OAKLAND CA 94607	\$ 3,480,029	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
17	QUEST FOUNDATION P O BOX 399 DANVILLE CA 94526	\$ 17,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
18	SIERRA HEALTH FOUNDATION 1321 GARDEN HIGHWAY SUITE 210 SACRAMENTO CA 95833	\$ 30,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

SAFE PASSAGES

Employer identification number

20-4535835

**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	CA DEPARTMENT OF PUBLIC HEALTH  1616 CAPITOL AVENUE, MS 0022  SACRAMENTO CA 95814	\$ 369,749	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
20	CITY OF SACRAMENTO GRANT  915 STREET 5TH FLOOR  SACRAMENTO CA 95814	\$ 250,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
21	FRESNO ECONOMIC OPPORTUNITIES COMMI  1920 MARIPOSA ST SUITE 300  FRESNO CA 93702	\$ 90,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
22	LANGELOTH FOUNDATION  275 MADISON AVENUE SUITE 2102  NEW YORK NY 10016	\$ 31,750	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
23	NEW VENTURE  1201 CONNECTICUT AVE NW STE 300  WASHINGTON DC 20026	\$ 75,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
24	ALAMEDA COUNTY COMMUNITY BANK  7900 EDGEWATER DRIVE  OAKLAND CA 94621	\$ 188,965	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

SAFE PASSAGES

Employer identification number

20-4535835

**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	COUNTY OF ALAMEDA  1000 SAN LEANDRO BLVD  SAN LEANDRO CA 94577	\$ 15,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
26	ALAMEDA COUNTY SOCIAL SERVICES AGEN  1221 OAK STREET  OAKLAND CA 94612	\$ 145,666	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
27	BAY AREA COMMUNITY SERVICES INC  390 40TH STREET  OAKLAND CA 94609	\$ 121,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
28	BELLA VISTA FOUNDATION  1660 BUSH STREET SUITE 300  SAN FRANCISCO CA 94109	\$ 50,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
29	CDSS CENTRO LEGAL DE LA RAZA  3400 E 12TH STREET  OAKLAND CA 94601	\$ 52,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
30	CALIFORNIA FAMILY RESOURES ACCOC  1390 66TH AVENUE  OAKLAND CA 94621	\$ 121,699	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization

SAFE PASSAGES

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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
31	CITY OF OAKLAND WORKFOURCE DEV 250 FRANK OGAWA PLAZA 3RD FLOOR OAKLAND CA 94612	\$ 326,122	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
32	CITY OF OAKLANDCOMMUNITY DEV 250 FRANK OGAWA PLAZA 5TH FLOOR OAKLAND CA 94612	\$ 43,667	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
33	CITY OF ROCHESTER DEPT OF RECREATIO 57 ST PAUL STREET ROCHESTER NY 14604	\$ 85,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
34	INGHAM COUNTY BOARD OF COMMISSIONER 341 S JEFFERSON STREET MASON MI 48854	\$ 192,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
35	CDSS FAMILY AND COMMUNITY SUPPORT 744 P STREET MS 8 11 544 SACRAMENTO CA 95814	\$ 46,911	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
36	ANDRUS FAMILY FUND SURDNA FOUNDATIO 200 MADISON AVENUE 25TH FLOOR NEW YORK NY 10016	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization <b>SAFE PASSAGES</b>	Employer identification number <b>20-4535835</b>
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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
37	CAPITOL IMPACT LLC  1107 9TH STREE SUITE 500  SACRAMENTO CA 95814	\$ 120,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
38	CITY OF VALLEJO  555 SANTA CLARA STREET  VALLEJO CA 94590	\$ 472,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
39	EVERYTOWN FOR GUN SAFETY SUPPORT FU  P O BOX 4184  NEW YORK NY 10163	\$ 50,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
40	KAISER PERMANENTE COMMUNITY BENEFIT  1800 HARRISON STREET 25TH FLOOR  OAKLAND CA 94612	\$ 100,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
41	MICHIGAN PUBLIC HEALTH INSTITUTE  2436 WOOD LAKE CIRCLE SUITE 300  OKEMOS MI 48864	\$ 6,750	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
42	MULTNOMA COUNTY  501 SE HOWTHORNE BLVD SUITE 125  PORTLAND OR 97214	\$ 185,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

SAFE PASSAGES

Employer identification number

20-4535835

**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	RISE INC 17317 FREMONT ST ESPARTO CA 95627	\$ 164,334	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
44	BOARD OF STATE AND COMMUNITY CORREC 2590 VENTURA OAKS WY SUITE 200 SACRAMENTO CA 95833	\$ 758,654	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
45	THE HARRY AND JEANETTE WEINBERG FOU 7 PARK CENTER COURT OWINGS MILLS MD 21117-4200	\$ 200,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
46	CITY OF ORLANDO 595 NRIMROSE DRIVE ORLANDO FL 32803	\$ 185,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
47	SUTTER HEALTH VALLEY AREA P O BOX 619110 ROSEVILLE CA 95661	\$ 200,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
48	HEALTH RESOURCES AND SERVICES ADMIN SUPERIOR PUBLIC HEALTH ANALYST SACRAMENTO CA 95833	\$ 273,756	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

SAFE PASSAGES

Employer identification number

20-4535835

**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	THE WILLIAM G IRWIN CHARITY FOUNDAT 1660 BUSH STREET SUITE 300 SAN FRANCISCO CA 94109	\$ 75,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
50	OAKLAND FOUND FOR CHILDREN AND YOUT 150 FRANK OGAWA PLAZA OAKLAND CA 94612	\$ 1,567,683	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
51	LOTY BLOOM 2800 PARK BLVD OAKLAND CA 94606	\$ 15,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
52	MORGAN STANLEY 1585 BROADWAY NEW YORK NY 10036	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
53	MUFG UNION BANK 1251 AVENUE OF THE AMERICA NEW YORK NY 10020-1104	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
54	OAKLAND PUBLIC EDUCATION FUND P O BOX 71005 OAKLAND CA 94612	\$ 456,556	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

SAFE PASSAGES

Employer identification number

20-4535835

**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	THE LOWELL BERRY FOUNDATION 3685 MT DIABLO BLVD SUITE 351 LAFAYETTE CA 94549	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
56	BERNAL E 7 ALBA WITKIN CHARITABLE F P O BOX 7190 BERKELEY CA 94707	\$ 20,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
57	SF FOUNDATION SUMMER HEAL AMERICA 4201 WILSON BLVD STE 800 ARLINGTON VA 22203	\$ 35,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
58	CITY OF ANTIOCH P O BOX 5007 ANTIOCH CA 94531-5007	\$ 40,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

**SCHEDULE D  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

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

**2022**

**Open to Public  
Inspection**

Name of the organization

Employer identification number

**SAFE PASSAGES**

20-4535835

**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"/> Protection of natural habitat <input type="checkbox"/> Preservation of open space <input type="checkbox"/> Preservation of a historically important land area <input type="checkbox"/> Preservation of a certified historic structure	
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 July 25, 2006, 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** (continued)

**3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

**a** ☐ Public exhibition

**b** ☐ Scholarly research

**c** ☐ Preservation for future generations

**d** ☐ Loan or exchange program

**e** ☐ Other \_\_\_\_\_

**4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

**5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . . . . ☐ Yes ☐ No

**Part IV Escrow and Custodial Arrangements.**

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

**1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . . . ☐ Yes ☐ No

**b** If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
<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 . . . . . ☐

**Part V Endowment Funds.**

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

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance . . . . .					
<b>b</b> Contributions . . . . .					
<b>c</b> Net investment earnings, gains, and losses . . . . .					
<b>d</b> Grants or scholarships . . . . .					
<b>e</b> Other expenditures for facilities and programs . . . . .					
<b>f</b> Administrative expenses . . . . .					
<b>g</b> End of year balance . . . . .					

**2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

**a** Board designated or quasi-endowment \_\_\_\_\_ %

**b** Permanent endowment \_\_\_\_\_ %

**c** Term endowment \_\_\_\_\_ %

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 . . . . .

**(ii)** Related organizations . . . . .

	Yes	No
<b>3a(i)</b>		
<b>3a(ii)</b>		
<b>3b</b>		

**b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? . . . . .

**4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land . . . . .	960,000			960,000
<b>b</b> Buildings . . . . .	2,514,392		84,744	2,429,648
<b>c</b> Leasehold improvements . . . . .	27,548			27,548
<b>d</b> Equipment . . . . .	78,024		39,065	38,959
<b>e</b> Other . . . . .				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) . . . . .				3,456,155

**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) <b>PAYROLL LIABILITIES</b>	<b>640,547</b>	
(3) <b>OTHER LIABILITIES</b>	<b>291,793</b>	
(4) _____		
(5) _____		
(6) _____		
(7) _____		
(8) _____		
(9) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) . . . . .	<b>932,340</b>	

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. . . . . ☐



<b>Part XI</b>	<b>Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.</b>
----------------	--

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>	<b>15,102,273</b>
<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>		
<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>		
<b>e</b>	Add lines <b>2a</b> through <b>2d</b> . . . . .		<b>2e</b>	
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b> . . . . .		<b>3</b>	<b>15,102,273</b>
<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>		
<b>c</b>	Add lines <b>4a</b> and <b>4b</b> . . . . .		<b>4c</b>	
<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>	<b>15,102,273</b>

<b>Part XII</b>	<b>Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.</b>
-----------------	--

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>	<b>12,267,276</b>
<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>		
<b>e</b>	Add lines <b>2a</b> through <b>2d</b> . . . . .		<b>2e</b>	
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b> . . . . .		<b>3</b>	<b>12,267,276</b>
<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>		
<b>c</b>	Add lines <b>4a</b> and <b>4b</b> . . . . .		<b>4c</b>	
<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>	<b>12,267,276</b>

<b>Part XIII</b>	<b>Supplemental Information.</b>
------------------	----------------------------------

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.

[illegible]

**SCHEDULE J  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

**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

**2022**

Open to Public  
Inspection

Employer identification number

20-4535835

**SAFE PASSAGES**

**Part I Questions Regarding Compensation**

	Yes	No
<b>1a</b> 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>b</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	<b>1b</b>	
<b>2</b> 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?	<b>2</b>	
<b>3</b> 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 checked="" type="checkbox"/> Written employment contract <input type="checkbox"/> Independent compensation consultant <input checked="" type="checkbox"/> Compensation survey or study <input checked="" type="checkbox"/> Form 990 of other organizations <input checked="" type="checkbox"/> Approval by the board or compensation committee		
<b>4</b> 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:		
<b>a</b> Receive a severance payment or change-of-control payment?	<b>4a</b>	<b>x</b>
<b>b</b> Participate in or receive payment from a supplemental nonqualified retirement plan?	<b>4b</b>	<b>x</b>
<b>c</b> 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.	<b>4c</b>	<b>x</b>
<b>Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.</b>		
<b>5</b> 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:		
<b>a</b> The organization?	<b>5a</b>	<b>x</b>
<b>b</b> Any related organization? If "Yes" on line 5a or 5b, describe in Part III.	<b>5b</b>	<b>x</b>
<b>6</b> 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:		
<b>a</b> The organization?	<b>6a</b>	<b>x</b>
<b>b</b> Any related organization? If "Yes" on line 6a or 6b, describe in Part III.	<b>6b</b>	<b>x</b>
<b>7</b> 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	<b>7</b>	<b>x</b>
<b>8</b> 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	<b>8</b>	<b>x</b>
<b>9</b> If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	<b>9</b>	

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2022

**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 and/or 1099-NEC 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	JOSEFINA ALVARADO MENA CEO	(i) 283,493	0	0	0	0	283,493	0
		(ii) 0	0	0	0	0	0	0
2	ALICIA PEREZ LEGISLATIVE DIRECTOR	(i) 191,921	0	0	0	0	191,921	0
		(ii) 0	0	0	0	0	0	0
3	DEVONE BOGGAN OFFICER	(i) 264,796	0	0	0	0	264,796	0
		(ii) 0	0	0	0	0	0	0
4	KHAALID A MUTTAQI CHIEF OPERATING OFFICER	(i) 185,457	0	0	0	0	185,457	0
		(ii) 0	0	0	0	0	0	0
5	KIMIKO TAHARA OPERATION AND SYSTEMS INT	(i) 161,000	0	0	0	0	161,000	0
		(ii) 0	0	0	0	0	0	0
6		(i)						
		(ii)						
7		(i)						
		(ii)						
8		(i)						
		(ii)						
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 O  
(Form 990)**Department of the Treasury  
Internal Revenue Service**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

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

OMB No. 1545-0047

**2022****Open to Public  
Inspection**

Name of the organization

**SAFE PASSAGES**

Employer identification number

**20-4535835****01. Form 990 governing body review (Part VI, line 11)**

MANAGEMENT HAS REVIEWED THE FORM 990 AND PROVIDED A FULL COPY TO THE BOARD PRIOR TO  
FILING.

**02. Conflict of interest policy compliance (Part VI, line 12c)**

FORM 990, PART VI, SECTION B, LINE 12C - BOARD MEMBERS AND OFFICERS ARE COVERED BY THE  
CONFLICT OF INTEREST POLICY. THE BOARD DETERMINES WHETHER A CONFLICT EXISTS AND WILL  
REVIEW ANY CONFLICTS IN ACCORDANCE WITH THE POLICY. THE INDIVIDUAL WITH THE CONFLICT IS  
RESTRICTED FROM DISCUSSIONS AND DECISIONS REGARDING THE CONFLICT

**03. CEO, executive director, top management comp (Part VI, line 15a)**

COMPARABLE COMPENSATION STATISTICS FOR ALL KEY POSITIONS, INCLUDING CEO, COO/CFO, DEPUTY  
DIRECTOR ETC, ANALYZED WITH PURCHASED DATA FROM THE COMPREHENSIVE GUIDESTAR SECTOR SURVEY  
UPDATED EACH YEAR

**04. Other officer or key employee compensation (Part VI, line 15b)**

THE BOARD OF DIRECTORS DETERMINES COMPENSATION FOR THE CEO AND KEY EMPLOYEES.COMPARABILITY  
DATA IS UTILIZED TO DETERMINE APPROPRIATE COMPENSATION AMOUNTS. THIS PROCESS IS DOCUMENTED  
AND WAS LAST COMPLETED IN FY 2017 FOR THE CEO AND FY 2016 FOR OTHER KEY EMPLOYEES

**05. Governing documents, etc, available to public (Part VI, line 19)**

ALL PUBLIC DOCUMENTS AVAILABLE ELECTRONICALLY UPON REQUEST OR VIA DOWNLOAD DIRECTLY FROM  
GUIDESTAR.COM, AS WELL AS ON THE WEBSITE OF THE CALIFORNIA ATTORNEY GENERAL'S REGISTRY OF  
CHARITABLE TRUSTS.

Employer identification number

20-4535835

## SUBCONTRACTORS

Form **8879-TE****IRS e-file Signature Authorization  
for a Tax Exempt Entity**

OMB No. 1545-0047

For calendar year 2022, or fiscal year beginning 07-01, 2022, and ending 06-30, 2023

**2022**Department of the Treasury  
Internal Revenue Service**Do not send to the IRS. Keep for your records.**Go to [www.irs.gov/Form8879TE](http://www.irs.gov/Form8879TE) for the latest information.

Name of filer

EIN or SSN

**SAFE PASSAGES**

20-4535835

Name and title of officer or person subject to tax

JOSEFINA ALVARADO MENA, CEO

**Part I Type of Return and Return Information**

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here . . . . . <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12) . . . . .	1b	15,102,273
2a Form 990-EZ check here . . . . . <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9) . . . . .	2b	
3a Form 1120-POL check here . . . . . <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22) . . . . .	3b	
4a Form 990-PF check here . . . . . <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5). . . . .	4b	
5a Form 8868 check here . . . . . <input type="checkbox"/>	b Balance due (Form 8868, line 3c) . . . . .	5b	
6a Form 990-T check here . . . . . <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4) . . . . .	6b	
7a Form 4720 check here . . . . . <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1) . . . . .	7b	
8a Form 5227 check here . . . . . <input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D) . . . . .	8b	
9a Form 5330 check here . . . . . <input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19) . . . . .	9b	
10a Form 8038-CP check here . . . . . <input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22) . . . . .	10b	

**Part II Declaration and Signature Authorization of Officer or Person Subject to Tax**

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the

2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

**PIN: check one box only**

☒ I authorize CHRISTOPHER CHIME OGBODO, C to enter my PIN 35835 as my signature  
ERO firm name Enter five numbers, but  
do not enter all zeros

on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date 04-05-2024**Part III Certification and Authentication**

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

948142 06926**Do not enter all zeros**

I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

Date 05-02-2024

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

For Privacy Act and Paperwork Reduction Act Notice, see the instructions.

Form **8879-TE** (2022)

**Form 990  
Worksheet**

**Schedule A, Line 5 - Excess 2% Limitation Contributors**

(This page is not filed with the return. It is for your records only.)

**2022**

Name(s) as shown on return

**SAFE PASSAGES**

Tax ID Number

**20-4535835**

2% of the amount on Schedule A, Part II, line 11, column (f) . . . . . **924,477**

Name	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total	(g) Excess contributions (col. (f) minus the 2% limitation)
ALAMEDA COUNTY OFFICE OF EDUCATION			28,800		240,046	268,846	
CALIFORNIA ENDOWMENT	656,408	600,000	150,000		750,000	2,156,408	1,231,931
ALAMEDA COUNTY PROBATION DEPARTMENT			87,623		107,500	195,123	
CALIFORNIA COMMUNITY REINVESTMENT			205,617		378,841	584,458	
CALIFORNIA MENTAL HEALTH SERVICES			150,020		59,396	209,416	
EMERY UNIFIED SCHOOL DISTRICT			30,000		36,000	66,000	
SUNLIGHT GIVING	56,000	250,000	260,000		65,000	631,000	
KAISER FOUNDATION HEALTH	5,000	30,000	15,000		30,000	80,000	
US CORP FOR NATL SERVICE			860,245		587,957	1,448,202	523,725
CALIFORNIA BSCC			167,404		330,663	498,067	
CITY OF FORTH WORTH			30,000		35,000	65,000	
GOLDEN STATE WARRIORS FOUNDATION			45,000		20,000	65,000	
LOCAL INITIATIVE SUPPORT CORPORATIO			33,514		173,787	207,301	
CITY OF OAKLAND			1,134,618		48,566	1,183,184	258,707
COUNTY OF ALAMEDA			17,703		25,910	43,613	
OAKLAND UNIFIED SCHOOL DISTRICT			975,682		3,480,029	4,455,711	3,531,234
QUEST FOUNDATION			24,128		17,500	41,628	
SIERRA HEALTH FOUNDATION			357,475		30,000	387,475	
CA DEPARTMENT OF PUBLIC HEALTH			226,599		369,749	596,348	
CITY OF SACRAMENTO GRANT			250,000		250,000	500,000	
FRESNO ECONOMIC OPPORTUNITIES COMMI			90,000		90,000	180,000	
LANGELOTH FOUNDATION			475,000		31,750	506,750	
NEW VENTURE			50,000		75,000	125,000	
ALAMEDA COUNTY COMMUNITY BANK					188,965	188,965	
COUNTY OF ALAMEDA					15,000	15,000	
ALAMEDA COUNTY SOCIAL SERVICES AGEN					145,666	145,666	
BAY AREA COMMUNITY SERVICES INC					121,000	121,000	
BELLA VISTA FOUNDATION					50,000	50,000	
CDSS CENTRO LEGAL DE LA RAZA					52,500	52,500	

**Form 990  
Worksheet**

**Schedule A, Line 5 - Excess 2% Limitation Contributors**

(This page is not filed with the return. It is for your records only.)

**2022**

Name(s) as shown on return

**SAFE PASSAGES**

Tax ID Number

**20-4535835**

2% of the amount on Schedule A, Part II, line 11, column (f) . . . . . **924,477**

Name	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total	(g) Excess contributions (col. (f) minus the 2% limitation)
CALIFORNIA FAMILY RESOURES ACCOC					121,699	121,699	
CITY OF OAKLAND WORKFOURCE DEV					326,122	326,122	
CITY OF OAKLANDCOMMUNITY DEV					43,667	43,667	
CITY OF ROCHESTER DEPT OF RECREATIO					85,000	85,000	
INGHAM COUNTY BOARD OF COMMISSIONER					192,500	192,500	
CDSS FAMILY AND COMMUNITY SUPPORT					46,911	46,911	
ANDRUS FAMILY FUND SURDNA FOUNDATIO					5,000	5,000	
CAPITOL IMPACT LLC					120,000	120,000	
CITY OF VALLEJO					472,500	472,500	
EVERYTOWN FOR GUN SAFETY SUPPORT FU					50,000	50,000	
KAISER PERMANENTE COMMUNITY BENEFIT					100,000	100,000	
MICHIGAN PUBLIC HEALTH INSTITUTE					6,750	6,750	
MULTNOMA COUNTY					185,000	185,000	
RISE INC					164,334	164,334	
BOARD OF STATE AND COMMUNITY CORREC					758,654	758,654	
THE HARRY AND JEANETTE WEINBERG FOU					200,000	200,000	
CITY OF ORLANDO					185,000	185,000	
SUTTER HEALTH VALLEY AREA					200,000	200,000	
HEALTH RESOURCES AND SERVICES ADMIN					273,756	273,756	
THE WILLIAM G IRWIN CHARITY FOUNDAT					75,000	75,000	
OAKLAND FOUND FOR CHILDREN AND YOUT					1,567,683	1,567,683	643,206
LOTY BLOOM					15,000	15,000	
MORGAN STANLEY					5,000	5,000	
MUFG UNION BANK					10,000	10,000	
OAKLAND PUBLIC EDUCATION FUND					456,556	456,556	
THE LOWELL BERRY FOUNDATION					5,000	5,000	
BERNAL E 7 ALBA WITKIN CHARITABLE F					20,000	20,000	
SF FOUNATION SUMMER HEAL AMERICA					35,000	35,000	
CITY OF ANTIOCH					40,000	40,000	

**TOTAL**

**6,188,803**



990

Tax Exempt  
Diagnostic Summary

2022

Name

SAFE PASSAGES

Employer Identification #

20-4535835

Demographics

Mailing Address:

1017 CLAY STREET

OAKLAND, CA 94607-3697

Phone:

Resident State: CA

Diagnostics

Preparer: CHRISTOPHER CHIME

Invoice:

Date: 05-02-2024

Return Information

Item on Return	2022 Federal	2021 Federal (If available)
Total Revenue	15,102,273	12,547,686
Total Expenses	12,267,276	10,010,016
Net Excess (Deficit)	2,834,997	2,537,670
Net Assets or Fund Balances	9,413,923	6,578,926

State/City Information

<u>State/City</u>	<u>Taxable Revenue</u>	<u>Total Expenses</u>	<u>Change Fund Balance</u>	<u>UBIT</u>	<u>Total Tax</u>	<u>Refund/ (Balance Due)</u>
CA	15,102,273	2,834,997				

2022

California Exempt Organization  
Annual Information Return

199

Calendar Year 2022 or fiscal year beginning (mm/dd/yyyy) 07-01-2022, and ending (mm/dd/yyyy) 06-30-2023

Corporation/Organization name

SAFE PASSAGES

California corporation number

2868332

Additional information. See instructions.

FEIN

20-4535835

Street address (suite or room)

1017 CLAY STREET

PMB no.

City

OAKLAND

State

CA

Zip code

94607-3697

Foreign country name

Foreign province/state/county

Foreign postal code

- A** First return ☐ Yes ☒ No
- B** Amended return ☐ Yes ☒ No
- C** IRC Section 4947(a)(1) trust ☐ Yes ☒ No
- D** Final information return?
- ☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized
- Enter date: (mm/dd/yyyy) ☐
- E** Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other
- F** Federal return filed? (1) ☐ 990T (2) ☐ 990PF (3) ☐ Sch H (990)
- (4) ☒ Other 990 series
- G** Is this a group filing? See instructions ☐ Yes ☒ No
- H** Is this organization in a group exemption ☐ Yes ☒ No
- If "Yes," what is the parent's name?

- I** Did the organization have any changes to its guidelines not reported to the FTB? See instructions ☐ Yes ☒ No
- J** If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions ☐ Yes ☒ No
- K** Is the organization exempt under R&TC Section 23701g? ☐ Yes ☒ No
- If "Yes," enter the gross receipts from nonmember sources ☐ \$
- L** Is the organization a limited liability company? ☐ Yes ☒ No
- M** Did the organization file Form 100 or Form 109 to report taxable income? ☐ Yes ☒ No
- N** Is the organization under audit by the IRS or has the IRS audited in a prior year? ☐ Yes ☒ No
- O** Is federal Form 1023/1024 pending? ☐ Yes ☒ No
- Date filed with IRS

**Part I** Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	15,102,273	00			
	2	Gross dues and assessments from members and affiliates	2		00			
	3	Gross contributions, gifts, grants, and similar amounts received	3		00			
	4	Total gross receipts for filing requirement test. Add line 1 through line 3.	4	15,102,273	00			
	This line must be completed. If the result is less than \$50,000, see General Information B							
	5	Cost of goods sold	5		00			
	6	Cost or other basis, and sales expenses of assets sold	6		00			
	7	Total costs. Add line 5 and line 6	7		00			
8	Total gross income. Subtract line 7 from line 4	8	15,102,273	00				
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	12,267,276	00			
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	2,834,997	00			
Filing Fee	11	Total payments	11		00			
	12	Use tax. See General Information K	12		00			
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00			
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00			
	15	Penalties and interest. See General Information J	15		00			
	16	Balance due. Add line 12 and line 15. Then subtract line 11 from the result	16		00			
Sign Here	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 taxpayer) is based on all information of which preparer has any knowledge.							
	Signature of officer	JOSEFINA ALVARADO MENA	Title	CEO	Date	04/05/2024	Telephone	
Paid Preparer's Use Only	Preparer's signature		Date	05/02/2024	Check if self-employed	<input checked="" type="checkbox"/>	PTIN	P01440017
	Firm's name (or yours, if self-employed) and address	CHRISTOPHER CHIME OGBODO, CPA 4225 TELEGRAPH AVENUE OAKLAND, CA 94609					Firm's FEIN	94-3006926
						Telephone	510-652-6213	
	May the FTB discuss this return with the preparer shown above? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							

**Part II Organizations with gross receipts of more than \$50,000 and private foundations**  
**regardless of amount of gross receipts - complete Part II or furnish substitute information.**

20-4535835

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions . . . . .	•	1	15,102,273	00
	2	Interest . . . . .	•	2		00
	3	Dividends . . . . .	•	3		00
	4	Gross rents . . . . .	•	4		00
	5	Gross royalties . . . . .	•	5		00
	6	Gross amount received from sale of assets (See instructions) . . . . .	•	6		00
	7	Other income. Attach schedule . . . . .	•	7		00
	8	<b>Total</b> gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1- . . . .		8	15,102,273	00
	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule . . . . .	•	9		00
Expenses and Disbursements	10	Disbursements to or for members . . . . .	•	10		00
	11	Compensation of officers, directors, and trustees. Attach schedule . . . . .	•	11		00
	12	Other salaries and wages . . . . .	•	12	7,204,545	00
	13	Interest . . . . .	•	13		00
	14	Taxes . . . . .	•	14	554,751	00
	15	Rents . . . . .	•	15	279,874	00
	16	Depreciation and depletion (See instructions) . . . . .	•	16	64,288	00
	17	Other expenses and disbursements. Attach schedule . . . . .	•	17	4,163,818	00
	18	<b>Total</b> expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line-9. . .		18	12,267,276	00

Schedule L Balance Sheet		Beginning of taxable year		End of taxable year	
Assets		(a)	(b)	(c)	(d)
1	Cash . . . . .		1,649,728		• 3,997,722
2	Net accounts receivable . . . . .				•
3	Net notes receivable . . . . .		5,445,356		• 6,135,757
4	Inventories . . . . .				•
5	Federal and state government obligations . . . . .				•
6	Investments in other bonds . . . . .				•
7	Investments in stock . . . . .				•
8	Mortgage loans . . . . .				•
9	Other investments. Attach schedule . . . . .				•
10 a	Depreciable assets . . . . .	2,318,661		2,619,964	
b	Less accumulated depreciation . . . . .	59,521	2,259,140	123,809	2,496,155
11	Land . . . . .		960,000		• 960,000
12	Other assets. Attach schedule . . . . .		91,338		• 117,100
13	<b>Total assets</b> . . . . .		10,405,562		13,706,734
Liabilities and net worth					
14	Accounts payable . . . . .		166,315		• 362,332
15	Contributions, gifts, or grants payable . . . . .				•
16	Bonds and notes payable . . . . .				•
17	Mortgages payable . . . . .		2,685,164		• 2,588,926
18	Other liabilities. Attach schedule . . . . .		975,157		1,341,553
19	Capital stock or principal fund . . . . .				•
20	Paid-in or capital surplus. Attach reconciliation . . . . .				•
21	Retained earnings or income fund . . . . .		6,578,926		• 9,413,923
22	<b>Total liabilities and net worth</b> . . . . .		10,405,562		13,706,734

**Schedule M-1 Reconciliation of income per books with income per return**

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.

1	Net income per books . . . . .	•	7	Income recorded on books this year not included in this return. Attach schedule . . . . .	•
2	Federal income tax . . . . .	•	8	Deductions in this return not charged against book income this year. Attach schedule . . . . .	•
3	Excess of capital losses over capital gains . . . . .	•	9	Total. Add line 7 and line 8 . . . . .	
4	Income not recorded on books this year. Attach schedule . . . . .	•	10	Net income per return. Subtract line 9 from line 6 . . . . .	
5	Expenses recorded on books this year not deducted in this return. Attach schedule . . . . .	•			
6	Total. Add line 1 through line 5 . . . . .				

MAIL TO:  
Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470

STREET ADDRESS:  
1300 I Street  
Sacramento, CA 95814  
(916) 210-6400

WEBSITE ADDRESS:  
[www.oag.ca.gov/charities](http://www.oag.ca.gov/charities)

## ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code

11 Cal. Code Regs. sections 301-306, 309, 311, and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.

(For Registry Use Only)

<p><b>SAFE PASSAGES</b></p> <p>Name of Organization _____</p> <p>List all DBAs and names the organization uses or has used _____</p> <p><u>1017 CLAY STREET</u> Address (Number and Street)</p> <p><u>OAKLAND, CA 94607-3697</u> City or Town, State, and ZIP Code</p> <p>Telephone Number _____ E-mail Address _____</p>	<p>Check if:</p> <p><input type="checkbox"/> Change of address</p> <p><input type="checkbox"/> Amended report</p> <p>State Charity Registration Number <u>CT-0160539</u></p> <p>Corporation or Organization No. <u>2868332</u></p> <p>Federal Employer ID No. <u>20-4535835</u></p>
---	---

### ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312) Make Check Payable to Department of Justice

Total Revenue	Fee	Total Revenue	Fee	Total Revenue	Fee
Less than \$50,000	\$25	Between \$250,001 and \$1 million	\$100	Between \$20,000,001 and \$100 million	\$800
Between \$50,000 and \$100,000	\$50	Between \$1,000,001 and \$5 million	\$200	Between \$100,000,001 and \$500 million	\$1,000
Between \$100,001 and \$250,000	\$75	Between \$5,000,001 and \$20 million	\$400	Greater than \$500 million	\$1,200

#### PART A - ACTIVITIES

For your most recent full accounting period (beginning 07-01-2022 ending 06-30-2023) list:

Total Revenue \$

(including noncash contributions) 15,102,273 Noncash Contributions \$ \_\_\_\_\_ Total Assets \$ 13,706,734

Program Expenses \$11,508,099 Total Expenses \$ 12,267,276

#### PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.		Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?			X
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?			X
3. During this reporting period, were any organization funds used to pay any penalty, fine or judgment?			X
4. During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?			X
5. During this reporting period, did the organization receive any governmental funding?		X	
6. During this reporting period, did the organization hold a raffle for charitable purposes?			X
7. Does the organization conduct a vehicle donation program?			X
8. Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?		X	
9. At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?			X

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.

Signature of Authorized Agent JOSEFINA ALVARADO ME Title CEO Date 04-05-2024

**ANNUAL  
REGISTRATION RENEWAL FEE REPORT  
TO ATTORNEY GENERAL OF CALIFORNIA**

Sections 12586 and 12587, California Government Code  
11 Cal. Code Regs. sections 301-306, 309, 311 and 312

**STATEMENT INFORMATION**

Name as shown on return:

SAFE PASSAGES

FEIN

20-4535835

GOVERNMENT FUNDING SOURCES

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 BROADWAY, SUITE 150  
OAKLAND, CA 94607

CA. DEPT. OF PUBLIC HEALTH (CDPH)  
P.O BOX 997377  
SACRAMENTO, CA 95899 916-552-9861

ALAMEDA COUNTY SOCIAL SERVICES AGENCY (CASSA)  
1221 OAK STREET  
OAKLAND, CA 94612 510-267-8632

ALAMEDA COUNTY SOCIAL SERVICES AGENCY

TAXABLE YEAR

**2022****California e-file Return Authorization for Exempt Organizations**

FORM

**8453-EO**

Exempt Organization name

SAFE PASSAGES

Identifying number

20-4535835

**Part I Electronic Return Information** (whole dollars only)

1	Total gross receipts (Form 999, line 4)	1	15,102,273
2	Total gross income (Form 999, line 8)	2	15,102,273
3	Total expenses and disbursements (Form 999, line 9)	3	12,267,276

**Part II Settle Your Account Electronically for Taxable Year 2022**

4	<input type="checkbox"/> Electronic funds withdrawal	4a	Amount	4b	Withdrawal date (mm/dd/yyyy)
---	--	----	--------	----	------------------------------

**Part III Banking Information** (Have you verified the exempt organization's banking information?)

5	Routing number	7	Type of account:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
6	Account number				

**Part IV Declaration of Officer**

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2022 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

**Sign Here**

Signature of officer

04-05-2024

Date



Title

**Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.** See instructions.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2022 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

**ERO Must Sign**

ERO's signature



Date

Check if also paid preparer ☒Check if self-employed ☒

ERO's PTIN

P01440017

Firm's name (or yours if self-employed) and address

CHRISTOPHER CHIME OGBODO, CPA  
4225 TELEGRAPH AVENUE  
OAKLAND, CA

Firm's FEIN

94-3006926

ZIP code

94609

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

**Paid Preparer Must Sign**

Paid preparer's signature



Date

Check if self-employed ☐

Paid preparer's PTIN

Firm's name (or yours if self-employed) and address

Firm's FEIN

ZIP code

Name(s) as shown on return

SSN/FEIN

SAFE PASSAGES

20-4535835

Description	Amount
EMPLOYEE BENEFITS	\$ 1,165,488
ACCOUNTING AND AUDITING	194,105
SUBCONTRACTORS	1,265,981
OFFICE EXPENSES	272,467
INFORMATION TECHNOLOGY	100,240
TRAVEL	281,770
PRINTING AND PUBLICATIONS	12,603
MATERIALS AND SUPPLIES	298,460
PARTICIPANT INCENTIVES	210,477
CONFERENCES	250,238
INSURANCE	50,945
OTHER	61,044
Total:	\$ <u>4,163,818</u>



## Copy of External Evaluation of Program



## Program Elev8 Youth

**Strategy:** Engagement and Success for Elementary and Middle School Students  
**Annual Grant Funding:** \$91,600

**End-of-Year Profile**  
**FY2021-2022**

Safe Passages proposes to partner with six school communities across West Oakland, Fruitvale, and East Oakland to provide 210 low-income elementary and middle school youth with increased access to academic support, advocacy and mentoring, and STEAM programming. Services will be provided daily during the regular school year. Programming is designed to increase regular school attendance, improve school connectedness and connections to caring adults, improve literacy and numeracy among participants, and increase access to STEAM service learning opportunities.

## Program Score Card

These select performance measures were identified by program staff, OFCY and the evaluation team as indicative of programs' quality and success in working towards the strategic objectives for the Engagement and Success for Elementary and Middle School Students strategy.

## Program Achievements: How much did we do?

Number of Youth Served: **131**

Total Hours of Service Provided: **99,309**

Average Hours of Service per Youth **758**

## Program Achievements: How well did we do it?

Progress Toward Projected Enrollment and Attendance

Strategy Average

Measure	Program Achievement	Strategy Average
Progress towards projected number of youth served	<b>101%</b>	113%
Progress towards projected units of service	<b>118%</b>	109%
Progress towards average hours of service per participant	<b>117%</b>	98%

Percent of Youth in Agreement

Measure	Program Achievement	Strategy Average
I feel safe in this program.	<b>73%</b>	77%
There is an adult at this program who cares about me.	<b>76%</b>	75%
I am interested in what we do at this program.	<b>61%</b>	74%

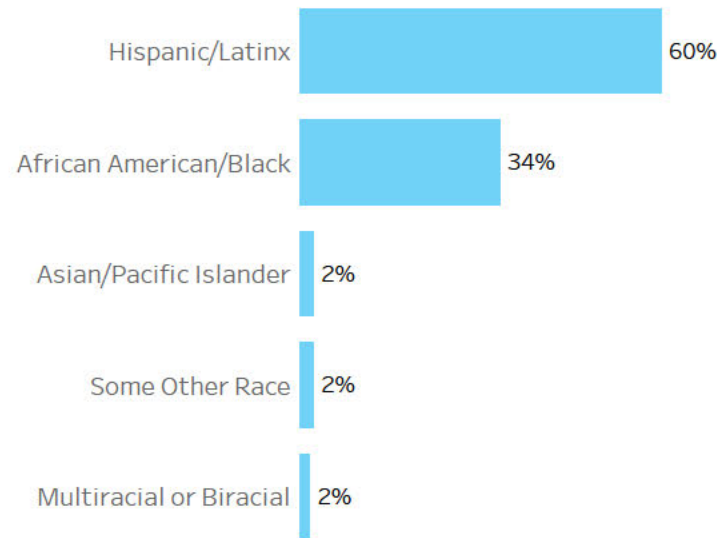
## Participant Outcomes: Is anyone better off?

Percent of Youth in Agreement

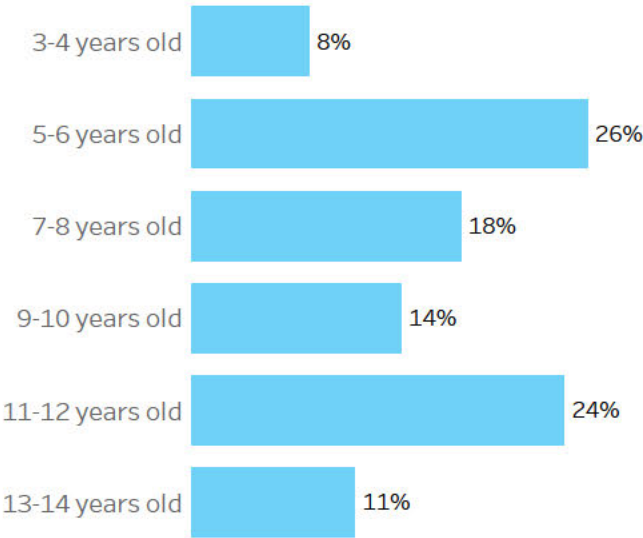
Measure	Program Achievement	Strategy Average
I learned how to do things in this program that help with my school work.	<b>75%</b>	58%
This program helps me feel more motivated to learn in school.	<b>68%</b>	67%

Youth Demographics Total Enrollment: 131

Race/Ethnicity



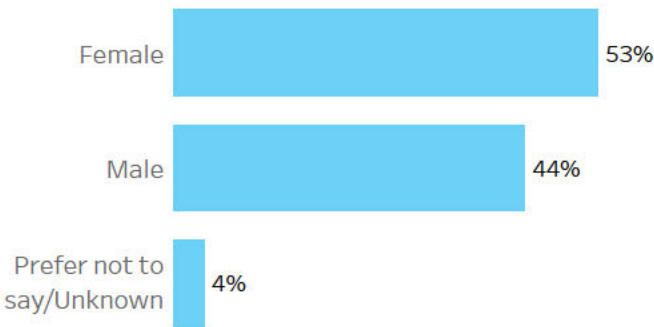
Age (as of first day of grant)



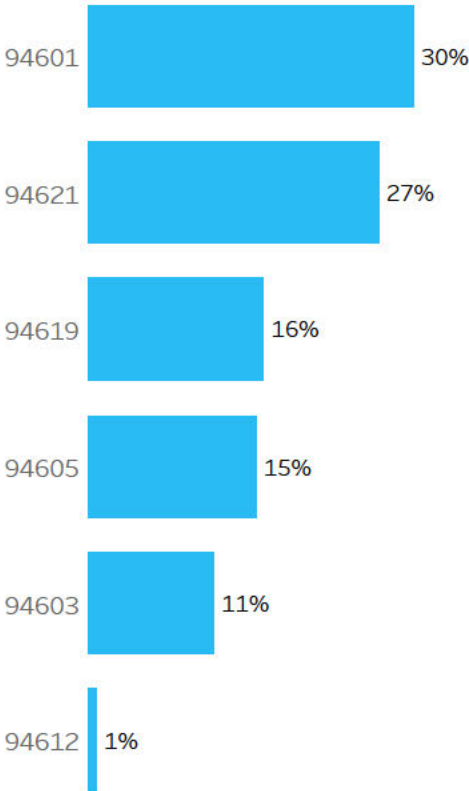
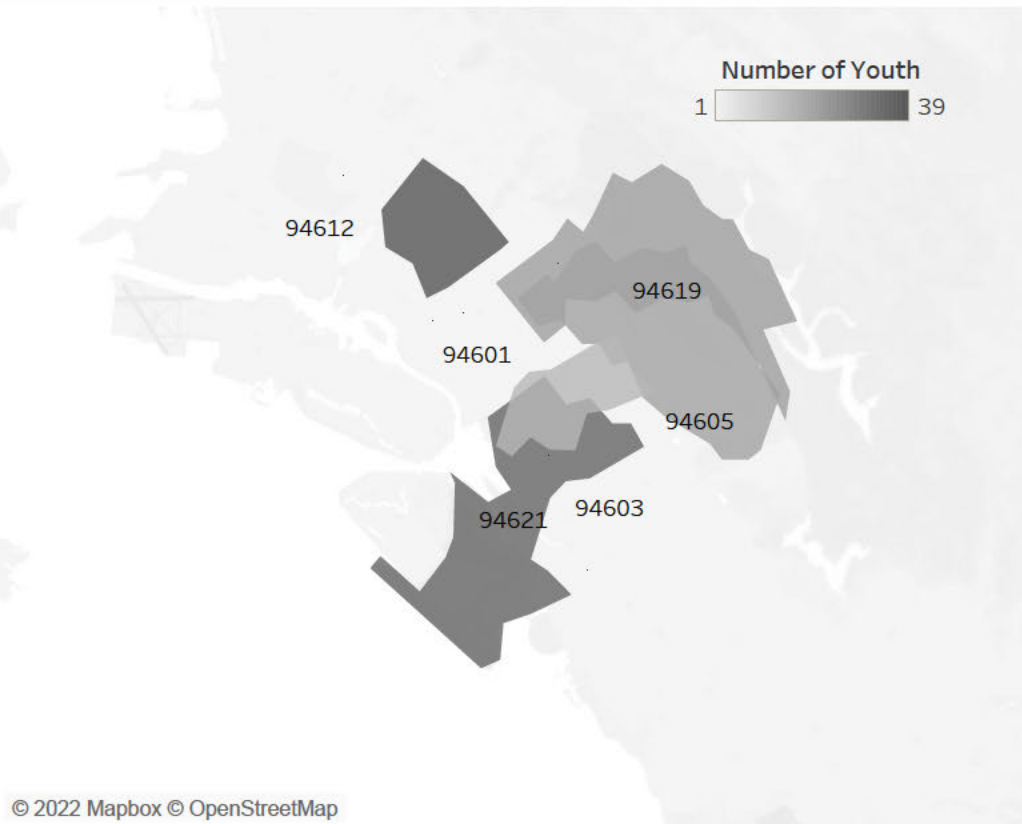
Hours of Program Attendance



Gender



Distribution of Participants by Zip Code



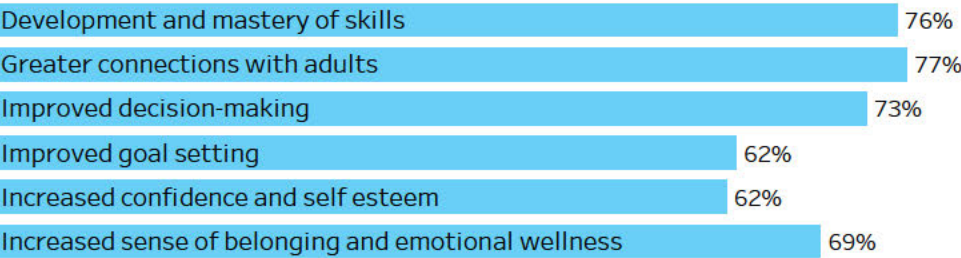


# Youth Survey Results (Number of surveys collected: 65)

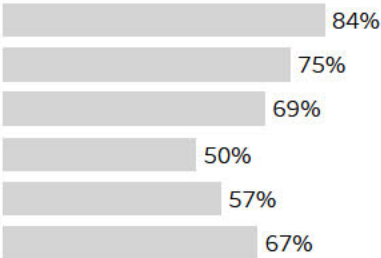
## General Youth Development Outcomes

Outcome scores reflect how often youth agreed or strongly agreed with the questions mapped to each outcome. The strategy-level scores reflects all youth who completed surveys at 4 Engagement and Success for Elementary and Middle School Students programs (264).

### Program Scores



### Strategy-Level Scores



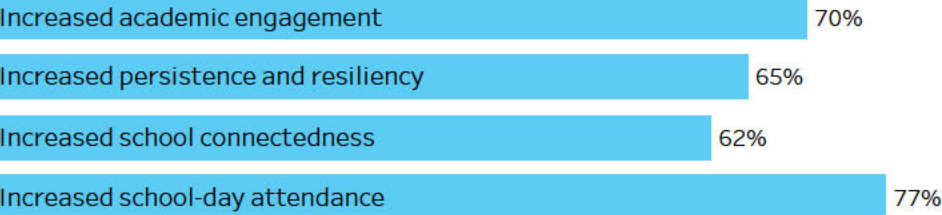
		Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree	Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree
Development and mastery of skills	At this program, I get the opportunity to talk about what I have learned.	3%	3%	10%	57%	27%	4%	1%	11%	46%	37%
	In this program, I learned new information about a topic that interests me.	3%	3%	10%	59%	24%	4%	3%	20%	42%	30%
	In this program, I try new things.	2%	8%	14%	54%	23%	2%	3%	9%	46%	40%
Greater connections with adults	The adults in this program tell me what I am doing well.	3%	3%	7%	43%	43%	4%	3%	7%	34%	51%
	There is an adult at this program who cares about me.	3%	5%	16%	37%	40%	5%	6%	15%	32%	43%
	There is an adult in this program who notices when I am upset about something.	3%	3%	10%	57%	27%	6%	1%	7%	45%	41%
Improved decision-making	Since coming to this program, I am better at saying 'no' to things I know are wrong.	3%	3%	17%	57%	20%	6%	3%	17%	48%	26%
	Since coming to this program, I am better at staying out of situations that make me feel uncomfortable.	3%	3%	23%	57%	13%	7%	3%	26%	49%	16%
Improved goal setting	In this program, I learned how to set goals and meet them.	3%	3%	17%	50%	27%	4%	3%	21%	44%	27%
	This program helps me to think about the future.	3%	8%	27%	42%	20%	8%	7%	35%	32%	19%
Increased confidence and self esteem	Since coming to this program, I feel I can make more of a difference.	6%	6%	26%	43%	18%	6%	6%	31%	33%	24%
	Since coming to this program, I feel I have more control over things that happen to me.	3%	3%	13%	57%	23%	6%	3%	20%	46%	26%
	Since coming to this program, I feel more comfortable sharing my opinion.	3%	3%	27%	40%	27%	9%	1%	19%	34%	37%
Increased sense of belonging and emotional wellness	I feel like I belong at this program.	3%	6%	20%	43%	28%	3%	3%	27%	38%	29%
	I feel supported and respected at this program.	3%	3%	10%	43%	40%	4%	1%	16%	40%	38%
	This program helps me to get along with other people my age.	3%	3%	7%	62%	24%	6%	3%	17%	45%	29%
	This program helps me to talk about my feelings.	3%	3%	23%	43%	27%	4%	3%	25%	38%	30%
	This program is a place where people care about each other.	3%	3%	14%	41%	38%	4%	3%	14%	38%	41%
Program Quality Bellwethers	At this program, I feel comfortable talking with staff about my culture or background.	6%	6%	14%	54%	19%	9%	9%	23%	32%	26%
	I am interested in what we do at this program.	8%	6%	25%	39%	22%	5%	5%	17%	40%	33%
	I feel safe in this program.	5%	6%	16%	46%	27%	4%	4%	15%	38%	39%

# Youth Survey Results (Number of surveys collected: 65)

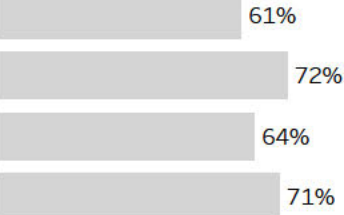
## Engagement and Success for Elementary and Middle School Students Strategy Outcomes

Outcome scores reflect how often youth agreed or strongly agreed with the questions mapped to each outcome. The strategy-level scores reflects all youth who completed surveys at 4 Engagement and Success for Elementary and Middle School Students programs (264).

### Program Scores



### Strategy-Level Scores



		Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree	Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree
Increased academic preparedness and engagement	Because of this program, I participate in more class discussions and activities at school.	3%	3%	20%	53%	20%	6%	3%	19%	49%	24%
	I learned how to do things in this program that help with my school work.	5%	5%	16%	56%	19%	12%	9%	21%	38%	20%
	This program helps me feel more confident about going to college.	3%	3%	10%	63%	20%	7%	1%	15%	46%	31%
	This program helps me feel more motivated to learn in school.	6%	6%	19%	52%	16%	6%	5%	23%	37%	30%
Increased persistence and resiliency	Because of this program, I am better able to handle problems and challenges when they arise.	3%	3%	24%	48%	21%	4%	1%	26%	41%	28%
	In this program, I have a chance to learn from my mistakes.	6%	6%	23%	39%	25%	6%	3%	17%	37%	36%
	Since coming to this program, I am better at something that I used to think was hard.	3%	3%	10%	60%	23%	4%	3%	13%	50%	30%
Increased school connectedness	This program helps me feel happy to be at this school.	3%	3%	17%	50%	27%	7%	3%	18%	46%	25%
	This program helps me to feel like a part of my school.	5%	6%	27%	45%	17%	5%	5%	24%	48%	18%
Increased school-day attendance	Because of this program, I attend school more regularly.	3%	3%	17%	60%	17%	7%	3%	22%	43%	25%
	This program increased my desire to stay in school.	3%	3%	17%	50%	27%	7%	1%	17%	43%	30%

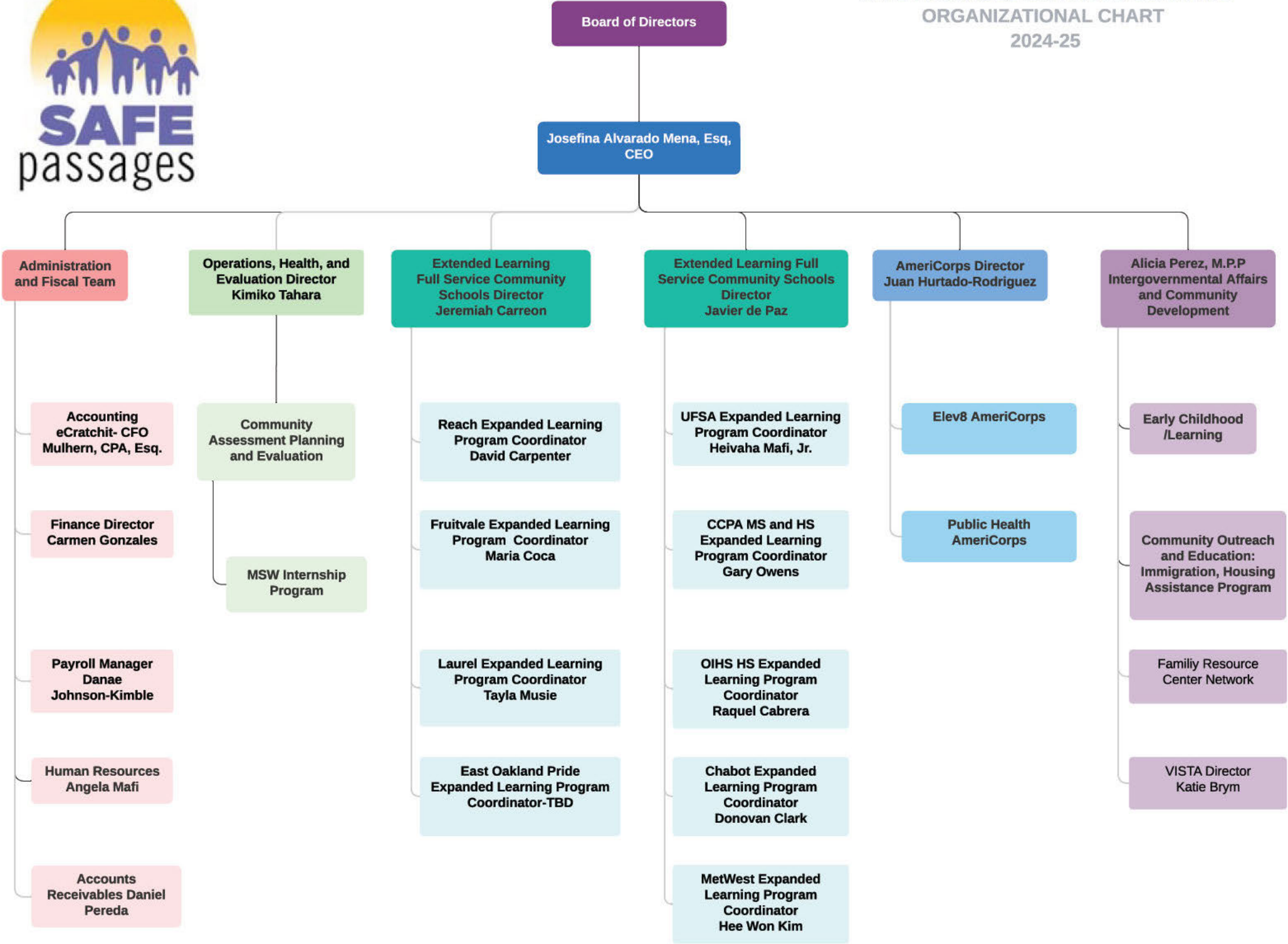


## Organizational Chart





SAFE PASSAGES EXPANDED LEARNING  
ORGANIZATIONAL CHART  
2024-25





## 501(c)(3) Letter



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
PO BOX 1286  
RANCHO CORDOVA CA 95741-1286

In reply refer to  
755:AFF:ARJ

April 30, 2010

SAFE PASSAGES  
ANTONIO GASTELUM  
250 FRANK OGAWA PLAZA  
STE 6306  
OAKLAND CA 94612

Purpose : CHARITABLE  
Code Section : 2370ld  
Form of Organization : Corporation  
Accounting Period Ending: June 30  
Organization Number : 2868332

#### EXEMPT ACKNOWLEDGEMENT LETTER

This letter acknowledges that the Franchise Tax Board (FTB) has received your federal determination letter that shows exemption under Internal Revenue Code (IRC) Section 501(c)(3). Under California law, Revenue and Taxation Code (R&TC) Section 2370ld(c)(1) provides that an organization is exempt from taxes imposed under Part 11 upon submission of the federal determination letter approving the organization's tax-exempt status pursuant to Section 501(c)(3) of the IRC.

The effective date of your organization's California tax-exempt status is 03/01/2006.

R&TC Section 2370ld(c)(1) further provides that the effective date of an organization's California tax-exempt status is the same date as the federal tax-exempt status under IRC Section 501(c)(3).

Under R&TC Section 2370ld(c), any change to your organization's operation, character, or purpose that has occurred since the federal exemption was originally granted must be reported immediately to this office. Additionally, organizations are required to be organized and operating for



April 30, 2010  
SAFE PASSAGES  
ENTITY ID : 2868332  
Page 2

nonprofit purposes to retain California tax-exempt status.

For filing requirements, see FTB Pub. 1068, Exempt Organizations - Requirements for Filing Returns and Paying Filing Fees. Go to our website at [ftb.ca.gov](http://ftb.ca.gov) and search for 1068.

Note: This exemption is for state franchise or income tax purposes only. For information regarding sales tax exemption, contact the State Board of Equalization at 800.400.7115, or go to their website at [boe.ca.gov](http://boe.ca.gov).

A JENKINS  
EXEMPT ORGANIZATIONS  
BUSINESS ENTITIES SECTION  
TELEPHONE (916) 845-4171  
FAX NUMBER (916) 845-9029

RTF:

COPY



## Safe Passages' Bank Statements



Central Bank Operations - DAC02  
P.O. Box 27131  
Raleigh, NC 27611-7131

IM EST  
216

02205

**SAFE PASSAGES**



**Your Account(s) At A Glance**

**Checking  
Balance** **1,830,157.75+**

Statement Period: June 1, 2024 Thru June 30, 2024

Account Number :



**Analysis Business Checking**

Account Number :

Enclosures In Statement: 0

<b>Beginning Balance</b>	<b>1,597,921.53+</b>
32 Deposits	983,285.63+
14 Other Credits	186,839.13+
69 Checks	35,993.19-
78 Other Debits	901,710.56-
Monthly Service Charge	184.79-

Statement Period Days	30
Average Ledger Balance	1,724,440.00+

**Ending Balance** **1,830,157.75+**

**Deposits To Your Account**

Date	Amount	Date	Amount	Date	Amount
06-06	250.00	06-13	18,242.81	06-28	7,249.01
06-06	4,046.73	06-20	883.17	06-28	7,255.25
06-06	62,849.98	06-20	99,394.20	06-28	7,280.24
06-11	2,000.00	06-28	477.00	06-28	7,297.37
06-11	9,046.45	06-28	839.75	06-28	7,332.45
06-11	13,989.18	06-28	4,351.95	06-28	7,431.61
06-11	55,443.00	06-28	7,152.76	06-28	15,000.00
06-11	61,567.00	06-28	7,176.29	06-28	21,256.47
06-11	69,485.00	06-28	7,188.10	06-28	55,000.00
06-11	95,876.00	06-28	7,209.71	06-28	212,766.67
06-11	100,735.00	06-28	7,212.48		

**Other Credits To Your Account**

Date	Description	Amount
06-03	Bill.com Receivable 016Xhrwu3Cywjx	29,814.55
06-03	Bill.com Receivable **5Yoppwnn2C0A8	5,560.00
06-04	Bill.com Receivable **5Smxuwnf2E2F4	2,740.00
06-05	Bill.com Receivable 015Rfyfyp2FscI	6,520.00
06-05	Bill.com Receivable **6Ogiuob3D37Ph	960.00
06-06	Bill.com Receivable 015Tqxufwm2Hidd	600.00
06-06	Alamedaccount Pmd Payment **1241	3,957.59
06-07	Bill.com Receivable **6Jhmal3D79Rr	466.08
06-11	Wire Transfer Ref Number = 003760	50,000.00
06-11	Bill.com Receivable *15Efeazm2N5Qp	680.00
06-13	Bill.com Receivable 015Yrqlabq2Qire	600.00
06-17	Centro Legal de Bill.com **5Pjdbzgm2U0V3	46,132.91



Direct Customer Inquiry Calls To  
Personal 1-888-323-4732  
Business 1-866-322-4249

**Other Credits To Your Account**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
06-25	Centro Legal de Bill.com *15Whupdez33Xwi	18,750.00
06-28	Intuit 32124934 Bill_pay Anthony Chabot	20,058.00
Total		186,839.13

**Checks Paid From Your Account**

<u>Check No.</u>	<u>Date</u>	<u>Amount</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
1681	06-21	50.00	371368	06-10	80.00	371394	06-14	400.00
371304*	06-07	400.00	371369	06-07	84.09	371395	06-21	300.00
371325*	06-03	500.00	371371*	06-24	500.00	371396	06-17	500.00
371329*	06-17	250.00	371372	06-24	500.00	371397	06-21	500.00
371330	06-10	80.00	371373	06-21	500.00	371398	06-18	500.00
371336*	06-12	250.00	371374	06-21	500.00	371399	06-28	500.00
371340*	06-03	100.00	371375	06-21	500.00	371400	06-17	400.00
371342*	06-14	80.00	371376	06-25	500.00	371402*	06-14	500.00
371343	06-12	100.00	371377	06-21	500.00	371403	06-14	500.00
371345*	06-14	80.00	371379*	06-18	700.00	371404	06-20	500.00
371352*	06-24	500.00	371380	06-14	400.00	371405	06-26	400.00
371353	06-03	1,000.00	371381	06-27	500.00	371406	06-17	500.00
371355*	06-24	1,000.00	371382	06-18	500.00	371416*	06-25	80.00
371356	06-07	500.00	371384*	06-14	500.00	371418*	06-27	4,979.10
371357	06-04	1,000.00	371385	06-18	500.00	371420*	06-26	250.00
371358	06-10	1,000.00	371386	06-14	500.00	371421	06-26	250.00
371361*	06-24	1,000.00	371387	06-18	500.00	371422	06-25	250.00
371362	06-13	500.00	371388	06-14	500.00	371424*	06-28	250.00
371363	06-21	1,000.00	371389	06-17	500.00	371427*	06-28	500.00
371364	06-04	500.00	371390	06-17	500.00	371429*	06-28	400.00
371365	06-05	500.00	371391	06-24	500.00	371446*	06-28	500.00
371366	06-10	80.00	371392	06-21	500.00	371453*	06-28	500.00
371367	06-07	500.00	371393	06-18	500.00	371460*	06-28	800.00

\*Prior Check Number(s) Not Included or Out of Sequence.

**Other Debits And Monthly Service Charge**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
06-03	Mbi Setl Med-I-Bank	60.90
06-03	Mbi Setl Med-I-Bank	215.95
06-03	First Citizens Payment ***** [REDACTED]	15,942.81
06-03	Funds Transfer To DDA Account [REDACTED]	2,911.09
06-04	Transfer Internet 06-03 Seq # [REDACTED]	850.00
06-04	Transfer Internet 06-03 Seq # [REDACTED]	1,959.33
06-04	Transfer Internet 06-03 Seq # [REDACTED]	3,156.11
06-04	Mbi Setl Med-I-Bank	15.00
06-04	Zenefits [REDACTED] 2So75Qwtjmcz1Rh	1,873.59
06-05	Mbi Setl Med-I-Bank	55.00
06-05	Att Payment ***** [REDACTED]	171.20
06-05	Bill.com Payables [REDACTED]	839.52
06-05	Bill.com Payables [REDACTED]	840.47
06-05	Cns Egrants Payment 0000	3,829.56
06-05	Cns Egrants Payment 0000	3,920.74
06-05	The Guardian Jun Gp Ins *****aaa0000	9,300.13
06-06	Mbi Setl Med-I-Bank	51.94
06-06	Ebmud Utility Pm [REDACTED]	355.64
06-06	Funds Transfer To [REDACTED]	33,622.76
06-07	Bill.com Payables [REDACTED]	396.23
06-07	Ecratchit Cash Conc [REDACTED]	1,065.00
06-07	Bill.com Payables [REDACTED]	6,390.50
06-07	Funds Transfer To [REDACTED]	1,273.84
06-10	Recruiterbox ACH [REDACTED]	920.00
06-10	Bill.com Payables [REDACTED]	4,850.00
06-10	Principal Life P Plic-Peris [REDACTED] 0213	6,142.49
06-10	Funds Transfer To DDA Account [REDACTED]	3,258.81
06-11	Mbi Setl Med-I-Bank	229.80
06-11	State Comp debitpmt [REDACTED]	2,567.40
06-11	State Comp debitpmt [REDACTED]	2,644.74
06-11	Cns Egrants Payment [REDACTED]	3,829.56
06-11	Bill.com Payables [REDACTED]	20,000.00
06-12	Bill.com Payables [REDACTED]	158.76
06-12	Bill.com Payables [REDACTED]	6,636.36
06-13	Harland Clarke Chk Orders **oi***** [REDACTED]	45.34
06-13	Harland Clarke Chk Orders **oi***** [REDACTED]	478.11
06-13	Readyrefresh Echeckpay ***** [REDACTED]	93.92



**First Citizens Bank**

Central Bank Operations - DAC02  
P.O. Box 27131  
Raleigh, NC 27611-7131

02205

SAFE PASSAGES  
OPERATING ACCOUNT

Statement Period: June 1, 2024 Thru June 30, 2024

Account Number: [REDACTED]

## Other Debits And Monthly Service Charge

Date	Description	Amount
06-13	Bill.com Payables [REDACTED]	474.00
06-13	Funds Transfer To [REDACTED]	288,560.61
06-14	Mbi Setl Med-I-Bank	31.32
06-14	Ecratchit Cash Conc	1,065.00
06-14	Bill.com Payables [REDACTED]	7,333.33
06-14	Funds Transfer To [REDACTED]	526.88
06-17	Mbi Setl Med-I-Bank	22.84
06-17	Pgande Web Online ** [REDACTED]	1,254.49
06-17	Bill.com Payables [REDACTED]	1,297.20
06-17	Funds Transfer To [REDACTED]	2,311.66
06-18	Att Payment ***** [REDACTED]	85.61
06-18	Northwestern Mu Mcb Pymnt *****9130	725.58
06-18	Choice Admin Onlin Pmnt ****1482	37,327.19
06-18	Funds Transfer To [REDACTED]	1,186.27
06-20	Funds Transfer To [REDACTED]	36,765.54
06-21	Uline Supplies *** [REDACTED]	94.67
06-21	Uline Supplies *** [REDACTED]	126.43
06-21	Adt Security Ser [REDACTED]	190.20
06-21	Adt Security Ser [REDACTED]	237.40
06-21	Uline Supplies * [REDACTED]	357.68
06-21	Ecratchit Cash Conc	1,065.00
06-21	Bill.com Payables [REDACTED]	1,835.40
06-21	Bill.com Payables [REDACTED]	16,029.00
06-21	Funds Transfer To DDA Account [REDACTED]	5,379.69
06-24	Transfer Internet 06-24 Seq [REDACTED]	587.85
06-24	Transfer Internet 06-24 Seq [REDACTED]	955.72
06-24	Mbi Setl Med-I-Bank	0.15
06-24	Waste Management Internet [REDACTED]	218.92
06-24	Att Payment [REDACTED]	328.65
06-24	Principal Life P Plc-Peris [REDACTED]	5,718.23
06-24	Funds Transfer To DDA Account [REDACTED]	6,726.32
06-25	Funds Transfer To DDA Account [REDACTED]	1,910.72
06-26	Cns Egrants Payment 0000	3,829.56
06-26	Bill.com Payables [REDACTED]	23,029.00
06-27	Mbi Setl Med-I-Bank	15.00
06-27	Zenefits Zenefits Zen**3C312DD	95.00
06-27	Ecratchit Cash Conc	2,995.18
06-27	Funds Transfer To DDA Account [REDACTED]	299,670.81
06-28	Mbi Setl Med-I-Bank	92.67
06-28	Ecratchit Cash Conc	1,065.00
06-28	Funds Transfer To DDA Account [REDACTED]	9,236.19
Total		901,710.56
06-07	May Service Charge	184.79

## Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-03	1,612,565.33+	06-12	2,027,313.98+	06-24	1,754,470.87+
06-04	1,605,951.30+	06-13	1,756,004.81+	06-25	1,770,480.15+
06-05	1,593,974.68+	06-14	1,743,588.28+	06-26	1,742,721.59+
06-06	1,631,648.64+	06-17	1,782,185.00+	06-27	1,434,466.50+
06-07	1,621,320.27+	06-18	1,739,660.35+	06-28	1,830,157.75+
06-10	1,604,908.97+	06-20	1,802,672.18+		
06-11	2,034,459.10+	06-21	1,773,006.71+		

# Analyzed Business Checking

Account number: [REDACTED] ■ June 1, 2024 - June 30, 2024 ■ Page 1 of 2

**WELLS  
FARGO**

SAFE PASSAGES  
[REDACTED]

## Questions?

Available by phone Mon-Sat 7:00am-11:00pm Eastern  
Time, Sun 9:00am-10:00pm Eastern Time:

**1-800-CALL-WELLS** (1-800-225-5935)

Online: [wellsfargo.com](https://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

## Account summary

### Analyzed Business Checking

Account number	Beginning balance	Total credits	Total debits	Ending balance
[REDACTED]	\$19,024.13	\$228,076.73	-\$63,382.63	\$183,718.23

## Credits

### Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	06/14	114,916.73	Pay Mgt System Hhs Paymnt 061324 E7175P1E7175P1 Safe Passages
	06/20	113,160.00	Fidelity Investm Grantpaymt Date 2169102 Safe Passages
		<b>\$228,076.73</b>	<b>Total electronic deposits/bank credits</b>
		<b>\$228,076.73</b>	<b>Total credits</b>

## Debits

### Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	06/05	1,200.00	Recurring Payment authorized on 06/03 Sp Plus Corp*Parki 877-717-0004 CA [REDACTED]
	06/10	29.00	Recurring Payment authorized on 06/08 Microsoft#G0494482 Msbill.Info WA [REDACTED]
	06/10	1,069.50	Recurring Payment authorized on 06/08 Msft * E0800Sfgj1 Msbill.Info WA [REDACTED]
	06/11	168.18	Client Analysis Svc Chrg 240610 Svc Chge [REDACTED]
	06/11	19.95	Recurring Payment authorized on 06/10 Ccsi Efax 323-817-3205 CA [REDACTED]
	06/18	896.00	Recurring Payment authorized on 06/17 Springahead.Com Springahead.C CA [REDACTED]



Electronic debits/bank debits (continued)

Effective date	Posted date	Amount	Transaction detail
	06/24	30,000.00 <	Business to Business ACH Debit - Pex Card [REDACTED] Safe Passages
	06/25	30,000.00 <	Business to Business ACH Debit - Pex Card [REDACTED] Safe Passages
		\$63,382.63	Total electronic debits/bank debits
		\$63,382.63	Total debits

< 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.

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
05/31	19,024.13	06/11	16,537.50	06/20	243,718.23
06/05	17,824.13	06/14	131,454.23	06/24	213,718.23
06/10	16,725.63	06/18	130,558.23	06/25	183,718.23
Average daily ledger balance		\$110,312.97			

Effective June 20, 2024, the fees for cashed or deposited items that are returned and re-deposited, or returned unpaid have been eliminated for business checking and savings accounts. As such, Wells Fargo will no longer charge a fee when cashed or deposited items are returned and re-deposited or returned unpaid for any reason for these accounts.

NOTICE: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery PO Box 5058 Portland, OR. 97208-5058. You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.



## Site Coordinator and Instructor Job Descriptions



## After-School Program Coordinator (2024-2025)

### **JOB DESCRIPTION**

#### **Mission:**

*Safe Passages disrupts the cycle of poverty by engaging youth and families to build and drive a continuum of services that supports student success and community development.*

Safe Passages is a non-profit organization committed to disrupting the cycle of poverty by engaging youth and families to build and drive a continuum of services that supports student success and community development. Safe Passages serves over 5,000 children and families annually through our strategies that span the age continuum of birth through young adulthood, including Early Childhood, School Linked Services, Juvenile Justice, Career Pathways, and Equitable Public Health Access. Safe Passages' work is based on the premises that access to educational opportunity, health services, and family support should not be dictated by race or socio-economic status, and that healthy and supported young people are better prepared to learn and succeed.

Safe Passages' After School Programs provide quality enrichment and academic support services delivered with a strong youth development framework. Safe Passages is a leading provider in the delivery of school-based After School Programs within the Oakland Unified School District (OUSD.)

### **Primary Responsibilities**

The After School Program Coordinator will oversee after school operations and program implementation on an assigned school site. This position reports directly to the Safe Passages AmeriCorps Director

### **Program Development**

- Maintain full attendance outlined by grant requirements and establish waiting lists. Engage in activities to boost and improve attendance as needed.
- In coordination with the administration and the Wellness Center, identify and provide access to the highest need students.
- Meet funding expectations, deliverables, goals, and objectives.
- Maintain a positive, high-quality program aligned with Safe Passages and OUSD youth development principles.
- Support partnerships with community-based organizations, public agencies, and service providers to strengthen programming and leverage funding and services.
- Utilize student data and evaluation outcomes for program planning and development.
- Other duties as assigned

### **Day To Day Operations/Logistics**

- Facilitate and oversee day to day operations of the program, including all after school programs and services.
- Always represent Safe Passages in a highly professional manner.
- Supervise and support integration of school-based AmeriCorps Team.
- Ensure program safety by implementing and enforcing all School Site and Safe Passages policies. Immediately communicate all safety concerns and issues to Safe Passages and the Principal.
- Communicate as needed with supervisor.
- Plan and implement events (i.e., field trips, literacy nights) in accordance with Safe Passages and OUSD policies, and in coordination with school staff and partners

- Copy Safe Passages lead (supervisor) in all written communications, including email.
- Distribute and collect student attendance daily.
- Serve, monitor, and document food service.

### **Supervision Of Staff**

- Identify site specific staffing needs.
- Assist in the recruitment and hiring of staff.
- Participate in the training and orientation of staff.
- Supervision of instructors, provide ongoing coaching for staff as needed.
- Review and approve staff weekly online timesheets.
- Observe, document, and evaluate program staff on an on-going basis.
- Consult with Safe Passages supervisor regarding all personnel issues.
- Ensure adults treat students respectfully.
- Facilitate site-based monthly meetings for program staff and providers.

### **Administrative/Documentation And Reporting**

- Review regular student attendance.
- Enforce systems for student and staff documentation, including staff sign in/out logs.
- Design and maintain efficient, organized office systems.
- Manage AmeriCorps, ASES, and OFCY reporting requirements, including monthly attendance, service deliverables quarterly reports, data collection, and survey administration.
- Run weekly reports to analyze program progress.
- Manage hourly schedules of instructors.

### **Liaison To School Site**

- Participate in the Coordination of Services Team (COST) meetings, and other meetings as assigned.
- Regularly update Safe Passages supervisor on all school site and district meetings.
- Collaborate with the Academic Liaison and teachers on a regular basis to align the after-school curriculum/program with the traditional school day.
- Communicate and meet with Site Administrator (Principal) on regular basis.
- Build strong relationships with SST Coordinator and other school site support staff to support students for After School Programs.
- Participate in monthly Principal meetings with Safe Passages supervisor.

### **Outreach And PR**

- Create program brochures, flyers, and newsletters.
- Maintain relationships with community-based organizations and public agencies.
- Serve as a resource to families, students, staff, and community members.
- Recruit students to participate in the After School Programs.
- Develop and implement family communication strategy.
- Coordinate and lead outreach efforts for special events such as family nights and student showcase/performances.

- Follow Safe Passages' communications policies regarding media and PR.

### **Necessary Skills And Qualifications**

- Familiarity with youth development theory and best practices.
- At least two years of program coordination, preferably on an urban school site.
- Program management experience.
- Database experience; data analysis; using data to inform programming.
- Ability to develop strong relationships and work collaboratively with diverse individuals and organizations.
- Clear and effective communication skills.
- Effective time management and organizational skills.
- At least 48 semester units from an accredited college. Bachelor's degree preferred (in a related field.)
- Clearance of TB test and background (fingerprint) check.
- COVID-19 Vaccination
- High level of cultural competency.
- Community organizing experience a plus.
- Ability to represent Safe Passages professionally and effectively.

**Employment Classification:** This is a full-time position with paid time off, sick leave, and medical, dental, and vision benefits.

**Work Schedule:** 40 hours per week, M-F.

**Compensation:** 12-month position at a salary range of \$60,000-\$70,000

***Safe Passages is an Equal Opportunity Employer.***

***Auxiliary aids and services are available upon request to individuals with disabilities.***

## Early Childhood (TK/K) Instructor Job Description

### Mission

Safe Passages disrupts the cycle of poverty by engaging youth and families to build and drive a continuum of services that supports student success and community development.

We envision a community where all young people have the opportunity to realize their full potential. Safe Passages' work is based on the premises that access to educational opportunity, health services, and family support, should not be dictated by race or socio-economic status, and when young people have the health and support, they need, they are better prepared and equipped to not only learn, but to succeed.

Safe Passages' After School Program provides quality enrichment support services to children and youth through a strong youth development framework. Safe Passages is a provider of the delivery of school based Before and After School Programs within OUSD schools.

### Primary Responsibilities

The in-person Expanded Learning TK/K Instructor will be part of a team dedicated to providing high-quality academic intervention as well as robust enrichment activities to transitional kindergarten (TK) and kindergarten (K) students during after-school hours. The instructor will facilitate activities for students in a structured and supportive environment while providing a positive and inclusive experience for all. Along with Safe Passages' Extended Learning team, the Expanded Learning TK/K Instructor will align with and carry out the vision and culture of the school's Principal and other site leadership. This position will report to the Extended Learning Program Coordinator.

### Responsibilities

- Build and maintain a safe and supportive environment that is positive and inclusive of all students.
- Implement OUSD's strategies to achieve a Caring School Community.
- Direct and manage age-appropriate sports, games, and other recreation activities. Set up games and invite kids to play! Join student games and lead by example to promote safe, supportive, and fun environment.
- Focus on social emotional learning (SEL) competencies at the center of engagement, fortifying positive student behavior, acting as a guardian of students' safety, and implementing Restorative Justice problem solving circles as needed.
- Communicate with teachers, administration, and families about students' socio-emotional wellbeing.
- Implement classroom agendas/curriculum as assigned by Extended Learning leadership.

- Work with teachers and administration to prevent conflicts, solve problems, and provide a safe, engaging environment for all students.
- Other duties as assigned.

### **Other Key Responsibilities**

- Maintain consistent communication between Extended Learning Program Coordinator, Extended Learning team, school administration, teachers, and families.
- Collect and maintain clear and adequate records including schedules, calendars, and timesheets.
- Attend and participate in regular trainings provided by both Safe Passages and OUSD.
- Attend scheduled SSTs, IEPs, conferences as needed, and participate in ongoing school culture and climate meetings.

### **Qualifications**

- Demonstrated children and youth instructions and facilitation experience (volunteer/paid) working in an urban K-12 environment.
- Ability to work with children, youth, families, and staff from a diverse range of backgrounds and abilities.
- Must be dedicated and able to commit to the entire school year. No exceptions.
- Must have a High School Diploma.
- Clearance of TB test, full COVID-19 vaccine, and background (fingerprint) check.
- Bilingual applicants are strongly encouraged to apply.
- High level of cultural competency.
- Classroom management skills.
- Ability to develop and implement weekly lesson plans.
- Strong Communication skills
- Demonstrated experience working on a team.
- Experience using Microsoft Offices and Google Suites.
- Quarterly professional development will be provided.

### **Education Requirement**

All candidates must be able to satisfy this requirement in one of 3 ways:

- Bachelors degree from an accredited college or university; OR
- At least 48 semester units from an accredited college or community college; OR

- A passing grade of 70% or more on the Instructional Aid (IA) Exam (NOTE: New hires may have up to 2 months after hire date to complete this requirement).

**Employment Classification:** This is a part-time hourly position. The position does not include medical, dental or vision benefits.

Work Schedule: 20-25 hours per week, M-F; based on OUSD academic calendar (holidays and teacher professional developments). Must be available all days of the week.

Start Date and End Date: Monday, July 24, 2023 - Thursday, May 24, 2024

Compensation: \$23-24 per hour/paid bi-weekly depending on education, experience and references.



## IRS Tax Exemption Letter

OGDEN UT 84201-0038

In reply refer to: 0438089340  
Sep. 09, 2015 LTR 4168C 0  
20-4535835 000000 00  
00018590  
BODC: TE

SAFE PASSAGES  
% ANTONIO GASTELUM  
250 FRANK OGAWA PLZ STE 6306  
OAKLAND CA 94612



025654

Employer Identification Number: 20-4535835  
Person to Contact: Exempt Organizations  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 28, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 2006.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

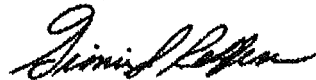


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20-4535835 000000 00  
00018591

SAFE PASSAGES  
% ANTONIO GASTELUM  
250 FRANK OGAWA PLZ STE 6306  
OAKLAND CA 94612

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Ginni L. Redfern  
Program Manager, AM OPS 1



## Proof of Active Status with the Secretary of State



## Secretary of State Certificate of Status

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

**Entity Name:** SAFE PASSAGES  
**File Number:** C2868332  
**Registration Date:** 03/01/2006  
**Entity Type:** DOMESTIC NONPROFIT CORPORATION  
**Jurisdiction:** CALIFORNIA  
**Status:** ACTIVE (GOOD STANDING)

As of June 21, 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 22, 2021.

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

**Certificate Verification Number:** Z77MVKZ

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).



## Board Roster and Minutes



1017 Clay Street  
Oakland, CA 94607  
[www.safepassages.org](http://www.safepassages.org)

## SAFE PASSAGES BOARD ROSTER

- 1. Josefina Alvarado-Mena, Esq.**  
CEO, Safe Passages
- 2. Colin Lacon, Chair**  
Public Affairs Director,  
Kaiser Permanente;  
Professional Faculty, Hass School of  
Business, UC Berkeley
- 3. Sherry Beeler Young, Treasurer**  
Sr. Private Client Advisor, VP  
Bank of the West
- 4. Namita S. Brown, Attorney**  
Partner, Fagen Friedman & Fulfro  
LLP
- 5. Lewis S. Cohen,**  
**Finance Committee Member**  
Director of Communications National  
Center for Youth Law;  
Former Deputy Mayor, Oakland
- 6. Anthony Shell**  
Principal  
Avison Young Inc.
- 7. Brent Hawkins**  
Intellectual Property Attorney,  
Partner at Morgan, Lewis & Bockius  
LLP
- 8. Melissa Hoover**  
Executive Director  
Democracy at Work Institute
- 9. Carla J. Koren**  
Senior Vice President  
Senior Investment Management  
Consultant  
Morgan Stanley
- 10. Tomás A. Magaña, MD, MA, FAAP**  
Assistant Professor, Samuel Merritt  
University Attending Physician, La  
Clínica de La Raza, Inc.  
Assistant Clinical Professor, Dept. of  
Pediatrics, UCSF
- 11. Kim McAtee, Realtor**  
McAtee and Deverel Associates
- 12. Joseph H. Magdovitz**  
Vice President, Head of Finance  
LendingHome
- 13. John O'Toole, Attorney (Retired)**  
Former Director National Center for  
Youth Law
- 14. Dan Siegel, Attorney**  
Siegel, Yee & Brunner  
Former OUSD Board of Trustee
- 15. Bill Owens**  
President and Chairman  
Owens Financial Group
- 16. Daniel Toleran**  
Lecturer-Adjunct Faculty  
Holy Names University  
Objective Review Committee Member  
DHHS/SAMHSA



**Safe Passages 501(c)(3) Board Meeting**  
**Friday, October 21, 2022**  
**12:00 PM – 2:00 PM**  
**Location: Zoom Meeting**  
**MINUTES**

**CLOSED SESSION**

**Called to Order by Chair** [REDACTED] **PM**

**Board Trustees in Attendance:** [REDACTED]

**I. CEO Evaluation**

**Adjourned Closed Session** [REDACTED] **PM**

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**REGULAR SESSION**

**Called to Order by Chair 12:00 PM**

**Board Trustees in Attendance:** Josefina Alvarado Mena (CEO), Joe Magdovitz, Colin Lacon, Bill Owens, Melissa Hoover, Colin Lacon, Carla Koren, Kim McAtee, Lewis Cohen, Anthony Shell, Tomás Magaña

**Staff in Attendance:** Alicia Perez, COO; Jonathan Brumfield, Get Active Director; Diego Bravo, Development and Policy Manager; Hailey Dutkin, Equity Policy Manager; Fatima Zahra Allam, [REDACTED]

**Invited Guests:** Ken Ikeda, Capital Campaign Consultant

**I. Programmatic Updates 2021-2022: Early Learning Opportunity Program (ELOP) Expansion**

- Brief presentation about expanded learning program, presented by Fatima Zahra Allam, SP [REDACTED].
- New program geared towards TK/K students. School district automatically grants funding for program if schools have FRPL or foster youth demographics.
- 4-year funded program. We are currently in the pilot year and are designing and

implementing the program. SP was selected by OUSD as the Technical Assistance and Development Provider for all extended day locations and providers in OUSD. SP will deliver professional development training. SP is required to facilitate 4 PLCs throughout the year. Secondary focus is family literacy series of workshops. Program is focused on family communication strategies, theory of attachment, childhood and later-stage development.

- 36 instructors attended first PLC, 65 participated in second.
- 3 current pilot sites are Chabot, Fruitvale, and Laurel elementary, 120 youth.
- Carla asks about staffing. Josefina responds that while staffing is still a challenge, we have created a special instructor position at this level with a higher compensation rate (due to higher needs of the population and lower student/instructor ratio). We are fully staffed at most sites. However, retention is difficult – difficult for education roles in general. Josefina also notes the impact of recent school shootings and the pandemic. Josefina also responds that there are additional opportunities to serve more youth due to legislative funding (\$4B investment, 4 years). SP will serve any student at our sites next year that opt in to after school programming, including drop-in programming.
- Lewis asks if classroom observation and coaching is just at 3 sites. Fatima responds that this will expand, cross-site, including site visits to our sites. Josefina responds that this is exactly what the district wants to expand our contract to do.
- Tomás seconds importance of these interventions. Advises staff to review recent Kindergarten Assessment Readiness Report from First 5.
- Colin/Fatimah/Josefina/Alicia explain that OUSD selected SP to design and shape these programs – huge opportunity for SP to reshape action and how our students/communities are treated, as a systematized prevention measure. Long-term, this positions us as an agency to delivery more/expanded OUSD services, including fee for service. SP is in a unique position here, hand-selected by the district, potential to expand in Oakland, state-wide.
- Fatimah is developing quantitative assessment of program.

## **II. Fiscal Updates (20 minutes)**

### **Updated Development Report – Highlights**

- Ca Dept of Health Care Services has created a specific funding stream to support the development of physical capacity to provide behavioral health care services. SP applied to this DHCS opportunity. SP applied “big dream” design for the building in the application; includes all floors and total repayment of building loan, cost of design and engineering. SP submitted proposal for \$8.9 million. Will hear back in December. Caveat is that state has a lean on the property for 30 years.
- Tomás asks how prescriptive the state is in “behavioral health” services. Josefina responds that it was not very prescriptive, included SP services such as convening space for health policy stakeholders and planning; wellness centers was a category, parenting education and family support services, and broad range of behavioral health, such as early childhood and life coaching. Piece of bigger vision around

mental health system for children and youth.

- Colin clarifies that lean is devised around sustaining services and building programs, not to prescribe services to the organization. Would only allow us to sell the building to buyers providing similar services.
- Carla asks if grant includes services, or just infrastructure cost? Josefina responds that it is for brick and mortar costs, not service delivery costs.
- Joe asks why the budget is so high and why not purchase a separate or multiple facilities? Josefina clarifies that our application timeline was very tight. Ken responds that the highest priority projects are most shovel-ready, most ready for renovations. Also, the budget number reflects the real build-out cost.
- Lewis asks if partial funding is a possibility. Josefina responds that she believes it is. She also references a state formula for amount of funding per grant, number of other grantees, organization funding preferences, etc. Lewis also asks if in the event of being approved for DHCS funding, would current capital grants be allocated to general funding? What would this look like for the grantors of those funds. Josefina explains that that conversation could happen with those grantors if that is the case.
- Josefina then discusses newly awarded and pending grants: robustness of portfolio, work of development team, sustaining and expanding COVID-19 related services, CYBHI \$420m statewide funding (CDEPs), ELO-P funding. We are scaling across multiple strategies: youth development, ELO-P, policy work, other programs.
- Tomás and Josefina discuss direct vs indirect costs, percentage of each, state contracts indirect costs, and percentages of unrestricted funding.
- Carla asks how many staff we employ. Josefina responds that, on average, we have ~150, usually at around 200 W2s as a whole (including AmeriCorps members), we will have more than 200 W2s this year. Prompted by Carla, Josefina believes we will need to have a 25% expansion in staff from where we were last year.

**October 21, 2022: Motion to approve recommendations of staff to move forward with grant applications:**

**Motion to approve: Lewis**

**Second: Carla**

**Votes: All Ayes.**

### **III. Capital Updates and Campaign**

**October 21, 2022: Josefina makes motion to approve capacity for legal action against commercial tenant at 1017 Clay St. (restaurant space), including eviction proceedings if required.**

*Description: Tenant is 5 months behind in rent, refused to communicate with staff before legal action began; agreement he will make payments for next 6 months. 1 missed payment will trigger an eviction of the tenant.*

**Motion to approve: Tomás Magaña**

**Second: Joe Magdovitz**

**Votes: All Ayes.**



- See motion for capacity to take legal action against current commercial tenant. Commercial tenant has refused to communicate with staff; is not “easy to work with”, according to staff and board.
- Anthony mentioned potential for ghost kitchen in the downstairs restaurant space of building.
- Anthony explains that property management for this type of facility is difficult to find (not live-in property management, preferably remote).
- Tomás asks about potential implications, difficulties, renovation implications of evicting the current commercial tenant. Josefina and Anthony respond that there are no real risks besides PR, which can be managed. Space is usable and ready for re-rental.
- Board agrees that this is not the best use of Josefina’s expertise and time, moves forward to approve capacity for legal action.

#### A. Capital Updates: 1019 Clay Street

- Ken Ikeda presents - We are ahead of schedule in securing the building permit. This shifts our timeline in that if we pick up the permit this week, we can begin shovel-ready work immediately. SP had technology and accessibility plans that would be ideal to implement, but not required to operationalize the space. SP has committed to some steps that are not complete. Re-working of these steps include:
  - Re-designing certain aspects, new bids
  - Removing prevailing wage ordinance
  - Adjusting designs and-rebidding with later timelines – 20-30% reduction of costs if we push construction timeline back. Could begin as early as November, most likely later.
- Ken and team are assessing the project and asked why costs are so high, had amicable conversation with the architects; are now respacing the dark and art rooms to save costs, removing basement bathrooms and showers, renovating third floor with mezzanine.

#### B. Fundraising Efforts, Ken Ikeda

- Ken explains that now that the design and bid process is closing out, we have re-shifted focus back to capital campaign fundraising and donation development. Ken is reaching out to current and past funders to identify funding streams to support capital campaign, utilizing our networks. Ken gives example of Rob Hope and Rework the Bay, including many advisors.
- Language: “Community Wellness Center”, not an office space.
- Two strands of work here: 1. Capital campaign focus, 2. Expansion of services.
- Ken requests participation of board members to reach out to networks, work with him to set up meetings. He also presents the idea of an SP fundraiser – calling for board support; introducing the “friendraiser” model – social fundraiser that grows through networking and word-of-mouth over time/events.
- Carla requests that we develop a target date and target fundraising amount. Her

schedule is full this year. Ken can produce contractor bid number by last week of October, develop payment schedule. Ken will work with SP staff and Carla on fund development, will loop back around to board members with information, opportunities, next steps.

**IV. Approve Board Membership and Meeting Dates for 2023 Calendar Year; with direction to Colin to reach out to board members not in attendance.**

**Motion to approve: Lewis Cohen**

**Second: Tomás Magaña, Kim McAtee**

**Votes: All Ayes.**

**Meeting Adjourned 2:05 PM**



#### **Board of Directors**

**Colin Lacon, (Board Chair)**  
Director of Public Affairs Kaiser  
Permanente; Professional Faculty, Hass  
School of Business, UC Berkeley

**Sherry Young, (Board Treasurer)**  
Vice President, Private Client Advisor  
Bank of the West, Wealth Management

**Namita S. Brown**  
Partner, Fagen Friedman & Fulfroest LLP

**Lewis Cohen**  
Director of Communications National  
Center for Youth Law; Former Deputy  
Mayor, Oakland

**Brent Hawkins**  
Intellectual Property Attorney,  
Partner at Morgan, Lewis & Bockius LLP

**Melissa Hoover,**  
Executive Director  
Democracy at Work Institute

**Carla J. Koren**  
Senior Vice President  
Senior Investment Management Consultant  
Morgan Stanley

**Dr. Tomás Magaña**  
Assistant Professor, Samuel Merritt  
University; Attending Physician La Clinica  
de La Raza, Inc.; Assistant Clinical  
Professor, Department of Pediatrics, UCSF

**Kim McAtee, Realtor**  
McAtee and Deverel Associates

**Joseph H. Magdovitz**  
Vice President, Head of Finance  
LendingHome

**Josefina Alvarado Mena, Esq., CEO Safe  
Passages**

**John O'Toole, Attorney**  
Retired Director National Center for Youth  
Law

**Bill Owens,**  
Owens Financial Group, Board Chair;  
former Board Chair of Owens Realty  
Mortgage; former President Owens  
Mortgage Investment

**Anthony Shell, Realtor**  
Principal with Avison Young

**Dan Siegel, Attorney**  
Siegel, Yee & Brunner  
Former OUSD Board of Trustee

**Daniel Toleran,**  
Senior Research Associate  
Center for Applied Research Solutions,  
Inc.; Faculty Holy Names College and  
University of California

#### **AGENDA**

**Safe Passages 501(c)(3) Board Retreat  
June 30, 2023**

**12:00 PM – 2:00 PM**

**Location: Z Café, 2735 Broadway, Oakland  
& Live Zoom Stream**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/84352674896?pwd=dkVRYzBza3FzUFV3ZVITNklMa1huZz09>**

**Meeting ID: 843 5267 4896**

**Passcode: 765994**

**One tap mobile**

**+16694449171,,84352674896# US**

**+16699006833,,84352674896# US (San Jose)**

#### **AGENDA**

#### **CLOSED SESSION**

##### **Call to Order**

##### **I. Discussion on Annual CEO Evaluation.**

#### **REGULAR SESSION**

##### **Call to Order**

##### **I. Approval of Minutes: Board Meeting April 14, 2023**

##### **II. Fiscal Reports**

- A. Approval of Organizational Budget FY 2023-2024
- B. Updated Development Report – Highlights
- C. Recommendation from the Audit Committee to Accept the Safe Passages 2022 Audited Financial Statements.

##### **III. Expansion Campaign Efforts**

- A. Approval of Financing Plan for the Acquisition of 1015 Clay Street, Oakland.
- B. Capital Fundraising Efforts Update.

##### **IV. Programmatic Updates and Presentation**

##### **V. Board Membership and Term Renewals for 2023**

##### **VI. Topics for Discussion at next, September 2023 Board Meeting.**

- A. Board Development Discussion
- B. Purchase of 1015 Clay Street Property

#### **Board Meeting Calendar 2023**

**January 20, 2023**

**April 14, 2023**

**July 14, 2023-June 30, 2023**

**October 20, 2023**

**Two-hour meetings on Fridays: 12:00 noon – 2:00 PM (unless otherwise indicated).**

## **I. Approval of Minutes: Board Meeting April 14, 2023**



**Safe Passages 501(c)(3) Board Meeting**  
**Friday, April 14, 2023**  
**12:00 PM – 2:00 PM**  
**Location: SP Central Office & Zoom Meeting**  
**MINUTES**

**REGULAR SESSION**

**Called to Order by Chair 12:15 PM**

**Board Trustees in Attendance:** Josefina Alvarado Mena (CEO), Joe Magdovitz, Colin Lacon, Melissa Hoover, Carla Koren, Anthony Shell, Tomás Magaña, Brent Hawkins, Bill Owens, Kim McAtee

**Staff in Attendance:** Kimi Tahara, Operations & Systems Integration Director; Diego Bravo, Development and Policy Manager; Peter Cung, Systems Development & Production Design Manager

**Invited Guests:** Ken Ikeda, Randy Hamati, Jeremiah Carreon, Tayla Muise, David Carpenter.

**I. Approval of Minutes: Board Meeting - January 20; Special Board Meeting - March 17, 2023.**

**Motion to Approve: Trustee Magana**

**Second: Trustee O'Toole**

**Votes: All Ayes; motion passes**

**II. Fiscal Updates**

**A. Updated Development Report – Highlights**

- NIH – large proposal with CRDP partners. Potential for significant consolidation of statewide mental health resources and collaboration.
- CYBHI – Pursuing 5 out of 6 funding rounds. Massive potential for scaling multiple SP initiatives.

**B. Organizational Budget Updates**

Presentation by Ed Mulheren – eCratchit Nonprofit:

- Budget growth has been immense. Cash receivables are also increasing.
- Billing was behind schedule starting in June last year, but we are now on track with improved invoicing/fiscal processes.
- Difficulty lies in managing a large number of contracts. SP's restructuring of Fiscal Team has facilitated management of these.

### C. Expanded Learning Presentation

- In 2020-21, SP only operated afterschool programs in three schools: Laurel Elementary, CCPA, and UFSA. Since then, with expanded enrollment, a new fee-for-service model (at Chabot Elementary), and additional funding. SP is currently the lead extended day provider at 3 new school sites: Fruitvale Elementary, Chabot Elementary, and MetWest High School. Next school year, REACH Academy will be added as well.
- Board Member question: Does SP stop operating afterschool programs at a school if SP is not the lead agency?
  - SP operates regular day, daytime programs in those instances. The reason SP doesn't expand afterschool programming further is UFSA (6th-8th) & CCPA (6th-12th) afterschool programs are for all grades, and staff are onsite before school starts until long after. Many staff are needed at those two sites due to such high enrollment.
  - As with afterschool programming, daytime includes before school education-based programming/supervision for parents with inflexible schedules.
- Laurel Elementary Staff Stories:
  - Tayla: Afterschool programs offer engaging electives such as basketball and hip-hop classes. Students want to stay and not get picked up early. There are also informational Public Health sessions and food distributions.
  - David C.: Program includes partnerships with outside agencies. Showcases are hosted with them once per trimester. Families and communities always show up in numbers. For instance, the family literacy nights are a huge success, with over 250 attendees. School time learning is always tied to supplemental events.
  - Jeremiah: David and Tayla are on site during daytime programming, too. Helping with small group time. They further build relationships with students. Students in afterschool programming are high need, so daytime continuity further benefits both students and staff.
  - David C.: Junior Coaches have grown to be comprised of 42 students (in upper grades). They even have staff meetings and official t-shirts. Academic excellence and leadership are criteria for eligibility, which sets an early standard for younger students. The position encourages students to become problem solver.
- CEO: Similarly, youth instructors are trained and hired at CCPA and MetWest. After high school, they also have the option to become SP AmeriCorps members and then become SP staff.
- Board member: Highlighting and illustrating that positive cycle would be ideal for fundraising.
- David C.: Students being served by alumni really creates grassroots effort and hope.
- Board member: Expanded Learning is recognized for its growth and success, creating a ripple effect and setting an example for other sites in proximity.
- CEO: Many organizations resisted growth during the pandemic, but SP really operationalized growth.
- Board member: SP' model at Chabot Elementary will establish an excellent precedent for agencies going forward.
  - CEO: Especially the livable wage for instructors. SP fought hard to allocate funds for

a \$22/hour wage to outcompete retail jobs.

### **III. Strategy Presentations & Infrastructure Budgets**

- SP' AmeriCorps & afterschool (for grades 3-12) for school-linked and expanded learning initiatives have grown significantly.
- Family Support Services have grown from COVID relief funds and aggressive development efforts. This initiative includes housing security aid.
- Board member: The budget increase from ~8 to 9.7 million is astounding!
  - CEO: It has been challenging to keep up with the financial growth. The limitation has been establishing the infrastructure. Programmatic funds also grow during the year through unexpected infusions. But these financial influxes will help fill gaps in service.
- Board member: Is SP certain of where funds will come from for the upcoming fiscal year to maintain this budget?
  - CEO: A lot will come from the OUSD Planning Tool process (due today). Then we will move on to the remainder of fiscal year planning and determine the confidence of funds.
- Board member: With government funds, is there not competition? SP seems to be receiving massive windfalls – is SP really outpacing other organizations?
  - CEO: Other organizations may not have chosen to pursue scaling right now. We have several programs scaling because of large program participant bases. SP is one of the few who can do this currently; so it's best to take advantage of that.
  - Board member: SP has a strong reputation for delivering, and long community relationships ensure people come to SP when in need. During the pandemic, organizations shrunk or held their ground, but SP's willingness to take on an infusion of new government aid funding and deliver paid off. Agencies look to us as a model of expansion. A dedicated recruitment position is now key. Our capacity to build out the teams is essential.

### **IV. Expansion Campaign Fundraising Efforts**

#### **A. Acquisition of 1015 Clay Street**

- Trustee Shell: Currently negotiating with the seller. In the last 48 hours, the offer is now at \$2.35 million – an acceptable price, all things considered. With the uncertainty of how long it will take for state funding to disburse, the seller was accommodating and provided a 75-day extension to close escrow. We requested the seller terminate the existing tenant downstairs. They are willing to set up a meeting between us and the tenant. The tenant's restaurant does not seem to be doing well – they will likely shut down before the end of the year or ask to be let out of the lease. The rental rate is set to jump from \$3,000 to \$5,000 a month, so the tenant asked for a delay on the increase.
- Board member: We don't want to develop a reputation for pushing out small businesses. How we navigate this process is delicate and crucial.
- CEO: SP' CA BHCIP grant scope of work includes \$1 million for the purchase. SP also needs to determine the grant disbursement timeline to ensure it fits within the escrow

window. The BHCIP funds could be reconfigured as less for renovation funds and more for the purchase, reducing the need for fundraising. SP also has Weinberg Foundation funding pending and Round 6 of CA CYBHI funding to apply for (which is for previous grantees only. This would function as gap money one-year from now to complete capital projects).

**B. Fundraising Efforts (Ken)**

- \$12 million was the goal, with \$9 million already from the state and \$1 million matched. Now, with a second building in mind, the goal looks more like \$15 million. The new print brochure focuses on shifting the narrative of growth even if the new goal is not represented numerically.
- The Board will be kept in the loop by the new project manager, Chloe Barrens. A cloud drive folder will be created and shared with the Board.
- There's also a clear need to get staff/site stories and capture SP' pandemic growth into storytelling form.
- Outreach and fundraising materials are ready for the Board.
- The infrastructure fundraising goal is about \$1 million per year for 3 years.
- Board member: We will also need to scale board membership with this growth and increase in staffing.

**Meeting Adjourned 1:55 PM**





# Most Recent Audited Financial Statement (2023)

SAFE PASSAGES

FINANCIAL STATEMENTS WITH  
INDEPENDENT AUDITOR'S REPORT

JUNE 30, 2023

**CHRISTOPHER CHIME OGBODO**  
CERTIFIED PUBLIC ACCOUNTANT

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**INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Safe Passages

**Report on the Audit of the Financial Statements**

***Opinion***

I have audited the accompanying financial statements of Safe Passages, (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023 and the related statements of activities, and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In my opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Safe Passages as of June 30, 2023, 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.

***Basis for Opinion***

I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Safe Passages and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Safe Passages' ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

***Auditor's Responsibilities for the Audit of the Financial Statements***

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Safe Passages internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Safe Passages ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that I identified during the audit.

#### ***Supplementary Information***

My audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards shown on pages 18 to 19, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, I have also issued my report dated March 25, 2024 on my consideration of Safe Passages internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Safe Passages internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Safe Passages internal control over financial reporting and compliance.



Christopher Chime Ogbodo  
Certified Public Accountant

Oakland, California  
March 25, 2024

SAFE PASSAGES  
STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2023

**ASSETS**

**Current Assets**

Cash and Cash Equivalents	\$ 1,156,087
Investments	2,841,635
Accounts and Grants Receivable - Note 7	6,135,757
Prepaid Expenses	117,100
Total Current Assets	<u>10,250,579</u>

**Fixed Assets**

Land	960,000
Building and Building Improvements	2,541,940
Office Furniture and Equipment	31,273
Vehicle	46,751
Subtotal	<u>3,579,964</u>
Accumulated Depreciation	(123,809)
Total Fixed Assets	<u>3,456,155</u>
Total Assets	<u><u>\$ 13,706,734</u></u>

**LIABILITIES AND NET ASSETS**

**Current Liabilities**

Accounts Payable and Accrued Expenses	\$ 362,332
Accrued Vacation and Employment Benefits	640,547
Accrued Payroll and Payroll Taxes	291,793
Deferred Revenue	409,213
Current Portion of Mortgage Payable	99,509
Total Current Liabilities	<u>1,803,394</u>

**Long-term Liabilities**

Mortgage Payable	2,588,926
Less Current Portion	(99,509)
Total Long-term Liabilities	<u>2,489,417</u>
Total Liabilities	<u>4,292,811</u>

**Net Assets**

Without Donor Restrictions	5,511,817
With Donor Restrictions - Note 8	3,902,106
Total Net Assets	<u>9,413,923</u>
Total Liabilities and Net Assets	<u><u>\$ 13,706,734</u></u>

See accompanying notes to financial statements.

SAFE PASSAGES  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED JUNE 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Revenue and Support</b>			
Private Grants and Donations	\$ 371,433	\$ -	\$ 371,433
Government Contracts and Grants	8,749,253	4,732,028	13,481,281
Fee for Service	1,047,663	-	1,047,663
Other Income	201,896	-	201,896
Total Revenue and Support	10,370,245	4,732,028	15,102,273
Net Assets Released from Restrictions	3,455,289	(3,455,289)	-
Total Revenue and Support	13,825,534	1,276,739	15,102,273
<b>Expenses</b>			
Program Services	11,508,099	-	11,508,099
Management and General	566,790	-	566,790
Fundraising	192,387	-	192,387
Total Expenses	12,267,276	-	12,267,276
Change in Net Assets	1,558,258	1,276,739	2,834,997
Net Assets at Beginning of Year	3,953,559	2,625,367	6,578,926
Net Assets at End of Year	\$ 5,511,817	\$ 3,902,106	\$ 9,413,923

See accompanying notes to financial statements.

SAFE PASSAGES  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2023

	Program Services	Management and General	Fundraising	Total
PERSONNEL EXPENSES				
Salaries and Wages	\$ 6,908,278	\$ 169,833	\$ 126,434	\$ 7,204,545
Payroll Taxes and Benefits	1,665,659	28,149	26,431	1,720,239
Total Personnel Expenses	<u>8,573,937</u>	<u>197,982</u>	<u>152,865</u>	<u>8,924,784</u>
OTHER EXPENSES				
Subcontractors	1,292,981	167,105	-	1,460,086
Office Expenses	192,414	79,540	513	272,467
Communications	91,710	8,530	-	100,240
Occupancy	195,912	55,975	27,987	279,874
Travel	281,770	-	-	281,770
Conferences	250,238	-	-	250,238
Insurance, Taxes and Fees	28,144	22,801	-	50,945
Printing	11,650	953	-	12,603
Program Materials and Supplies	291,972	6,116	372	298,460
Participant Incentives	209,220	1,257	-	210,477
Grant and Gifts	17,385	15,032	5,000	37,417
Uncollectible Accounts	-	200	-	200
Depreciation	47,339	11,299	5,650	64,288
Others	23,427	-	-	23,427
Total Other Expenses	<u>2,934,162</u>	<u>368,808</u>	<u>39,522</u>	<u>3,342,492</u>
TOTAL EXPENSES	<u>\$ 11,508,099</u>	<u>\$ 566,790</u>	<u>\$ 192,387</u>	<u>\$ 12,267,276</u>

See accompanying notes to financial statements.



SAFE PASSAGES  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2023

Cash Flows from Operating Activities:

Change in Net Assets	\$ 2,834,997
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation Expense	64,288
Change in Operating Assets and Liabilities:	
(Increase) Decrease in Accounts and Grants Receivable	(690,401)
(Increase) Decrease in Prepaid Expenses	(25,762)
Increase (Decrease) in Accounts Payable	196,017
Increase (Decrease) in Deferred Revenue	27,864
Increase (Decrease) in Vacation and Employment Benefits	203,198
Increase (Decrease) in Accrued Payroll and Payroll Taxes	135,334
Net Cash Provided by Operating Activities	<u>2,745,535</u>

Cash Flows from Investing Activities:

Purchases of Fixed Assets	(301,303)
Purchases of Investments	<u>(2,841,635)</u>
Net Cash Used in Investing Activities	<u>(3,142,938)</u>

Cash Flows from Financing Activities:

Mortgage Principal Payment	<u>(96,238)</u>
Net Cash Used in Financing Activities	<u>(96,238)</u>

Decrease in Cash and Cash Equivalents	(493,641)
Cash and Cash Equivalents at Beginning of Year	<u>1,649,728</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 1,156,087</u></u>

See accompanying notes to financial statements.

SAFE PASSAGES  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2023

**NOTE 1 - GENERAL AND ORGANIZATION**

Safe Passages (the organization) is a California non-profit Corporation established to develop charitable and educational programs for high need children and families. The organization is exempt from Federal and California taxes under Section 501C (3) of the Internal Revenue Code and Section 23701(d) of the California Revenue and Taxation Code, respectively.

Safe Passages was established as a collaborative partnership of the City of Oakland, Alameda County, Oakland Unified School District, and other public child-serving agencies in Alameda County, for the purpose of coordinating, evaluating, modeling, and implementing innovative, cross-jurisdictional services for vulnerable children and families in high-need communities in Alameda County.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Presentation

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.

Net Assets With Donor Restrictions - Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting

The Organization's financial statements are prepared on the accrual basis of accounting; consequently, revenues from all sources are recognized when earned, rather than when received; and expenditures are recognized when the obligation is incurred, rather than when cash is disbursed.

Cash and Cash Equivalents

The Organization considers all highly liquid instruments, which are to be used for current operations and have an original maturity of three months or less, to be cash and cash equivalents.

SAFE PASSAGES  
NOTES TO FINANCIAL STATEMENTS (Continued)  
JUNE 30, 2023

Use of Estimates

The preparation of financial statements on conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition

Revenue is recognized on the accrual basis of accounting. Revenue from grantors is recognized when earned from grantors and expenses are recognized when incurred by the organization.

Property, Equipment and Depreciation

Fixed assets are recorded at cost and depreciated using the straight-line method. Estimated useful lives for depreciation purposes are five years for furniture and equipment and forty years for buildings and building improvements. Maintenance, repairs and renewals which neither materially add to the value of the property nor appreciably prolong its life are charged to expense as incurred.

Functional Expenses

The costs of providing program and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among program services and supporting services benefited. Such allocations are determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Salaries and related	Time and Effort
Insurance	Time and Effort
Occupancy	Use of Space

Commitments and Contingencies

In the normal course of operations, the organization participates in a number of Federal and City-assisted grant programs. These programs are subject to audit by the grantors or their representatives. Such audits could lead to request for reimbursement to the grantor agency for expenditures disallowed under the terms of the grant. Presently, the organization has no such request pending, and in the opinion management, any such amounts would be considered immaterial.

**NOTE 3 - CASH AND CASH EQUIVALENTS**

"Cash" as reported on the statement of financial position represents cash equivalents and investments in financial institutions. Certain financial instruments potentially subject the organization to concentrations of credit risk. These financial instruments consist primarily of cash, cash equivalents and receivables. The organization places its cash and cash equivalents with high credit, quality financial institutions and organizations.

SAFE PASSAGES  
NOTES TO FINANCIAL STATEMENTS (Continued)  
JUNE 30, 2023

**NOTE 4 - DESCRIPTION OF PROGRAM AND SUPPORTING SERVICES**

The following program and supporting services are included in the accompanying financial statements:

Program Services

Safe Passages' program activities are focused on four major strategy areas: Early Childhood, School-Linked Services, Juvenile Justice, and After School/Learning. In each strategy area, Safe Passages' program activities blend funding from public and private sources to provide comprehensive services to children and families in the highest need communities and then provide in-depth evaluation of program results.

Fiscal Sponsorship Agreement

Safe Passages acts as fiscal sponsor for the Advance Peace Project which is an organization formed to reduce violence and support community development. Safe Passages receives grants, cash and other resources on behalf of the project. These transactions are reported as increases in net assets with donor restrictions and distributions to third-party recipients are reported as decreases in net assets.

Management and General

This category includes general, managerial and administrative functions of the organization, including the staff time and expenses associated with general management, administrative activities and organizational planning.

**NOTE 5 - CONCENTRATION OF CREDIT RISK**

Certain financial instruments potentially subject the Organization to concentrations of credit risk. These financial instruments consist primarily of cash, cash equivalents and receivables. The Organization places its cash and cash equivalents with low credit risk, quality financial institutions. Concentrations of credit risk with respect to receivables are generally diversified due to the few numbers of reputable granting agencies and other payers owing the Organization.

**NOTE 6 - PROPERTY AND EQUIPMENT**

Property and Equipment consist of the following:

Land	\$ 960,000
Building and Building Improvements	2,541,940
Office Furniture and Equipment	31,273
Vehicle	46,751
	<u>3,579,964</u>
Less: Accumulated Depreciation	<u>( 123,809)</u>
Property and Equipment, Net	<u>\$3,456,155</u>

SAFE PASSAGES  
NOTES TO FINANCIAL STATEMENTS (Continued)  
JUNE 30, 2023

**NOTE 7 - ACCOUNTS AND GRANTS RECEIVABLE**

As of June 30, 2023, the accounts and grants receivable balance of \$6,135,757 consist of the following:

Safe Passages:

Americorps	\$ 364,619
Bay Area Community Services Inc (BACS)	60,500
California Community Reimbursement (CRG)SP	70,696
California Department of Public Health	168,424
California Department of SS Immigration	13,125
City of Oakland - WIOA	239,009
County of Alameda CalFresh	99,784
County Of Alameda Office of Education	51,817
County Of Alameda Probation Department	19,666
Emery Unified School District	22,000
Father Engagement	29,935
Local Initiatives Support Corp - LISC	8,348
Oakland Public Education Fund	62,993
OFCY Oakland Fund for Children and Youth	293,536
Okland Unified School District	1,988,915
U.S. Corp for National Service	98,180
Others	266,072
Subtotal	<u>3,857,619</u>

Advance Peace:

Andrus Family Fund	52,250
California Community Reimbursement	87,377
California Endowment	375,000
CalVIP Cohort 4	330,663
City of Antioch	40,000
City of Vallejo	157,500
County of Ingham	13,500
Fort Worth	17,500
Fresno Economic Opportunities Commission	31,152
Michigan Public Health Institute	6,750
Multnomah County - Portland	185,000
Orlando CVI Initiative-New	46,250
RISE Inc.	45,392
Stockton CalVip - BSCC 879-20	689,804
Sutter Health Valley Hospitals	100,000
The Harry and Jeanette Weinberg Foundation	100,000
Advance Peace Subtotal	<u>2,278,138</u>

Total Accounts and Grants Receivable	<u><u>\$ 6,135,757</u></u>
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SAFE PASSAGES  
NOTES TO FINANCIAL STATEMENTS (Continued)  
JUNE 30, 2023

**NOTE 8 - NET ASSETS WITH DONOR RESTRICTIONS**

As of June 30, 2023, the net assets with donor restrictions balance of \$3,902,106 are as follows:

Andrus Family Fund	\$ 52,250
Capitol Impact, LLC	351,739
City of Antioch	24,438
City of Orlando	90,219
City of Rochester	74,204
City of Sacramento	225,000
City of Vallejo	370,678
City of Woodland	69,681
County of Ingham	47,798
Everytown for Gun Safety Support Fund Inc.	94,379
Fresno Economic Opportunities Commission	120,679
Kaiser Permanente	200,000
Michigan Public Health Institute	6,750
Multnomah County	152,420
Sutter Health	200,000
The California Endowment	375,000
The Harry and Jeanette Weinberg Foundation Inc.	200,000
The Jacob and Valeria Langeloth Foundation	299,410
Violence Intervention & Prevention Ft. Worth (VIP)	50,709
Various Donations	896,751
Total Net Assets with Donors Restrictions	<u><u>\$ 3,902,106</u></u>

**NOTE 9 - MORTGAGE PAYABLE**

On December 14, 2021, the Organization executed a promissory note secured by a deed of trust payable to First-Citizen Bank and Trust Company, in the amount of \$2,720,000. The amount was used to purchase a property located at 561 11<sup>th</sup> Street, Oakland, California. The note bears interest at the rate of 3.550% and payable in monthly installments of \$15,942.81. The total interest paid during the year was \$95,075. Future annual maturities of long-term debt are as follow:

<u>Year</u>	<u>Amount</u>
2024	\$ 99,509
2025	103,402
2026	107,185
2027	111,107
2028	120,387
2029 and Future Years	<u>2,047,336</u>
Total	<u><u>\$2,588,926</u></u>

SAFE PASSAGES  
NOTES TO FINANCIAL STATEMENTS (Continued)  
JUNE 30, 2023

**NOTE 10 - AVAILABILITY AND LIQUIDITY**

The following reflects the Organization's financial assets as of June 30, 2023, reduced by amounts not available for general use within one year of the statement of financial position date, because of donor-imposed restrictions and board designations.

Cash and Cash Equivalents, Investments	\$3,997,722
Accounts and Grants Receivable	<u>6,135,757</u>
Total Financial Assets	10,133,479

Less amounts not available to be used  
within one year:

Donor restricted contributions - time	-0-
Donor restricted contributions - purpose	<u>(3,902,106)</u>

Financial assets available to meet cash needs for  
general expenditures within one year \$6,231,373

The Organization relies upon private and recurring government funding to support its programming and operating activities. As such, certain financial assets may not be available for general expenditure within one year, if those financial assets have donor-imposed restrictions for specific use or a future period. As part of the Organization's liquidity management plan, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. Cash is maintained in checking accounts and is readily available for use.

**NOTE 11 - ACCRUED VACATION AND EMPLOYMENT BENEFITS**

Accumulated unpaid employee vacation benefits are recognized as a liability of the Organization. The total accrued liability as of June 30, 2023 was \$250,719. The Organization maintains a contributory retirement plan available for its employees that allows participants to make tax deferred investment contributions. The plan qualifies under the provisions of Section 401(k) of the Internal Revenue Code of 1954, as amended. During the year ended June 30, 2023, the Organization made matching contributions to the retirement plan in the amount of \$389,828.

**NOTE 12 - SUBSEQUENT EVENTS**

In accordance with FASB Accounting Standards Codification Topic 855, "Subsequent Events", the Organization has evaluated subsequent events through March 25, 2024, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2023 have been incorporated into these reports.

As of July 1, 2023, Advance Peace started operating separately from Safe Passages. The net assets related to Advance Peace of \$3,902,106 at June 30, 2023 will be transferred to Advance Peace. Safe Passages is still acting as a fiscal sponsorship for some of Advance Peace's contracts during this transition, and the fiscal sponsorship agreement was amended as a result with an effective date of July 1, 2023.

SAFE PASSAGES  
NOTES TO FINANCIAL STATEMENTS (Continued)  
JUNE 30, 2023

During October 2023, Safe Passages purchased a building for \$2,350,000. As part of this purchase, Safe Passages incurred a new loan totaling \$1,998,000. In addition, Safe Passages had to pay a termination fee of \$250,000 to the prior tenant in order to purchase this building. During the fiscal year ended June 30, 2024, the Organization is starting to remodel the building and was awarded a grant of approximately \$8,900,000 for the capital project. This funding was used to pay off the new loan (noted above) of \$1,998,000 in January 2024.

During December 2023, the Organization entered into a new lease for office and storage space with a term of six months with monthly payments of \$10,000.

During January 2024, the Organization filed amended payroll tax returns to claim the Federal employee retention credit for COVID relief for 2020 and 2021 totaling approximately \$1,125,000.





**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors  
Safe Passages

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Safe Passages, (a not-for-profit organization) which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued my report thereon dated March 25, 2024.

**Internal Control over Financial Reporting**

In planning and performing my audit of the financial statements, I considered Safe Passages internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Safe Passages internal control. Accordingly, I do not express an opinion on the effectiveness of Safe Passages internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Safe Passages financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and results of that testing, and not to provide an opinion on the effectiveness of Safe Passages internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Safe Passages internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Christopher Chime Ogbodo  
Certified Public Accountant

Oakland, California  
March 25, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM  
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors  
Safe Passages

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

I have audited Safe Passages compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on Safe Passages major federal programs for the year ended June 30, 2023. Safe Passages major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In my opinion, Safe Passages complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

***Basis for Opinion on Each Major Federal Program***

I conducted my audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. My responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of my report.

I am required to be independent of the Safe Passages and to meet my other ethical responsibilities, in accordance with relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion on compliance for each major federal program. My audit does not provide a legal determination of the Safe Passages compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, regulations, rules, and provisions of contracts or grant agreements applicable to Safe Passages federal programs.

***Auditor's Responsibilities for the Audit of Compliance***

My objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Safe Passages compliance based on my audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Safe Passages compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Guide, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Safe Passages compliance with the compliance requirements referred to above and performing such other procedures as I considered necessary in the circumstances.
- Obtain an understanding of Safe Passages internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Guide, but not for the purpose of expressing an opinion on the effectiveness of Safe Passages internal control over compliance. Accordingly, no such opinion is expressed.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that I identified during the audit.

#### **Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

My consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. I did not identify any deficiencies in internal control over compliance that I consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies may exist that were not identified.

My audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of my testing of internal control over compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose.



Christopher Chime Ogbodo  
Certified Public Accountant

Oakland, California  
March 25, 2024

SAFE PASSAGES  
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2023

**NOTE 1 - BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Safe Passages (the Organization) under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200. *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or limited as to reimbursement. Pass-through entity identifying numbers are presented where available and applicable.

**NOTE 3 - INDIRECT COST RATE**

The Organization has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance. The Organization applies indirect cost in accordance with the specific terms of its federal agreements.

SAFE PASSAGES  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
JUNE 30, 2023

Grantor / Pass-Through Grantor / or Program Title	Federal Assistance Listing Number	Direct Pass-through	Name of Grant	Grant/Agreement Project /I.D. No.	Award Amount	Total Awards Expended
FEDERAL AWARDS:						
U.S. Department of Education						
Passed Through Oakland Unified School District:						
Twenty-first Century Community Learning Centers	84.287	Pass-through	CCPA-HS	21-1278	\$ 270,602	\$ 270,602
Twenty-first Century Community Learning Centers	84.287	Pass-through	CCPA-MS	21-1404	84,033	84,033
Total U.S. Department of Education					354,635	354,635
U.S. Department of Health and Human Services						
Local Community-Based Workforce to Increase COVID-19 Vaccine Access						
National Organizations for State and Local Officials Passed Through Alameda County Social Services:	93.011	Direct		1G32HS42668-01-00	1,000,000	273,755
Forster Care-Title IV-E	93.658	Pass-through	SNAP Employment & Training	FFY2022-23	148,876	148,876
Passed Through California Mental Health Services Authority:						
Mental Health Disaster Assistance and Emergency Mental Health	93.982	Pass-through	CalMESA	728-FEMA -2021-SP-A1	468,601	36,951
Total U.S. Department of Health and Human Services					1,617,477	459,582
U.S. Department of the Treasury						
Passed Through the California Local Initiatives Support Corporation						
Emergency Rental Assistance Program	21.023	Pass-through	Emergency Rental Assistance Program (ERAP)	ERA0003 /52512-0001	477,581	174,151
Total U.S. Department of the Treasury					477,581	174,151
U.S. Department of Housing and Urban Development						
Passed Through the City of Oakland:						
Community Development Block Grants/Entitlement Grants	14.218	Pass-through	CDBG-CV Oakland Cares Act	1005525	300,000	14,470
Total U.S. Department of Housing and Urban Development					300,000	14,470
U.S. Corporation for National and Community Service						
AmeriCorps State and National/Vista Volunteer	94.006	Direct	AmeriCorps/Vista Volunteer		60,000	60,000
Passed through California Volunteers:						
AmeriCorps State and National	94.006	Pass-through	AmeriCorps/Vista Volunteer	20AFHY28-F134	378,018	378,018
AmeriCorps State and National	94.006	Pass-through	AmeriCorps/Vista Volunteer		273,363	96,770
Total U.S. Corporation for National and Community Service					711,381	534,788
TOTAL					\$ 3,461,074	\$ 1,537,626

SAFE PASSAGES  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
JUNE 30, 2023

**Section I Summary of Audit Results**

*Financial Statements:*

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? No
- Significant deficiency(ies) identified? No

Noncompliance material to financial statement noted? None

*Federal Awards:*

Internal control over major programs:

- Material weakness(es) identified? No
- Significant deficiency(ies) identified? No

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required  
to be reported in accordance with 2 CFR 200.516(a)? No

*Identification of Major Programs:*

<u>Federal Assistance Listing Number(s)</u>	<u>Name of Federal Program or Cluster</u>
94.006	AmeriCorps State and National
84.287	Twenty-first Century Community Learning Centers

Dollar threshold used to distinguish between  
Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? Yes

**Section II Financial Audit Findings**

None reported.

**Section III Federal Award Findings and Questioned Costs**

None reported.



## Letters of Reference





June 24, 2024

Expanded Learning Office  
Oakland Unified School District  
Oakland, CA 94612

**RE: Letter of Reference for the Safe Passages After-School Lead Agency Request for Qualifications - RFP 2024**

Dear Expanded Learning Team:

It is my pleasure to submit this letter of reference for Safe Passages, the current lead agency at Coliseum College Preparatory Academy (CCPA) for middle and high school after-school programs.

Safe Passages has a long-standing partnership with the Havenscourt campus, where CCPA is located. The Safe Passages Havenscourt collaboration began in 2000, prior to the campus being divided into two small schools. Safe Passages participated in the design of CCPA and has collaborated with the school since its inception in 2006. Safe Passages has served as the Full Service Community Schools (FSCS) lead agency since 2000 and as the lead after school agency for over 14 years. Over the course of the implementation of the Safe Passages Middle School Strategy (SPMSS) and Elev8 Oakland, Safe Passages' history of providing services at CCPA includes: the creation of the Coordination of Services Team (COST), case management, mental health services, family engagement, summer programs, health services, academic interventions, and extended day programs.

Safe Passages currently provides a rich complement of extended day services, including Urban Arts, leadership, academic support, mentoring, sports, performing arts, and STEM. Every student at CCPA student is currently served in the program. 100% of those served are students of color with 48% female and 52% male. SP serves a high-need population at CCPA: students with low academic indicators, behavioral issues, English Learners (ELs), Students with Disabilities (SWD), and/or other socio-emotional needs.

As the principal of CCPA, I have worked closely with Safe Passages over the last nine years on a wide range of support programs for students and families, including the development and implementation of after-school programs. CCPA utilizes an extended day model that fully integrates the after school program into the extended day schedule. Significant collaboration between the academic teachers and the after school instructors and staff occurs on a daily basis. I participated directly in the selection of afterschool management and staff and provide school site supervision. I also have a long-time working relationship with SP CEO, Josefina Alvarado Mena.

The program meets critical needs: 1) the need for a safe and supportive learning environment; 2) the need for positive youth development; 3) the high need for additional academic support; and 4) the need for health/fitness opportunities.

In addition, Safe Passages has leveraged hundreds of thousands in much-needed resources for the school, including six full-time AmeriCorps members who provide academic mentoring to students during and after school hours. They have provided high-quality support to high-need middle and high school youth over the past eleven years.

The long-standing partnership with Safe Passages has been invaluable to the success of CCPA. I recommend this organization and its leadership without reservation as an OUSD After School Lead Agency. I ask that consider their application favorably.

Sincerely,

A handwritten signature in black ink, appearing to read 'ABC' followed by a long, sweeping horizontal line.

Amy Carroza  
Principal, CCPA



June 24, 2024

Expanded Learning Office  
Oakland Unified School District  
Oakland, CA 94612

**RE: Letter of Reference for the Safe Passages After-School Lead Agency Request for  
Qualifications – RFP 2024**

Dear Sir or Madam:

It is my pleasure to submit this letter of reference for Safe Passages, the current lead agency at Laurel Elementary School after-school programs.

Safe Passages has a long-standing partnership with the Laurel Elementary School campus and has served as the Lead Extended Day Provider since 2016. Safe Passages (SP) implements the Laurel After School Program (LASP), whose purpose is to accelerate student learning, support social-emotional learning, and provide students with opportunities to apply their knowledge to solve real problems and become leaders in their community. LASP will be implemented with 150 students during after-school hours. It offers academic support, enrichment, youth development /leadership, recreation/fitness, and family engagement and support.

As the principal of Laurel Elementary School, I have worked closely with Safe Passages over the last nine years on a wide range of support programs for students and families, including the development and implementation of after-school programs. Laurel Elementary School utilizes an extended day model that fully integrates the after-school program into the extended day schedule. Significant collaboration occurs daily between the academic teachers and the after-school instructors and staff.

I participated directly in the selection of afterschool management and staff and provide school site supervision. I also have a long-time working relationship with SP CEO Josefina Alvarado Mena. In addition, Safe Passages has leveraged hundreds of thousands in much-needed resources for the school, including two full-time AmeriCorps members and one VISTA member who provide academic mentoring to students during and after school hours and family resource support.

The long-standing partnership with Safe Passages has been invaluable to the success of the school. I recommend this organization, and its leadership, without reservation as an OUSD After School Lead Agency. I ask that you consider their application closely.

Sincerely,

John Stangl  
Principal, Laurel Elementary School



## Certificate of Insurance





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2024

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 500 N Brand Boulevard, Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Danielle Donohue <b>PHONE (A/C, No, Ext):</b> 818.539.8605 <b>E-MAIL ADDRESS:</b> Danielle_Donohue@ajg.com	<b>FAX (A/C, No):</b>
<b>INSURED</b> Safe Passages 1017 Clay St., Oakland, CA 94607	<b>License#:</b> 0D69293 SAFEPAS-01	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 18058

**COVERAGES****CERTIFICATE NUMBER:** 1859296709**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2691203-000	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			PHPK2691203-000	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB913210-000	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2691203-000	6/30/2024	6/30/2025	Each Claim Aggregate \$1,000,000 \$1,000,000

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

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845

Policy: Improper Sexual Conduct  
Policy Term: 6/30/2024 to 6/30/2025  
Policy #: PHPK2691203-000  
Carrier: Philadelphia Indemnity Insurance Company  
Each Claim: \$1,000,000 / Aggregate: \$1,000,000

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
Attn: Risk Management  
1000 Broadway, Suite 450  
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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Safe Passages 1017 Clay St., Oakland, CA 94607
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Property  
Policy Term: 6/30/2024 to 6/30/2025  
Policy #: PHPK2691203-000  
Carrier: Philadelphia Indemnity Insurance Company  
BPP Limit: \$20,000, Deductible: \$250

Policy: Crime  
Policy Term: 3/24/2024 to 3/24/2025  
Policy #: UC14332375.24-012  
Carrier: Underwriters at Lloyd's, London  
Employee Theft: Limit: \$500,000; Deductible: \$2,500  
ERISA: Limit: \$500,000  
Theft of money and securities: Limit: \$500,000; Deductible: \$2,500  
Money and Securities: Limit: \$500,000; Deductible: \$2,500  
Computer Fraud: Limit: \$500,000; Deductible: \$2,500  
Funds transfer Fraud: Limit: \$500,000; Deductible: \$2,500  
Clients Property: Limit: \$500,000; Deductible: \$2,500

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents are named as additional insureds with respect to the operations of the named insured per the attached CG 2026 endorsement. Such insurance is primary.

**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):**

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents

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.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 6/30/2024

**Name of Person or Organization (Additional Insured):**

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/17/2024

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> CCIS Insurance Group Inc 2520 W Shaw Lane Suite 104  Fresno CA 93711		<b>CONTACT</b> NAME: Lisa Peacock PHONE (A/C, No, Ext): (559) 320-2247 E-MAIL ADDRESS: Lpeacock@ccisinsurance.com FAX (A/C, No): (559) 320-0299	
<b>INSURED</b> Safe Passages Inc, DBA: Safe Passage 1017 Clay St  Oakland CA 94607		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Compensation Ins Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35076	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2451714821      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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 checked="" type="checkbox"/> N	N/A	9118156	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

Oakland Unified School District  
Attn: Risk Management  
1000 Broadway Suite 450  
Oakland

CA 94607

## CANCELLATION

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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ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

**BROKER COPY**

REP D8  
9118156-24  
RENEWAL  
NE  
5-07-02-74  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JUNE 1, 2024 AT 12.01 A.M.  
AND EXPIRING JUNE 1, 2025 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

SAFE PASSAGES  
1017 CLAY ST  
OAKLAND, CA 94607

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 4, 2024

2572

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT AND CEO



## Appendix IV Boiler Plate Checklist

# 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 Proposals

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 2022-25 MOU SAMPLE CONTRACT

The contract template that is currently being used by lead agencies can be accessed by clicking the [following link](#). The MOU 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 that master contract will last for three (3) years (but note that agencies and sites will continue be matched in 1-year relationships, as they are currently).

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

*If having a hard time opening the contract template, please email [procurement@ousd.org](mailto:procurement@ousd.org) for a copy.*

*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.*



7/5/2024

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**Signature**

---

**Date**

Josefina Alvarado Mena, CEO

Safe Passages

---

**Name and Title of Signatory**

---

**Name of Organization**



# Sample Expanded Learning Program Schedule with Activity Summary



## Weekly Program Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Warm Welcome/Community Circle	Warm Welcome/Community Circle	Warm Welcome/Community Circle  Enrichment Block 1	Warm Welcome/Community Circle	Warm Welcome/Community Circle
Snack	Snack	Snack	Snack	Snack
Academic Support	Academic Support	Academic Support	Academic Support	Academic Support
Organized Games	Organized Games	Organized Games	Organized Games	Organized Games
Enrichment	Enrichment	Academic Support	Enrichment	Enrichment
Reflection	Reflection	Organized Games	Reflection	Reflection
		Enrichment Block 2		
		Reflection		

Warm Welcome: Greet each student as they come into the program.

Community Circle: Icebreakers that help students to transition into program and support student's social emotional learning.

Snack: Provide students with a snack.

Academic Support: Academic intervention helps students with homework and skill-building in all academic areas, including literacy and math.

Organized Outside Games: Community building activities that support students social-emotional learning and healthy interaction, and engagement.

Enrichment: Engages students in S.T.E.A.M, Visual and Performing Art, Health and Fitness, and Garden and Nutrition activities.

Reflection: Allows students to think about the day and make suggestions for future program offerings.