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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 Bay Area Community Resources

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 twenty-eight OUSD school sites listed in Exhibit A.*

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

Not-To-Exceed Amount \$42,922,042.26

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 \$10,216,660.28; Resource 4124 – 21st Century Program in the amount of \$7,955,382.00; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$24,750,000.00*

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 Bay Area Community Resources
- 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
Bay Area Community Resources

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 Bay Area Community Resources ("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 21st Century Community Learning Centers (21st CCLC)
 - US Department of Education 21st 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 21st 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 \$ 42,922,042.26 . 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 21st 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, 21st 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 21st 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, 21st 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, 21st 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, 21st 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 21st 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, 21st 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 ASSES and 21st 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 ASSES,

21st 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 21st 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/21stCCLC/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, 21st 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 21st 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 21st 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, 21st Century Core Grant, 21st Century Direct Access, or 21st 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, 21st 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 10th 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, 21st 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/21st 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: David Gallagher
Title: Chief Program Officer
Address: 11175 San Pablo Ave.
City, ST Zip: El Cerrito, CA 94530
Phone: 510-599-5500
Email: dgallagher@bacr.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/>

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




OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY
<hr/> X President, Board of Education <input type="checkbox"/> State Administrator <input type="checkbox"/> Superintendent	<div>Signed by:  6A0B524B25F543A...</div> <hr/> Agency Signature <u>David Gallagher, Chief Program Officer</u> Print Name, Title
<hr/> Secretary, Board of Education	Attachments: <ul style="list-style-type: none">● Exhibit A. School Site List and Annual Grant Amounts● Exhibit B. Scope of Work Template and Budget Tool Template● Exhibit C. Procedure for Invoicing & Attendance● Exhibit D. Certificates of Insurance● Exhibit E. Statement of Qualifications● Exhibit F. Agency Letter● Exhibit G. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY
<div>DocuSigned by:  806EC2B9F1FE4AB...</div> <hr/> Executive Director Community Schools and Student Services Dept.	Legislative File ID: <u>25-1321</u>
<div>Signed by:  B072CB8033A7406...</div> <hr/> Chief Academic Officer Continuous School Improvement	
<i>MOU template approved by OUSD Office of the General Counsel May 2025</i>	

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:
Acorn Woodland	83	\$452,612.13
Brookfield Elementary	83	\$452,612.13
Elmhurst United Middle	148	\$731,879.24
Esperanza Elementary	83	\$502,612.13
Fremont High	138	\$279,500.00
Frick United Middle	110	\$503,482.84
Global Family Elementary	83	\$552,612.13
Grass Valley Elementary	83	\$452,612.13
Greenleaf Elementary	194	\$981,008.53
Hillcrest Elementary	122	\$400,000.00
Hoover Elementary	157	\$729,701.33
Korematsu Discovery Academy	83	\$452,612.13
Life Academy	276	\$1,011,175.76
Lockwood STEAM Academy	83	\$503,518.62
Madison Park, Upper Campus	163	\$731,879.24
Markham Elementary	83	\$452,612.13
Martin Luther King Jr. Elementary	166	\$729,701.33
Montclair Elementary	236	\$650,000.00
Oakland Academy of Knowledge	83	\$452,612.13
Oakland Technical High	138	\$279,500.00
Prescott Elementary	83	\$451,295.45
Ralph J. Bunche High	72	\$153,268.00
Redwood Heights	106	\$300,000.00

Rudsdale Continuation	109	\$226,564.00
Sankofa United Elementary	156	\$686,256.36
Street Academy	85	\$180,754.00
W. Oakland Middle	110	\$503,482.84
Westlake Middle	110	\$503,482.84
	Total:	\$14,307,347.42

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				
			0	Elementary (TK-5)			
			0	Elementary/Middle (TK-8)			
			0	Middle (6-8)			
Expanded Learning Lead Agency:			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 Quip program folder					
Program Model		Before School	0	After-School	0	Intersession	0
CDS Code: (This is a 14-digit code, search here)							
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 <u>maximum of 3 days during a calendar year (not a school year)</u> 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. This should be uploaded no later than 5 business days after the closure day.</p> <p>Identify the three days (if any) your program plans to close this year for PD. The program must be open all other days of the school year. (Updates for any date changes are due September 2025).</p>				
1st:		2nd:		3rd:
ATTENDANCE, STAFFING, OUTREACH, AND RECRUITMENT				
<p>All programs serving students TK through 6th grade must be accessible to all students who need it. 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 ELO-Program funds must OFFER comprehensive after-school and intersessional Expanded Learning Opportunities to ALL <u>unduplicated pupils</u> 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 prioritize enrollment for all <u>unduplicated pupils</u>.</p> <p>*Pupils that are foster, unhoused, ELL and/or qualify for free and reduced-price meals cannot be charged fees.</p>				
Enrollment Estimation: 25 - 26 <i>(for the site's combined funding)</i> (ASES, 21CCLC, and ELOP)			Average Daily Attendance: CDE ADA Target (ASES, 21CCLC, ASSETs)	
Staffing Estimations: Review enrollment projections for the 2025-26 school year to identify staffing requirements. All staff should be reflected in the Quip Budget - Allowable Expenses Crosswalk				
Grade Levels Served and Enrollment Estimations (Site-Based School Day Enrollment Data)				
Grade Level	TK/K 10:1 Student/Staff Ratio	1st - 5th Grade 20:1 Student/Staff Ratio	6th-8th Grade 20:1 Student/Staff Ratio	9th-12th Grade 20:1 Student/Staff Ratio
Enrollment Estimation				
Staffing Targets Based on the projected enrollment numbers				
Teachers on ET (not UED/QSC) or OUSD STAFF OT				
PROGRAM OFFERING, SAMPLE SCHEDULE, AND COMMUNITY-BASED PARTNERS (SUB-CONTRACTORS)				
0	The " Program Schedule " 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"> a. Before care b. Class/Activity title, i.e., African Dance, Yoga - be specific c. Day and time program is being offered 		
	Use the attached template 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. This schedule should be clearly aligned with the supports identified in section 4.</i>		
Please list any community-based organizations/sub-contractors the site will partner with in the 2025-26 school year . All Subcontractors should also be in the site's Quip Budget - Allowable Expenses Crosswalk			
	Organization Name: <i>Example: Jane's Cooking</i>	Estimated Contract Amount	Who will manage the services: <i>School Site - Lead Agency</i>
			Who is paying the subcontractor? (Lead Agency/School/ExLO)

SECTION 3: ENROLLMENT

ENROLLMENT PROCESS TO SERVE ALL STUDENTS	
ENROLLMENT PROCESS & TIMELINE	
Please use this template as an example.	
Upload Instructions: 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.
Who can receive the Golden Ticket?
Per federal statute, California Education Code, and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a <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 <i>*McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)</i> , 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. <i>*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)</i>
- 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)
0 The expanded learning lead agency is aware of and will implement the OUSD Golden Ticket Policy.
Reasonable Accommodations Handout. Expanded Learning Inclusion Policy
Oakland School Board passed Resolution No. 2021-0159 in June 2021: Ensuring Access to Social-Emotional and Academic Supports for Students with Disabilities.

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 skill-building youth voice and leadership, and diversity, access and equity.)</i>

Respond Below:

4) Physical Activity 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 Elementary programs to offer 30-60 minutes of developmentally appropriate, daily physical activity (to help meet CDE recommendation of 30-60 daily minutes of moderate to vigorous physical activity for youth). This is not ‘free play’ or recess. (We understand Middle and High will vary based on sports programs and scheduling. 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"> · Plan and evaluate (review fitness test results, track minutes, etc.) · Include a variety of activities throughout the year
Describe how the expanded learning program will provide structured physical activity for all participants. <i>(Include specific strategies to promote healthy choices and behaviors.)</i>

Respond Below:

5) Family Engagement 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 Quality Standards for Expanded Learning in California —which were developed in partnership between the California Department of Education’s (CDE) After School Division and the California Afterschool Network (CAN) Quality Committee.	
POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards	
Resources:	
Definitions: CDE Quality Standards	
Unpacked: CDE Quality Standards & CQI Spectrum	
Unpacked: CDE Quality Standards & CQI Spectrum	
0	<u>California Department of Education Quality Standards have been entered into the Google Form.</u>
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.	

Evaluation Data Point:
Point of Service Quality Standard:
Goal:

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 Facilitron website to complete facilities usage requests no later than May 16, 2025. Visit the Facilitron website at: www.facilitron.com/dashboard/login		
	*NOTE: If using the school kitchen during the program, there needs to be an additional approved Facilitron request . A Nutritional Services (NS) staff member must supervise the proper use of the kitchen equipment and clean up afterward. Program using the kitchen will need to pay for the NS staff member's time during the kitchen use, similar to custodian services. The staff's hourly rate will determine the rate of pay.		
0	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. OUSD School Administrator Guidance to Police-Free Response Protocol	
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?	
Stay Away Orders 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.	
<p>Indicate all actions that will occur to ensure after-school program safety and alignment with school day procedures for emergency preparedness and emergency response:</p>	
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.
<p>2. List the training and resources 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></p>	
0	The principal and site coordinator have reviewed the OUSD Expanded Learning Emergency/Crisis 1st Level Response Notification Protocol and understand expectations regarding communication and incident reporting when an issue involving after-school safety
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 will have access to facility keys for all areas where expanded learning programming occurs?
<p>Culture Keeper</p>	
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:
Lead

Date:
Date:

Exhibit C (1)



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

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

All ELO-P, 21st 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 1st through the 30th or 31st, 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

The following procedures are required in submitting fiscal forms for Paid In-service/Extended Time for OUSD employees utilizing the 21st 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, 21st 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.

Exhibit C (3)



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

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing ELO-P, 21st 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 21st 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)

8/9/2024

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).

PRODUCER Acrisure Partners West Coast Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801	CONTACT NAME: Jessica DePriest PHONE (A/C, No, Ext): 707-308-2637 E-MAIL ADDRESS: certs@vantreo.com	FAX (A/C, No): 707-546-2915
License#: 6009644 BAYAREA-10	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael CA 94903-2005	INSURER A: Accredited Specialty Insurance Company	16835
	INSURER B: Philadelphia Insurance Companies	
	INSURER C: Nonprofits' Insurance Alliance of California	
	INSURER D: State Compensation Insurance Fund of California	35076
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1604945735**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	<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 <input type="checkbox"/> OTHER:	Y		PHPK2573995	7/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2573995	7/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB871560	7/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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	9233948	7/1/2024	7/1/2025	<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
B C A	Abuse Liability Prof Liab (Abuse) Cyber Liability			PHPK2573995 PHPK2573995 2-CIA-CA-17-S0112268-01	7/1/2023 7/1/2023 7/1/2023	10/1/2024 10/1/2024 10/1/2024	Aggregate Aggregate Limit 2,000,000 2,000,000 2,000,000

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

Crime Liability - PHPK2573995 - Effective 7/1/2023 - 10/01/2024 - Occurrence/AGG \$500,000
Abuse liability - PHPK2573995- Effective 7/1/2023-10/01/2024-Per occurrence limit \$1,000,000
Professional Liability - PHSD1797026 Effective 7/1/2024 to 7/1/2025 - Per Occurrence \$1,000,000/\$2,000,000 Annual Aggregate
Umbrella is over: Auto Liability, General Liability, Employers Liability, Sexual Abuse and Molestation, Professional Liability
Oakland Unified School District is named as an Additional Insured per attached forms.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
Attn: Risk Management
1000 Broadway, Ste. 440
Oakland CA 94607
USA

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

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

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

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

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

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

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

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

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

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

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

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

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

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

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

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

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

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

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

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

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

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

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

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

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

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

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

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

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

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

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

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

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

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

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

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

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

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

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

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

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

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

b. is amended to include:

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

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

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

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

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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

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

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

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

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

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

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

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

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

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

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

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

Exhibit E

Statement of Qualifications

INSERT HERE

BACR TODAY

MISSION

The mission of Bay Area Community Resources (BACR) is to promote the healthy development of individuals, families, and communities. There are three core components to our mission:

- I. Provide direct services to promote healthy development;
- II. Encourage volunteers to provide service to their community; and
- III. Build and strengthen all of the communities we serve, so that community members and institutions can effect change.

I. DIRECT SERVICES

BACR direct services are organized into program industry groups, which have a similar focus and common participant outcomes. These programs serve youth and adults in seven Bay Area counties and numerous communities and (K-12) schools. Direct services are delivered in each of the following program groups:

AFTER-SCHOOL

Our after school programs offer safe and enriching after school opportunities to young people where they can learn to be productive, build positive adult and peer relationships, and participate in meaningful academic and enrichment activities. BACR provides these programs at more than 100 schools in the Bay Area.

BEHAVIORAL HEALTH ADVOCACY, PREVENTION, & TREATMENT

BACR provides direct services to individuals and families needing support to overcome mental health or substance use problems. Alcohol and Drug, Tobacco, and Mental Health programs deliver prevention and treatment services to youth and adults having a broad spectrum of needs, ranging from the need for basic information to treatment for chronic alcoholism and drug recovery. Specifically, BACR offers school-based counseling and education, community-based centralized assessment and referral to treatment, family therapy, DUI programs, and tobacco education and cessation. Our environmental prevention services aim to change community norms about alcohol, drugs, and tobacco use by advocating for private or public policy adoption.

HEALTHY COMMUNITIES

In this industry, school- and community-based health centers serve as hubs of integrated, coordinated services and programs where youth and families can find support, resources, and community. Examples of our hubs include First 5 Centers, Healthy Start programs, high school health centers, community schools, and other family resources and early childhood programs. BACR strives to create vibrant, accessible, inclusive hubs that are safe, open, and nurturing places for participants to belong and call home.

NATIONAL SERVICE

Giving back is vital to healthy development. Through BACR's National Service program, participants achieve personal benefits by having opportunities to contribute to community improvement. Youth benefit as well through a variety of academic and youth development services delivered by BACR's AmeriCorps members. AmeriCorps members are placed at more than 70 local schools and programs where these services are provided.

WORKFORCE & EDUCATION (formerly Youth Workforce)

Our workforce model ensures that youth have access to five interventions, which are 1) Academic support, 2) Workforce skill building and employment, 3) Civic engagement, 4) Connection to support services, and 5) Meaningful participation in youth development activities. Our participants are resilient, facing multiple barriers that prevent them from accessing opportunities that would allow them to transition into adulthood successfully; healthy, self-sufficient; and free from the justice system. To ensure that services are accessible, our projects and outreach activities are delivered in a range of school- and community-based settings.

II. ENCOURAGE VOLUNTEERS TO PROVIDE SERVICE TO THEIR COMMUNITY.

All programs in the BACR family encourage “giving back” to the local communities. We organize community service projects conducted by volunteers, many of whom have been service recipients, who commit to a weekend – or sometimes commit to a year – to mentor or tutor a young person. These projects result in a positive and meaningful experience for thousands of volunteers, as well as build on their skills and commitment to civic responsibility. At the same time, they are making a positive difference in the lives of individuals and in their community.

III. BUILD AND STRENGTHEN ALL OF THE COMMUNITIES WE SERVE SO THAT COMMUNITY MEMBERS AND INSTITUTIONS CAN AFFECT CHANGE.

Building community in all we do is part of the BACR way. Each program sees itself as part of the community and seeks out community partners with whom to collaborate. Our staff represent the agency on numerous coalitions sharing a common vision of community empowerment and capacity building.

ORGANIZATIONAL STRUCTURE AND STAFFING

The Board of Directors is the legal entity responsible for the operation of the agency. It develops agency policy, mission, and goals, and ensures that adequate resources are available to carry out such goals.

BACR is led by a Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and a program-based team of Project Directors. BACR has approximately 1,300 full-and part-time staff members and AmeriCorps members.

The agency’s FY 2021–2022 budget is approximately \$45 million including in-kind services. Major funding sources include government, corporate and foundation grants, and school contracts.

SUMMARY OF FY 2021-22 PROJECT SERVICES

We will deliver 1,046,579 staff hours and 335,698 volunteer hours directly serving 32,451 students/ individuals and their families. Twenty-four percent (24%) of all services will be supported by volunteers, interns, or AmeriCorps members. The service distribution is as follows:

Industry	Number Served	Staff Hours	FTE	Volunteers	Volunteer Hours
<i>After School</i>	15,867	749,000	414	518	22,325
<i>Alcohol and Drug</i>	2,728	56,410	31	102	2,245
<i>Mental Health</i>	3,345	114,784	64	37	27,880
<i>Public Health Advocacy & Policy</i>	121	15,402	9	35	1,460
<i>National Service</i>	6,510	22,403	12	3,204	258,050
<i>Workforce & Education</i>	565	44,400	24	100	10,000
<i>Healthy Communities</i>	3,115	44,580	25	1,160	13,738
Grand Totals	32,451	1,046,579	579	5,156	335,698

Exhibit F

Agency Letter

INSERT HERE



Bay Area Community Resources

April 2nd, 2025

To Whom It May Concern:

CEO
Jonas Mok

CAO
Marisa Ramirez

CPO
David Gallagher

CFO
Ann Domingo-
Szmidt

Board of Directors
Bryan Breckenridge
Robert Davisson
Lissa Franklin
Reyna Hamilton
Nancy McEvers-
Anderson
Robert Ness
Bud Travers
Monica Vaughan
Sinclair Wu

It is the Bay Area Community Resources policy to ensure to the best of our abilities that everyone we bring into our BACR programs to work with our clients are properly screened to minimize any risk, either physical or emotional, to the children and other clients we serve. We achieve this through FBI and DOJ fingerprint background checks on all our employees, independent contractors, subcontractors and volunteers working in our OUSD school programs. We are set up to receive subsequent arrest records. In addition, all staff must turn in a negative TB clearance before they begin working with our students in OUSD.

We certify that all staff meet our staff qualifications including TB clearance, and FBI/DOJ clearance before they begin working with the students. We can provide verification upon demand from OUSD. On a monthly basis this information is submitted to our district after school programs office with our invoices, indicating ATI numbers.

Sincerely,

Mariana Lopez Quintanilla
Industry Director
mlopez@bacr.org

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
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 Procurement Website
RFP Pre-Conference Q & A (Virtual)	June 25, 2024 at 2:00 p.m. pst	Zoom link on Procurement Website
Deadline for Questions	June 28, 2024	
RFP Submission Due Date	July 12, 2024	
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

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 21st Century grant dollars are currently awarded at a rate of:

- ASES: \$10.18/student/day for TK-8th Grade students
- 21st Century: \$10.18/student/day for TK-8th Grade students
- 21st 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 21st Century related grants including Supplemental funding (to support summer programming).
- ASES and 21st CCLC grant funds are intended to complement, but not supplant, other funding provided by OUSD, school sites, or community partners.
- ASES and 21st 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 2nd 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>
Collaborative Partnerships (20 Points) 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"> • Organizations establish and maintain clear, open and regular lines of communication with stakeholders • Organizations establish and maintain clear, aligned values with stakeholders around supporting and honoring youth • Organizations seek and respond to feedback, engage in active listening, shared decision-making, and planning processes with stakeholders • Organizations and partners celebrate one another and the unique role each occupies in supporting youth
Empowerment (10 Points) This performance area focuses on the extent to which organizations promote youth agency, self-actualization, leadership, and liberation.	<ul style="list-style-type: none"> • Organizations provide opportunities for youth to own and share their stories and speak their own “truth” • Organizations celebrate youth interests, passions, culture, and help them to explore their own growth • Organizations provide opportunities for youth to lead and develop projects • Organizations encourage youth to consider multiple perspectives
Safe and Supportive Environment (20 Points) 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"> • Organizations prioritize and implement systems of support to ensure physical, emotional, cultural, structural, and inclusionary safety for youth and staff • Organizations integrate SEL and restorative practices into program culture • Organizations establish strong relationships, clear boundaries, and trust between staff, youth, and families • Organizations clearly articulate and actualize values and group agreements

<p>Lifelong Learning (15 Points)</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"> • Youth engage in activities focused on nurturing fundamental habits for lifelong learning • Youth participate in diverse enrichment programming that reflect student interests and that promote joy, skill-building, and hands-on experience • Youth participate in activities that promote mindfulness, practice socio-emotional learning, and developing a growth mindset
<p>Adaptive Programming (15 Points)</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"> • Organizations offer differentiated services to meet individual student and family needs • Organizations provide services that are inclusive, responsive, and culturally relevant • Where applicable, organizations services are trauma-informed • Organizations demonstrate capacity to adapt to physical, environmental, cultural, and social shifts
<p>Strong Systems and Structures (20 Points)</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"> • 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 • Organizations are purpose- and values-driven and programming is aligned with collaborative vision between the school site and the provider • Organizations engage in continuous quality improvement processes to ensure transparency of expectations and a culture of accountability, responsibility, compliance, and metrics • Organizations provide staff with consistent and applicable professional development support and learning opportunities

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

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

Signature: _____ Date: _____

APPENDIX II: Application Questions

After reading the 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">1. Describe a collaborative partnership that the organization experienced while engaged in a school and/or district setting. Site specific examples.2. How does the organization seek and respond to feedback from stakeholders? Please specify what the organization did to make this happen.3. How does the organization and its partners maintain clear and aligned values for supporting and honoring youth?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.
Empowerment (up to 1 page) (10 Points)	<ol style="list-style-type: none">5. Describe how the organization honors and celebrates different perspectives and unique roles to support youth.6. What professional development does your organization provide staff to support student belonging, engagement, and leadership opportunities?
Safe and Supportive Environment (up to 1 page) (20 Points)	<ol style="list-style-type: none">7. Provide examples of strategies your organization implements to ensure youth experience a sense of belonging, are valued, acknowledged, and celebrated in the program.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 available to staff.

<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"> ○ Elementary/Middle School Funding: ($\\$10.18 \times (65\% - \text{total UDS}) \times 175 \text{ days}$) <ul style="list-style-type: none"> ■ Ex: $(100 \text{ Unduplicated students} \times \\$10.18 \times 175 \text{ day}) \times 65\% = \\$115,797$ ○ Your budget must detail: ○ Projected Program Fees ○ Staffing costs for service delivery, staff training, and prep time ○ Full-time salaried site coordinator ○ Any agency management-level staff who grant funds will pay for the support of direct service programming ○ Supplies, materials, curriculum, books, field trips, etc. ○ 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"> ■ The budget does not need to include snack costs ○ Strong practices for staff and program improvement with support from the lead agency. <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"> 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? 2. How has the organization sought and responded to feedback from stakeholders, engaged in active listening, and made shared decisions? 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?
<p>Empowerment (up to 1 page)</p> <p>(10 Points)</p>	<ol style="list-style-type: none"> 4. How has the organization supported youth agency and provided youth leadership opportunities? 5. What professional development did the organization provide staff that supported student engagement and leadership opportunities? 6. What shifts did your organization make to create spaces for youth voice and choice?
<p>Safe and Supportive Environment (up to 1 page)</p> <p>(20 Points)</p>	<ol style="list-style-type: none"> 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. 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. 9. How has the organization aligned with OUSD policy to provide a safe and

	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"> ○ Elementary/Middle School Funding: $(\\$10.18 \times (65\% - \text{total UDS}) \times 175 \text{ days})$ <ul style="list-style-type: none"> ■ Ex: $(100 \text{ Unduplicated students} \times \\$10.18 \times 175 \text{ day}) \times 65\% = \\$115,797$ ○ Your budget must detail: ○ Projected Program Fees ○ Staffing costs for service delivery, staff training, and prep time ○ Full-time Full time salaried site coordinator ○ Any agency management-level staff who grant funds will pay will be paid by grant funds for the support of direct service programming ○ Supplies, materials, curriculum, books, field trips, etc. ○ 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"> ■ The budget does not need to include snack costs ○ Strong practices for staff and program improvement with support from the lead agency. <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 21st Century Grants
- 9. Ownership of Documents
- 10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
- 11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements

- 11.2.1. Tuberculosis Screening
 - 11.2.2. Fingerprinting of Agents
 - 11.2.3. Minimum 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 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

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.

Bay Area Community Resources

Required Communications

June 30, 2022



November 8, 2022

To the Audit Committee
Bay Area Community Resources
San Rafael, California

We have audited the financial statements of Bay Area Community Resources for the year ended June 30, 2022, and have issued our report thereon dated November 8, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 17, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Bay Area Community Resources are described in Note 2 to the financial statements. During 2022, Bay Area Community Resources adopted ASU 2020-07, *Presentation and Disclosures of Contributed Nonfinancial Assets*. No other new accounting policies were adopted. We noted no transactions entered by Bay Area Community Resources during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- The estimated useful lives of property and equipment
- Allowance for doubtful account receivable
- Valuation of in-kind services
- Functional expense allocation

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no uncorrected financial statement misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. We did not identify any material misstatements as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 8, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Bay Area Community Resources financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Bay Area Community Resources auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This report is intended solely for the information and use of the board of directors and management of Bay Area Community Resources and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Armanino LLP". The script is cursive and fluid, with the letters "Armanino" written in a single continuous stroke and "LLP" in a slightly more distinct, but still connected, style.

Armanino^{LLP}

November 8, 2022

Armanino LLP
44 Montgomery Street, #900
San Francisco, California 94104

This representation letter is provided in connection with your audit of the financial statements of Bay Area Community Resources (the "Organization"), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of November 8, 2022, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated August 17, 2022, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
3. We acknowledge our responsibility 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.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
9. As part of your audit, you assisted with the preparation of the financial statements and related notes and schedule of expenditures of federal awards (the "SEFA"). We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
10. Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
11. All outstanding receivables balances are deemed collectible and no allowance for doubtful accounts is necessary.
12. We acknowledge that the Company properly accrued for all expenses and the amounts are complete and accurate as of June 30, 2022.
13. Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
14. We acknowledge that prior to you performing the following nonattest service of preparing the financial statements, we understood that in order for you to maintain your independence, we must assume all management responsibilities for the nonattest services, including designating a qualified individual with suitable skill, knowledge, or experience, from our senior management to oversee the nonattest services, evaluate the adequacy and results of the nonattest services. We accept responsibility for them. Therefore, we assigned Cathleen Campbell, CFO and Ann Domingo, Finance Director to oversee and evaluate the adequacy and results of the nonattest services and they have accepted responsibility for them.

Information Provided

15. We have provided you with:
 - a Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b Additional information that you have requested from us for the purpose of the audit.
 - c Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.

- d Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 16. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 17. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 18. We have no knowledge of any fraud or suspected fraud that affects the Organization and involves:
 - a Management,
 - b Employees who have significant roles in internal control, or
 - c Others where the fraud could have a material effect on the financial statements.
- 19. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, analysts, regulators, or others.
- 20. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- 21. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 22. We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.
- 23. The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 24. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 25. We have identified and disclosed to you all instances, that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statements or other financial data significant to the audit objectives.
- 26. We have identified and disclosed to you all instances, that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 27. With respect to federal award programs:

- a We are responsible for understanding and complying with, and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the SEFA.
- b We acknowledge our responsibility for preparing and presenting the SEFA and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c If the SEFA is not presented with the audited consolidated financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the independent auditor's report thereon.
- d We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal costreimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.

- j We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the independent auditor's report.
- k We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the independent auditor's report.
- l We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- m We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- n We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- o There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the independent auditor's report.
- p No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the independent auditor's report.
- q Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
- r The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- s We have charged costs to federal awards in accordance with applicable cost principles.
- t We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- u We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

- v We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
 - w We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
28. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

Cathleen Campbell

Cathleen Campbell, CFO

Ann Domingo-Szmidt

Ann Domingo-Szmidt, Director of Finance









Management Rep Letter - BACR

Final Audit Report

2022-11-10

Created:	2022-11-09
By:	grant.lam@armaninollp.com grant.lam@armaninollp.com (grant.lam@armaninollp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmUVKJ9gP5Wg44I1IDxiyl29PfSXPOOsb

"Management Rep Letter - BACR" History

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Bay Area Community Resources

Financial Statements
and Single Audit Reports and Schedules

June 30, 2022 and 2021



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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Bay Area Community Resources
San Rafael, California

Opinion

We have audited the accompanying financial statements of Bay Area Community Resources (a California nonprofit corporation) (the "Organization"), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bay Area Community Resources as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audits 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Bay Area Community Resources and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 Bay Area Community Resources's 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

Our 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 our 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, including omissions, 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*, we:

- 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 Bay Area Community Resources's 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 our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Bay Area Community Resources's ability to continue as a going concern for a reasonable period of time.

We are 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 we identified during the audit.

Supplementary Information

Our 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, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) 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 our 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*, we have also issued our report dated November 8, 2022, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our 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 the Organization's 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 the Organization's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Armanino LLP". The signature is written in a cursive, flowing style.

Armanino^{LLP}
San Francisco, California

November 8, 2022

Bay Area Community Resources
Statements of Financial Position
June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,752,976	\$ 2,624,536
Investments	52,112	58,578
Receivables	19,514,062	15,793,076
Prepaid expenses	<u>555,261</u>	<u>383,205</u>
Total current assets	<u>21,874,411</u>	<u>18,859,395</u>
Noncurrent assets		
Deposits	79,763	87,641
Property and equipment, net	<u>249,498</u>	<u>293,101</u>
Total noncurrent assets	<u>329,261</u>	<u>380,742</u>
Total assets	<u>\$ 22,203,672</u>	<u>\$ 19,240,137</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 7,979,951	\$ 5,203,434
Deferred revenue	1,344,705	539,702
Capital lease liability	21,370	-
Line of credit	747,455	372,804
Paycheck Protection Program loan	<u>40,206</u>	<u>6,121,364</u>
Total current liabilities	<u>10,133,687</u>	<u>12,237,304</u>
Net assets		
Without donor restrictions	9,086,168	2,906,297
With donor restrictions	<u>2,983,817</u>	<u>4,096,536</u>
Total net assets	<u>12,069,985</u>	<u>7,002,833</u>
Total liabilities and net assets	<u>\$ 22,203,672</u>	<u>\$ 19,240,137</u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Activities
For the Year Ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support			
Government contracts and grants	\$ 32,291,732	\$ -	\$ 32,291,732
School contracts and grants	24,448,809	674,339	25,123,148
Corporate foundation grants and individual contributions	540,873	3,359,988	3,900,861
Counseling fees	1,712,894	-	1,712,894
In-kind services	140,297	-	140,297
Other income	6,089,911	-	6,089,911
Net assets released from restrictions	<u>5,147,046</u>	<u>(5,147,046)</u>	<u>-</u>
Total revenues, gains and other support	<u>70,371,562</u>	<u>(1,112,719)</u>	<u>69,258,843</u>
Functional expenses			
Program services	<u>57,073,794</u>	<u>-</u>	<u>57,073,794</u>
Support services			
Management and general	6,516,930	-	6,516,930
Fundraising	<u>600,967</u>	<u>-</u>	<u>600,967</u>
Total support services	<u>7,117,897</u>	<u>-</u>	<u>7,117,897</u>
Total functional expenses	<u>64,191,691</u>	<u>-</u>	<u>64,191,691</u>
Change in net assets	6,179,871	(1,112,719)	5,067,152
Net assets, beginning of year	<u>2,906,297</u>	<u>4,096,536</u>	<u>7,002,833</u>
Net assets, end of year	<u><u>\$ 9,086,168</u></u>	<u><u>\$ 2,983,817</u></u>	<u><u>\$ 12,069,985</u></u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Activities
For the Year Ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support			
Government contracts and grants	\$ 24,664,262	\$ -	\$ 24,664,262
School contracts and grants	18,262,759	2,350,943	20,613,702
Corporate foundation grants and individual contributions	2,362,593	3,641,206	6,003,799
Counseling fees	924,593	-	924,593
In-kind services	634,000	-	634,000
Other income	20,061	-	20,061
Net assets released from restrictions	<u>5,272,495</u>	<u>(5,272,495)</u>	<u>-</u>
Total revenues, gains and other support	<u>52,140,763</u>	<u>719,654</u>	<u>52,860,417</u>
Functional expenses			
Program services	<u>45,348,276</u>	<u>-</u>	<u>45,348,276</u>
Support services			
Management and general	6,195,290	-	6,195,290
Fundraising	<u>495,699</u>	<u>-</u>	<u>495,699</u>
Total support services	<u>6,690,989</u>	<u>-</u>	<u>6,690,989</u>
Total functional expenses	<u>52,039,265</u>	<u>-</u>	<u>52,039,265</u>
Change in net assets	101,498	719,654	821,152
Net assets, beginning of year	<u>2,804,799</u>	<u>3,376,882</u>	<u>6,181,681</u>
Net assets, end of year	<u><u>\$ 2,906,297</u></u>	<u><u>\$ 4,096,536</u></u>	<u><u>\$ 7,002,833</u></u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Functional Expenses
For the Year Ended June 30, 2022

	National Service Programs	Behavioral Health Programs	Workforce Development Programs	After School Programs	Healthy Communities Programs	Fiscal Sponsorship Projects	Total Program Services	Management and General	Fundraising	Total Support Services	Total
Salaries and wages	\$ 5,813,110	\$ 5,265,712	\$ 3,655,253	\$ 20,568,969	\$ 2,408,544	\$ 231,795	\$ 37,943,383	\$ 3,518,303	\$ 420,643	\$ 3,938,946	\$ 41,882,329
Fringe benefits	828,371	750,367	520,876	2,911,097	343,219	33,031	5,386,961	501,360	59,942	561,302	5,948,263
Re-grants/scholarships	-	63,119	2,232,886	1,636,862	30,351	588,941	4,552,159	6,672	-	6,672	4,558,831
Recreation/wellness/events	939	2,069	44,090	146,353	1,651	7,137	202,239	40,123	-	40,123	242,362
Program support services	818	63,497	3,152,744	728,741	25,525	24,986	3,996,311	-	-	-	3,996,311
Materials and supplies	12,350	37,315	200,646	1,521,712	113,046	80,060	1,965,129	32,000	-	32,000	1,997,129
Professional development	110,158	34,721	72,511	150,811	43,499	6,329	418,029	450,990	-	450,990	869,019
Professional fees	764,945	168,125	16,400	15,304	3,150	98,790	1,066,714	191,725	119,611	311,336	1,378,050
Telecommunication and IT	6,625	85,252	46,963	39,189	20,593	3,500	202,122	467,380	771	468,151	670,273
Licenses and certifications	2,650	22,214	10,602	2,343	4,118	1,680	43,607	250,849	-	250,849	294,456
Outreach, promotion, and other program costs	34,057	640	45,438	81,125	656	10,385	172,301	-	-	-	172,301
Audit, insurance and legal	-	-	-	-	-	-	-	507,628	-	507,628	507,628
Facility expenses	124,446	133,065	373,117	239,519	91,736	34,350	996,233	402,866	-	402,866	1,399,099
Depreciation and amortization	-	-	-	-	-	-	-	72,973	-	72,973	72,973
Miscellaneous	18,499	96,334	115	13,658	-	-	128,606	74,061	-	74,061	202,667
	<u>\$ 7,716,968</u>	<u>\$ 6,722,430</u>	<u>\$ 10,371,641</u>	<u>\$ 28,055,683</u>	<u>\$ 3,086,088</u>	<u>\$ 1,120,984</u>	<u>\$ 57,073,794</u>	<u>\$ 6,516,930</u>	<u>\$ 600,967</u>	<u>\$ 7,117,897</u>	<u>\$ 64,191,691</u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Functional Expenses
For the Year Ended June 30, 2021

	National Service Programs	Behavioral Health Programs	Workforce Development Programs	After School Programs	Healthy Communities Programs	Fiscal Sponsorship Projects	Total Program Services	Management and General	Fundraising	Total Support Services	Total
Salaries and wages	\$ 4,213,471	\$ 5,088,023	\$ 2,452,929	\$ 15,952,162	\$ 2,028,925	\$ 165,064	\$ 29,900,574	\$ 3,592,657	\$ 380,370	\$ 3,973,027	\$ 33,873,601
Fringe benefits	735,624	888,311	428,254	2,674,377	354,227	28,818	5,109,611	539,943	66,408	606,351	5,715,962
Re-grants/scholarships	-	58,672	1,578,436	1,024,957	15,155	324,368	3,001,588	220	-	220	3,001,808
Recreation/wellness/events	-	1,252	42,850	60,038	-	3,571	107,711	5,070	-	5,070	112,781
Program support services	-	120,190	3,334,451	211,438	17,002	53,906	3,736,987	177	-	177	3,737,164
Materials and supplies	31,357	32,714	146,879	861,800	94,499	22,948	1,190,197	70,577	-	70,577	1,260,774
Professional development	96,320	16,426	16,338	124,579	15,201	16,126	284,990	148,457	-	148,457	433,447
Professional fees	479,326	126,949	25,603	17,576	25,905	79,325	754,684	126,000	48,106	174,106	928,790
Telecommunication and IT	10,518	31,945	47,507	40,425	18,982	3,813	153,190	522,562	815	523,377	676,567
Licenses and certifications	625	15,662	7,515	1,133	2,489	708	28,132	153,151	-	153,151	181,283
Outreach, promotion, and other program costs	29,197	11,452	7,549	9,765	723	1,979	60,665	31,978	-	31,978	92,643
Audit, insurance and legal	-	-	-	-	-	349	349	529,809	-	529,809	530,158
Facility expenses	131,785	220,230	296,710	139,776	93,170	25,126	906,797	420,083	-	420,083	1,326,880
Depreciation and amortization	-	-	-	-	-	-	-	56,519	-	56,519	56,519
Miscellaneous	15,551	23,997	28	13,649	54,244	5,332	112,801	(1,913)	-	(1,913)	110,888
	<u>\$ 5,743,774</u>	<u>\$ 6,635,823</u>	<u>\$ 8,385,049</u>	<u>\$ 21,131,675</u>	<u>\$ 2,720,522</u>	<u>\$ 731,433</u>	<u>\$ 45,348,276</u>	<u>\$ 6,195,290</u>	<u>\$ 495,699</u>	<u>\$ 6,690,989</u>	<u>\$ 52,039,265</u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statements of Cash Flows
For the Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 5,067,152	\$ 821,152
Adjustments to reconcile change in net assets to net cash used in operating activities		
Depreciation and amortization	72,973	56,519
Net realized and unrealized (gains) losses on investments	6,466	(19,457)
Bad debt expense	26,521	5,796
PPP loan forgiveness	(6,081,158)	-
Changes in operating assets and liabilities		
Receivables	(3,747,507)	(6,569,867)
Prepaid expenses	(172,056)	(52,463)
Deposits	7,878	23,522
Accounts payable and accrued expenses	2,776,517	570,334
Deferred revenue	805,003	(207,867)
Net cash used in operating activities	<u>(1,238,211)</u>	<u>(5,372,331)</u>
Cash flows from investing activities		
Purchases of property and equipment	-	(113,800)
Net cash provided by (used in) investing activities	<u>-</u>	<u>(113,800)</u>
Cash flows from financing activities		
Net borrowings (payments) on line of credit	374,651	372,804
Payments on capital leases	(8,000)	-
Net cash provided by financing activities	<u>366,651</u>	<u>372,804</u>
Net decrease in cash and cash equivalents	(871,560)	(5,113,327)
Cash and cash equivalents, beginning of year	<u>2,624,536</u>	<u>7,737,863</u>
Cash and cash equivalents, end of year	<u><u>\$ 1,752,976</u></u>	<u><u>\$ 2,624,536</u></u>

Supplemental disclosure of cash flow information

Cash paid during the year for interest	\$ -	\$ 6,616
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Supplemental schedule of noncash investing and financing activities

Acquisition of a vehicle through a capital lease	\$ 29,370	\$ -
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The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

1. NATURE OF OPERATIONS

Bay Area Community Resources (the "Organization") was formed on July 1, 1993 through the combination of two similar non-profit organizations that educate and help the public deal with substance abuse problems.

The Organization provides youth academic assistance services; alcohol, drug abuse and tobacco education; counseling services; mental health services; youth enrichment and also operates programs that promote community health. The Organization obtains its funding primarily from government subcontracts and grants, contracts with schools, grants and contributions from foundations and corporations, and contributions from the general public. Direct services are organized into program groups, which have a similar focus and common participant outcomes. These programs serve youth and adults in seven Bay Area counties.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting and financial statement presentation

The financial statements of the Organization have been prepared on the accrual basis of accounting and presented in accordance with accounting principles generally accepted in the United States of America (GAAP). Significant accounting policies are described below.

The Organization reports information regarding its financial position and activities according to two classes of net assets:

- *Net assets without donor restrictions* - Net assets available to support all activities of the Organization, and not subject to donor-imposed stipulations. These generally result from revenues generated by providing services, receiving contributions, and receiving interest from investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.
- *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 the actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. The Organization does not have any assets with donor restrictions to be held in perpetuity at June 30, 2022 and 2021.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Change in accounting principle

In September 2020, the FASB issued ASU 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets. The new guidance requires nonprofit entities to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. The standard also increases the disclosure requirements around contributed nonfinancial assets, including disaggregating by category the types of contributed nonfinancial assets a nonprofit entity has received. The Organization adopted this new standard on July 1, 2021. Adoption of this standard did not have a material impact on the financial statements, with the exception of increased disclosure.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with original maturities of three months or less to be cash equivalents. At times, bank deposit accounts may exceed the FDIC limits.

Investments

Investments are carried at the quoted market value of the securities and are subject to market fluctuations. Gains and losses are reflected as increases or decreases in without donor restriction of net assets unless the donor or relevant laws place with donor restrictions on the gains and losses.

During the years ended June 30, 2022 and 2021, investments appreciated (depreciated) in value by \$(6,466) and \$19,457 respectively.

Investments and fair value measurements

Investments are reflected in the statements of financial position at fair value with changes in realized and unrealized gains and losses resulting from changes in fair value reflected in the statements of activities as investment gain or loss. Publicly traded investments in active markets are reported at the market closing. Investment transactions are recorded on a trade-date basis (for publicly traded investments) or upon closing of the transaction (for private investments).

- *Level 1* - Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments, which would generally be included in Level I, includes listed equity securities.
- *Level 2* - Pricing inputs are observable for the investments, either directly or indirectly, as of the reporting date, but are not identical as those used in Level 1. These inputs may include quoted prices for identical instruments on an inactive market. Fair value is determined through the use of models or other valuation methodologies.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Investments and fair value measurements (continued)

- *Level 3* - Pricing inputs are unobservable for the investment and include situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant judgment or estimation by management. The types of investments, which would generally be included in this category include debt, asset-backed securities, forward contracts, long-term debt securities, multi-strategy holding company swaps and warrants, real estate, and equity securities issued by private entities.

Property and equipment

Property and equipment are recorded at cost. Acquisitions of \$7,500 or more are capitalized. Leasehold improvements are amortized over the shorter of the estimated useful life or the life of the lease.

Depreciation and amortization of property and equipment is computed using the straight-line method over the following estimated useful lives:

Office furniture	3-7 years
Office equipment	3-5 years
Vehicles	5 years
Leasehold improvements	Lesser of useful life or lease term

Revenue recognition

The Organization recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve this core principle, five basic criteria must be met before revenue can be recognized:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when, or as, the Organization satisfies a performance obligation.

School contracts are considered exchange transactions and the revenues from school contracts are recognized as the Organization delivers the services to the school districts as stipulated in the related contracts.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue recognition (continued)

Deferred revenue represents amounts received for future services to be provided by the Organization. Deferred revenue is recognized as revenue in the period the related programs are held.

In addition, the Organization derives revenues from cost-reimbursable government grants and contracts, which are generally conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Revenues from cost-reimbursable government grants are generally accounted for as conditional contributions. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statements of financial position. The Organization has been awarded cost-reimbursable grants of approximately \$8,404,000 that have not been recognized at June 30, 2022 because the grant period extends beyond June 30, 2022, therefore qualifying expenditures have yet to be incurred.

Contributions

Contributions, including unconditional promises to give, are recognized when received. Contributions are reported as increases in net assets without donor unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restriction, consistent with the nature of the restriction. The Organization reports contributions with donor-imposed restrictions as net assets without donor restriction if the restrictions are met in the same reporting period in which the contribution is received. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as net assets with donor restriction until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received. Conditional promises to give are not recognized until they become unconditional; that is when the barrier has been overcome and right of release/right of return no longer exists.

Allowance for uncollectible accounts represents management's best estimate of the probable losses inherent in the accounts receivable balance. Management primarily determines the allowance based on review of the aging of accounts receivable and historical experience. Management deemed no allowance was necessary as of June 30, 2022 and 2021. The Organization recorded \$26,521 and \$5,796 in bad debt expense during the years ended June 30, 2022 and 2021, respectively, to write off receivables that were no longer deemed collectible.

In-kind services

In-kind services are contributions of donated services that create or enhance nonfinancial assets or that require specialized skills provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In-kind services (continued)

In addition, unpaid volunteers contribute their time to the Organization, however, the value of these services is not reflected in these statements because the criteria for recognition have not been satisfied.

Functional expenses

The costs of providing the Organization's various programs and other activities have been summarized on the statements of functional expenses; accordingly, certain indirect costs have been allocated among the programs and support services benefited based on staff time allocation records and management estimates.

Income tax status

The Organization was granted tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and Section 23701(d) of the State of California Revenue and Taxation Code, and has obtained determination letters from the Internal Revenue Service and the California Franchise Tax Board to that effect. Accordingly, the primary operations of the Organization are currently considered exempt from federal income and state franchise taxes.

The Organization has evaluated its current tax positions and has concluded that as of June 30, 2022, the Organization does not have any significant uncertain tax positions for which a liability would be necessary.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates relating to the collectability of receivables, the estimated useful lives of depreciable assets, the value of in-kind services and the allocation of indirect costs to programs. Such assumptions affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent events

Management has evaluated subsequent events through November 8, 2022, the date the financial statements were available to be issued. No subsequent events have occurred that would have a material impact on the presentation of the Organization's financial statements.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Allowance for uncollectible accounts

Allowance for uncollectible accounts represents management's best estimate of the probable losses inherent in the accounts receivable balance. Management primarily determines the allowance based on review of the aging of accounts receivable and historical experience. Management deemed no allowance was necessary as of June 30, 2022 and 2021. The Organization recorded \$26,521 and \$5,796 in bad debt expense during the years ended June 30, 2022 and 2021, respectively, to write off receivables that were no longer deemed collectible.

3. INVESTMENTS

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of June 30, 2022:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Fair Value</u>
Money market funds	\$ 15,688	\$ -	\$ -	\$ 15,688
Investments in equities	<u>36,424</u>	<u>-</u>	<u>-</u>	<u>36,424</u>
	<u>\$ 52,112</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 52,112</u>

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of June 30, 2021:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Fair Value</u>
Money market funds	\$ 14,779	\$ -	\$ -	\$ 14,779
Investments in equities	<u>43,799</u>	<u>-</u>	<u>-</u>	<u>43,799</u>
	<u>\$ 58,578</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 58,578</u>

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

4. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Office equipment	\$ 667,637	\$ 667,637
Office furniture	106,115	106,115
Vehicles	76,610	77,819
Leasehold improvements	<u>126,023</u>	<u>126,023</u>
	976,385	977,594
Accumulated depreciation and amortization	<u>(726,887)</u>	<u>(684,493)</u>
	<u><u>\$ 249,498</u></u>	<u><u>\$ 293,101</u></u>

Depreciation and amortization expense for the years ended June 30, 2022 and 2021 amounted to \$72,973 and \$56,519, respectively.

5. LINE OF CREDIT

The Organization maintains a line of credit with a financial institution, with a maximum borrowing limit of seventy percent of the Organization's Eligible Accounts balance, up to a maximum of \$3.5 million. In August 2021, the Organization renewed the credit agreement through the earlier of (a) September 1, 2022, or (b) the date on which the principal amount of all outstanding Revolving Credit Loans have been declared or automatically have become due and payable (whether by acceleration or otherwise). The line bears interest at a rate per annum equal to, at the Organization's option, either (a) for an average Secured Overnight Financing Rate (SOFR) for the interest period plus 3.10%, or (b) for a Prime Loan, the greater of (i) the Floor for a Prime Loan and (ii) the Prime Rate plus 0.25%. The outstanding balance on the line of credit at June 30, 2022 and 2021 was \$747,455 and \$372,804, respectively. The line of credit is secured by all of the Organization's assets.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

6. PAYCHECK PROTECTION PROGRAM

On April 29, 2020, the Organization qualified for and received a loan pursuant to the Paycheck Protection Program, a program implemented by the U.S. Small Business Administration ("SBA") under the Coronavirus Aid, Relief, and Economic Security Act, from a qualified lender (the "PPP Lender"), for an aggregate principal amount of \$6,121,364 (the "PPP Loan"). The PPP Loan bears interest at a fixed rate of 1.0% per annum, with the first six months of interest deferred, has a term of two years, and is unsecured. The principal amount of the PPP Loan is subject to forgiveness under the Paycheck Protection Program upon the Organization's request to the extent that the PPP Loan proceeds are used to pay expenses permitted by the Paycheck Protection Program, including payroll costs, covered rent and mortgage obligations, and covered utility payments incurred by the Organization. To the extent that all or part of the PPP Loan is not forgiven, the Organization will be required to pay interest on the PPP Loan at a rate of 1.0% per annum, and principal and interest payments will be required through the maturity date in April 2022. The terms of the PPP Loan provide for customary events of default including, among other things, payment defaults, breach of representations and warranties, and insolvency events. The PPP Loan may be accelerated upon the occurrence of an event of default.

During 2021, the Organization applied for forgiveness of the PPP Loan with respect to covered expenses. In March 2022, the Organization received notification from the SBA that \$6,081,124 of the PPP Loan was forgiven. The remaining \$40,206 was not forgiven because the amount exceeded the Organization's maximum eligible loan amount.

The Organization accounts for the PPP Loan under the debt model and as of June 30, 2022 and 2021, the PPP Loan balance was \$40,206 and \$6,121,364, respectively. The Organization recognized a gain on PPP Loan forgiveness of \$6,081,124 during the year ended June 30, 2022 and the amount is reported as other income on the statement of activities.

7. IN-KIND REVENUE AND SUPPORT

The Organization recognizes in-kind revenue as contributions at their estimated fair value on the date of receipt. The Organization's in-kind contributions are comprised of clinical intern services. The valuation of the in-kind services is based on the time worked in various programs by individuals at rates of pay considered by management to be commensurate with others possessing their skill levels. The Organization recognized in-kind contributions for the years ended June 30, 2022 and 2021 of \$140,297 and \$634,000, respectively.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

8. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following:

	<u>2022</u>	<u>2021</u>
Academic and afterschool programs	\$ 1,287,684	\$ 1,999,312
Community and behavioral health programs	1,134,439	973,069
National service programs	124,569	473,009
Fiscal sponsorship	369,281	567,674
Youth employment programs	<u>67,844</u>	<u>83,472</u>
	<u><u>\$ 2,983,817</u></u>	<u><u>\$ 4,096,536</u></u>

Net asset with donor restrictions released from restriction during the year consist of the following:

	<u>2022</u>	<u>2021</u>
Academic and afterschool programs	\$ 1,925,514	\$ 1,211,734
Community and behavioral health programs	260,410	151,300
National service programs	2,346,213	2,037,223
Fiscal sponsorship	591,261	264,992
Youth employment programs	<u>23,648</u>	<u>1,607,246</u>
	<u><u>\$ 5,147,046</u></u>	<u><u>\$ 5,272,495</u></u>

9. EMPLOYEE BENEFIT PLANS

During 2017, the Organization adopted a defined contribution retirement plan (the "Plan") under Section 401(a) of the Internal Revenue Code, that covers eligible employees who work a minimum of 1,000 hours a year. The amount of profit sharing contributions made into the Plan is discretionary in an amount as determined by the Organization. The Organization did not make any employer contributions to the Plan during the years ended June 30, 2022 and 2021.

10. COMMITMENTS AND CONTINGENCIES

Operating leases

The Organization has entered into various operating leases for property and equipment with lease terms expiring through 2026 and monthly lease expense ranging from \$500 through \$13,000.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

10. COMMITMENTS AND CONTINGENCIES (continued)

Operating leases (continued)

The scheduled minimum lease payments under the lease terms are as follows:

<u>Year ending June 30,</u>	
2023	\$ 600,607
2024	246,469
2025	87,434
2026	39,338
2027	<u>3,278</u>
	<u>\$ 977,126</u>

Rent expense for the years ended June 30, 2022 and 2021 was \$686,861 and \$721,193 respectively, and is included in facility expenses on the statements of functional expenses.

Severance agreement

On June 17, 2014, the Organization executed an employment agreement with the Executive Director which, in part, details his severance benefits upon termination. Upon termination, as defined in the agreement, the Executive Director will receive 4.7 months of the final base salary, commencing on the first payroll date following termination. An additional 4.7 months of the final base salary will be added, up to an additional total of 9.3 months, for each year the Executive Director remains employed following the execution of the employment agreement. In addition, there will be a one-time compensation payment of \$25,000 for the successful transition of a new Executive Director to the Organization. Furthermore, the Executive Director will enter into a consulting agreement with the Organization for a minimum of six-months that will commence upon termination as the Executive Director. As of June 30, 2022 and 2021, respectively, \$225,000 has been accrued for these severance benefits by the Organization and is included in accounts payable and accrued expenses on the statements of financial position.

Concentrations

The Organization receives a substantial amount of its support from state and federally funded programs and school districts. A significant reduction in the level of support from any of these sources could have an adverse effect on the Organization's operations. The Organization had receivables due from three entities that accounted for 41% of total receivables at June 30, 2022, and receivables from two entities that accounted for 36% of total receivables at June 30, 2021.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2022 and 2021

10. COMMITMENTS AND CONTINGENCIES (continued)

Contingencies

From time to time the Organization may be subject to a variety of claims and suits in the ordinary course of business. As of June 30, 2022, management believes there are no such outstanding claims or suits that, individually or in the aggregate, would have a material adverse affect on the Organization's financial position, results of operations, or cash flows.

11. LIQUIDITY AND FUNDS AVAILABLE

As part of the Organization's liquidity management, it structures its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To meet liquidity needs, the Organization has cash and cash equivalents available. Contributions receivable that are considered current will be collected from donors within one year.

Monthly, the Finance Committee reviews the Organization's financial position and discusses a reasonable cash position to maintain. The Finance Committee has set a target of 5 days in cash as the minimum for 2022.

The Organization has a \$3,500,000 line of credit available for use.

The following is a quantitative disclosure which describes financial assets that are available within one year of June 30, 2022 to fund general expenditures and other obligations as they become due:

Financial assets	
Cash and cash equivalents	\$ 1,752,976
Investments	52,112
Receivables	<u>19,763,928</u>
	<u>21,569,016</u>
Less: amounts unavailable for general expenditures within one year	
Financial assets with purpose restrictions	<u>(2,983,817)</u>
	<u>(2,983,817)</u>
	<u>\$ 18,585,199</u>

SINGLE AUDIT REPORTS AND SCHEDULES

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
Bay Area Community Resources
San Rafael, California

We 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 Bay Area Community Resources (a California nonprofit corporation) (the "Organization"), which comprise the statements of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended and the related notes to the financial statements, and have issued our report thereon dated November 8, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

Our 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 our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we 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 financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our 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 our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Armanino LLP". The signature is fluid and cursive, with the letters "Armanino" written in a larger, more prominent script than the "LLP" which follows.

Armanino^{LLP}
San Francisco, California

November 8, 2022

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
Bay Area Community Resources
San Rafael, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Bay Area Community Resources (a California nonprofit corporation) (the "Organization")'s 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 each of the Organization's major federal programs for the year ended June 30, 2022. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the types of 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, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's 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, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our 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 the Organization's compliance based on our 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 Uniform Guidance 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 the Organization's 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 Uniform Guidance, we:

- 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 the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's 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 Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are 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 we 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 type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of 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 type of 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.

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

Our 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 our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Armanino LLP". The script is cursive and fluid.

Armanino^{LLP}
San Francisco, California

November 8, 2022

Bay Area Community Resources
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
<u>Expenditures of Federal Awards</u>			
Corporation for National and Community Service			
Pass-through programs from:			
AmeriCorps - BAYAC	94.006	15AC175499	\$ 1,610,608
AmeriCorps - Climate & Energy	94.006	15AC70707	701,962
AmeriCorps - California for All Emergency Preparedness	94.006	EP3001	<u>599,999</u>
Total Corporation for National and Community Service			<u>2,912,569</u>
U.S. Department of Health and Human Services			
Pass-through programs from:			
County of Marin Behavioral Health Services			
Block Grants for Prevention and Treatment of Substance Abuse - Alcohol and Other Drug Services	93.959	BHRS-517-19-20	3,087
Block Grants for Prevention and Treatment of Substance Abuse - Alcohol and Other Drug Services	93.959	BHRS-909-19-20	1,486
Contra Costa County Behavioral Health Services:			
Block Grants for Prevention and Treatment of Substance Abuse - Alcohol and Other Drug Services	93.959	74-439-12	380,630
County of Contra Costa Health Services - Mental Health Division			
Medical Assistance Programs - Mental Health Division Medi-Cal Programs	93.778	74-321-13	834,936
Community Services Block Grants - Stand Together CoCo	93.569	38-363-10	43,785
Alameda County Behavioral Health Care Services		1H79SP080710-	
Substance Abuse & Mental Health Services	93.276	01	112,726
Mental Health Division Medi-Cal Programs	93.778	900802	<u>324,950</u>
Total U.S. Department of Health and Human Services			<u>1,701,600</u>
U.S. Department of Education			
Pass-through program from:			
Twenty-First Century Community Learning Centers			
Oakland Unified School District - 21st Century Grants	84.287	14-1306	465,405
		SFUSD APSA	
San Francisco Unified School District - 21st Century Grants	84.287	20-21	218,226
San Francisco Unified School District - 21st Century Grants Beacon Schools	84.287	SFUSD APSA	
		20-21	111,020
Oakland Unified School District - 21st Century Grants	84.287		<u>927,787</u>
Total U.S. Department of Education			<u>1,722,438</u>

The accompanying notes to the Schedule of Expenditures of Federal Awards
are an integral part of this schedule.

Bay Area Community Resources
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Labor			
Pass-through program from:			
WIOA Adult Program			
CCC Employment and Human Services WIOA subcontract	17.258	18-463-0	<u>66,437</u>
Total U.S. Department of Labor			<u>66,437</u>
U.S. Department of Agriculture			
Pass-through programs from:			
County of Contra Costa Health Services - Public Health Division			
Supplemental Nutrition Assistance Grant	10.551	72-059-7	43,555
Emergency Food Assistance Program	10.569	121836	<u>45,843</u>
Total U.S. Department of Agriculture			<u>89,398</u>
U.S. Department of Treasury			
Coronavirus Relief Fund	21.019		<u>6,602</u>
Total U.S. Department of Treasury			<u>6,602</u>
U.S. Department of Housing and Urban Development			
Community Development Block Grants			
Pass-through programs from:			
City of Berkeley	14.218	105564	94,964
City and County of San Francisco Mayor's Office - Portola Neighborhood Association- Economic Development	14.218	96413-17	<u>100,000</u>
Total U.S. Department of Housing and Urban Development			<u>194,964</u>
Total Expenditures of Federal Awards			<u><u>\$ 6,694,008</u></u>

The accompanying notes to the Schedule of Expenditures of Federal Awards
are an integral part of this schedule.

Bay Area Community Resources
Notes to Schedule of Expenditures of Federal Awards
June 30, 2022

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Bay Area Community Resources (a California nonprofit corporation) (the "Organization") under programs of the federal government for the year ended June 30, 2022. 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.

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.

3. INDIRECT COST RATE

The Organization has elected to not use the 10% de minimis indirect cost rate for federal awards. The Organization applies indirect costs in accordance with the specific terms of its federal award agreements.

Bay Area Community Resources
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
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>Name of Federal Program or Cluster</u>	<u>Assistance Listing Number</u>
AmeriCorps State and National	94.006
Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

Bay Area Community Resources
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

SECTION II - SUMMARY OF FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

SECTION III - SUMMARY OF FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There are no federal award findings to be reported.

Bay Area Community Resources
Summary Schedule of Prior Audit Findings
For the Year Ended June 30, 2022

There were no prior year findings.

PUBLIC DISCLOSURE COPY

PLEASE FILE IN A SAFE PLACE

ARMANINO LLP

2700 Camino Ramon., Suite 350
San Ramon, CA 94583
ph 925.790.2600
fx 925.790.2601

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

A For the **2022** calendar year, or tax year beginning **JUL 1, 2022** and ending **JUN 30, 2023**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization BAY AREA COMMUNITY RESOURCES, INC. Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 171 CARLOS DRIVE City or town, state or province, country, and ZIP or foreign postal code SAN RAFAEL, CA 94903 F Name and address of principal officer: ANN DOMINGO SAME AS C ABOVE	D Employer identification number 94-2346815 E Telephone number (415) 755-2324 G Gross receipts \$ 84,817,548. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number
I 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		
J Website: WWW.BACR.ORG		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1976
M State of legal domicile: CA		

Part I Summary

1	Briefly describe the organization's mission or most significant activities: TO PROMOTE HEALTHY DEVELOPMENT OF INDIVIDUALS, FAMILIES AND COMMUNITIES.		
2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	2385
6	Total number of volunteers (estimate if necessary)	6	200
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
8	Contributions and grants (Part VIII, line 1h)	8	10
9	Program service revenue (Part VIII, line 2g)	9	10
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	10	2385
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	11	200
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	12	0.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	13	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	14	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	15	0.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	16a	0.
16b	Total fundraising expenses (Part IX, column (D), line 25)	16b	466,992.
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	17	16,193,726.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	18	20,413,069.
19	Revenue less expenses. Subtract line 18 from line 12	19	64,044,019.
20	Total assets (Part X, line 16)	20	5,074,527.
21	Total liabilities (Part X, line 26)	21	1,233,289.
22	Net assets or fund balances. Subtract line 21 from line 20	22	22,203,672.

Part II Signature Block

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

Sign Here	Signature of officer ANN DOMINGO, CFO Type or print name and title	Date
Paid Preparer Use Only	Print/Type preparer's name MATTHEW PETROSKI	Preparer's signature MATTHEW PETROSKI
	Date 04/30/24	Check if self-employed <input type="checkbox"/> PTIN P00853132
	Firm's name ARMANINO LLP	Firm's EIN 94-6214841
	Firm's address 2700 CAMINO RAMON, STE. 350 SAN RAMON, CA 94583-5004	Phone no. 925-790-2600

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

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☒**1** Briefly describe the organization's mission:

TO PROMOTE HEALTHY DEVELOPMENT OF INDIVIDUALS, FAMILIES AND COMMUNITIES.

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 \$ 40,351,779. including grants of \$) (Revenue \$ 44,638,790.)

BACR EXPANDED LEARNING PROGRAMS PROMOTE THE SUCCESSFUL, HOLISTIC DEVELOPMENT OF YOUTH BY PROVIDING OPPORTUNITIES FOR YOUNG PEOPLE TO INCREASE THEIR ACADEMIC SKILLS, ACQUIRE NEW SKILLS, ENGAGE IN CREATIVE LEARNING, SHARE THEIR TALENTS AND LEAVE A POSITIVE MARK IN THEIR COMMUNITIES. WE COLLABORATE WITH FELLOW COMMUNITY-BASED ORGANIZATIONS AND SCHOOLS TO PROVIDE HIGH-QUALITY SCHOOL EXPERIENCES FOR YOUTH THROUGHOUT THE BAY AREA. OUR TARGET POPULATION IS LOW-INCOME AND ACADEMICALLY AT-RISK STUDENTS.

4b (Code:) (Expenses \$ 11,950,153. including grants of \$) (Revenue \$ 13,219,749.)

NATIONAL SERVICE PROGRAMS ENABLE AMERICORP MEMBERS TO ACHIEVE PERSONAL BENEFITS THROUGH ENGAGING IN COMMUNITY SERVICE. COMMUNITIES BENEFIT THROUGH SERVICES DELIVERED BY AMERICORP MEMBERS SUCH AS TUTORING, MENTORING AND ENGAGING IN ENVIRONMENTAL INITIATIVES. AMERICORP MEMBERS ARE TRAINED AND PLACED IN JOBS AT YOUTH SERVING AGENCIES AROUND THE BAY AREA AND IN ENVIRONMENTAL ACTIVITIES THROUGHOUT THE STATE.

4c (Code:) (Expenses \$ 10,914,780. including grants of \$ 143,527.) (Revenue \$ 12,074,377.)

WORKFORCE DEVELOPMENT PROGRAMS PROVIDE EDUCATION, JOB TRAINING, AND PATHS TO CAREERS THAT CAN LEAD TO ECONOMIC SELF-SUFFICIENCY. WE ENGAGE YOUTH AND ADULTS IN SAN FRANCISCO, CONTRA COSTA AND ALAMEDA COUNTIES, PROVIDING ACCESS TO HIGH DEMAND CAREERS IN HIGH-GROWTH INDUSTRIES AND THE SUPPORTS NECESSARY TO KEEP THEM. OUR CLIENTS HAD MULTIPLE BARRIERS TO SUCCESS: FEW OR NO EDUCATIONAL QUALIFICATIONS, LITTLE OR NO WORK HISTORY, AND FEW EMPLOYMENT SKILLS. A SIGNIFICANT PORTION ALSO HAD CRIMINAL RECORDS, HOUSING INSTABILITY, AND MENTAL HEALTH AND/OR SUBSTANCE USE ISSUES.

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

(Expenses \$ 10,248,338. including grants of \$) (Revenue \$ 11,337,130.)

4e Total program service expenses 73,465,050.Form **990** (2022)

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules (continued)

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

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	437
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

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

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2a 2385		
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 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	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	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
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 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	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 Section 501(c)(21) organizations. Did the trust, or 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 on Schedule O. See instructions.

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

Section A. Governing Body and Management

	1a	1b	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	10			
b Enter the number of voting members included on line 1a, above, who are independent		10		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?			3	X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?			4	X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?			5	X
6 Did the organization have members or stockholders?			6	X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			7a	X
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
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?			8a	X
b Each committee with authority to act on behalf of the governing body?			8b	X
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O			9	X

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

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a	X
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	
11a 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 Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X
c 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
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	X
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.		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	X
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 CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records
 ANN DOMINGO, CFO - (415) 755-2324
 171 CARLOS DRIVE, SAN RAFAEL, CA 94903

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck 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 the 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 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) MARTIN WEINSTEIN CEO	40.00			X				332,516.	0.	6,845.
(2) CATHLEEN CAMPBELL CFO	40.00			X				196,924.	0.	6,521.
(3) DON BLASKY CPO	40.00			X				196,741.	0.	0.
(4) ANN DOMINGO FINANCE DIRECTOR	40.00					X		187,727.	0.	7,755.
(5) SPENCER BOLLES IT DIRECTOR	40.00					X		172,287.	0.	6,353.
(6) BRENDA CAIN PEOPLE/CULTURE DIRECTOR	40.00					X		166,055.	0.	6,164.
(7) RUTH BARAJAS PROGRAM DIRECTOR	40.00					X		150,433.	0.	7,846.
(8) MARISA RAMIREZ PROGRAM DIRECTOR	40.00					X		150,802.	0.	625.
(9) MARY JO WILLIAMS COO (THRU 07/21)	40.00						X	50,000.	0.	0.
(10) LISSA FRANKLIN PRESIDENT	1.00	X		X				0.	0.	0.
(11) ROBERT DAVISSON SECRETARY	1.00	X		X				0.	0.	0.
(12) ED FINEMAN TREASURER	1.00	X		X				0.	0.	0.
(13) NANCY MCEVERS ANDERSON DIRECTOR	1.00	X						0.	0.	0.
(14) BRYAN BRECKENRIDGE DIRECTOR	1.00	X						0.	0.	0.
(15) REYNA HAMILTON DIRECTOR	1.00	X						0.	0.	0.
(16) REBECCA HOOLEY DIRECTOR	1.00	X						0.	0.	0.
(17) ROB NESS DIRECTOR	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 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			
(18) BUD TRAVERS DIRECTOR (THRU 07/22)	1.00	X						0.	0.	0.
(19) MONICA VAUGHAN DIRECTOR	1.00	X						0.	0.	0.
(20) SINCLAIR WU DIRECTOR	1.00	X						0.	0.	0.
1b Subtotal								1,603,485.	0.	42,109.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								1,603,485.	0.	42,109.

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

33

- 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
MISSION LANGUAGE & VOCATIONAL SCHOOL 2929 19TH STREET, SAN FRANCISCO, CA 94110	PROGRAM CONSULTING	722,916.
MISSION NEIGHBORHOOD CENTER 362 CAPP STREET, SAN FRANCISCO, CA 94110	PROGRAM CONSULTING	451,293.
STRATEGIC ENERGY INNOVATIONS, 100 SMITH RANCH RD., SUITE 124, SAN RAFAEL, CA 94903	PROGRAM CONSULTING	337,970.
YOUNG COMMUNITY DEVELOPERS, INC., 1715 YOSEMITE AVENUE, SAN FRANCISCO, CA 94124	PROGRAM CONSULTING	333,298.
PROPELLER DEVELOPMENT, INC, 2443 FILLMORE STREET, #380-5120, SAN FRANCISCO, CA 94115	IT SERVICES	296,669.
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	16	

Form **990** (2022)

Part VIII Statement of RevenueCheck 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	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	3,546,345.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f			3,546,345.			
Program Service Revenue	2 a CONTRACT REVENUE	Business Code	900099	76,466,745.	76,466,745.		
	b COUNSELING FEES		900099	4,797,751.	4,797,751.		
	c OTHER PROGRAM REVENUE		900099	5,550.	5,550.		
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			81,270,046.			
	Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			1,157.		
4 Income from investment of tax-exempt bond proceeds							
5 Royalties							
6 a Gross rents		6a	(i) Real (ii) Personal				
b Less: rental expenses ...		6b					
c Rental income or (loss)		6c					
d Net rental income or (loss)							
7 a 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)							
8 a 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							
9 a Gross income from gaming activities. See Part IV, line 19		9a					
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a 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	11 a	Business Code					
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions			84,817,548.	81,270,046.	0.	1,157.

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

☒ X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	143,527.	143,527.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	987,211.		987,211.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	53,896,983.	48,861,690.	4,653,071.	382,222.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	3,181,186.	2,751,193.	408,472.	21,521.
10 Payroll taxes	4,962,283.	4,498,685.	428,407.	35,191.
11 Fees for services (nonemployees):				
a Management				
b Legal	106,180.		106,180.	
c Accounting	98,825.		98,825.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	9,771,620.	8,891,760.	852,493.	27,367.
12 Advertising and promotion				
13 Office expenses				
14 Information technology	738,046.	229,472.	508,031.	543.
15 Royalties				
16 Occupancy	1,450,557.	1,052,738.	397,819.	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	78,545.		78,545.	
23 Insurance	485,751.		485,751.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a SUPPLIES AND MATERIALS	3,283,639.	3,218,124.	65,515.	
b PROGRAM SUPPORT SERVICE	2,969,436.	2,969,413.	23.	
c LICENSES/CERTIFICATIONS	476,357.	86,394.	389,815.	148.
d WELLNESS EVENTS	473,593.	459,674.	13,919.	
e All other expenses	480,520.	302,380.	178,140.	
25 Total functional expenses. Add lines 1 through 24e	83,584,259.	73,465,050.	9,652,217.	466,992.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	860,979.	1	
	2 Savings and temporary cash investments	891,997.	2	
	3 Pledges and grants receivable, net	19,446,776.	3	25,405,284.
	4 Accounts receivable, net	67,286.	4	29,738.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	555,261.	9	555,015.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 976,385.		
	b Less: accumulated depreciation	10b 805,431.		
	11 Investments - publicly traded securities	52,112.	11	55,500.
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	79,763.	15	367,816.
16 Total assets. Add lines 1 through 15 (must equal line 33)	22,203,672.	16	26,584,307.	
Liabilities	17 Accounts payable and accrued expenses	7,979,951.	17	11,084,857.
	18 Grants payable		18	
	19 Deferred revenue	1,344,705.	19	1,836,448.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	747,455.	23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	61,576.	25	357,497.
	26 Total liabilities. Add lines 17 through 25	10,133,687.	26	13,278,802.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	9,086,168.	27	10,387,861.
	28 Net assets with donor restrictions	2,983,817.	28	2,917,644.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	12,069,985.	32	13,305,505.
	33 Total liabilities and net assets/fund balances	22,203,672.	33	26,584,307.

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Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	84,817,548.
2	Total expenses (must equal Part IX, column (A), line 25)	2	83,584,259.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,233,289.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	12,069,985.
5	Net unrealized gains (losses) on investments	5	2,231.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	13,305,505.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
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	2b	X
c 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.	2c	X
3a 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? _____	3a	X
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 _____	3b	X

Form **990** (2022)

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 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization

BAY AREA COMMUNITY RESOURCES, INC.

Employer identification number

94-2346815

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		
Total						

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	20,167,814.	27,355,858.	30,668,061.	36,192,593.	40,716,367.	155,100,693.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	20,167,814.	27,355,858.	30,668,061.	36,192,593.	40,716,367.	155,100,693.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						155,100,693.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4	20,167,814.	27,355,858.	30,668,061.	36,192,593.	40,716,367.	155,100,693.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	33,870.	36,938.	15,200.	2,709.	1,157.	89,874.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						155,190,567.
12 Gross receipts from related activities, etc. (see instructions)					12	160,773,044.
13 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						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2022 (line 6, column (f), divided by line 11, column (f))	14	99.94	%
15 Public support percentage from 2021 Schedule A, Part II, line 14	15	99.91	%
16a 33 1/3% support test - 2022. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input checked="" type="checkbox"/>
b 33 1/3% support test - 2021. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2022. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions			<input type="checkbox"/>

Schedule A (Form 990) 2022

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

Section B. Total Support

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

14 First 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

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

Section D. Computation of Investment Income Percentage

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

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

Part IV Supporting Organizations (continued)

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

Section B. Type I Supporting Organizations

	Yes	No
1 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 Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove 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.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

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

Section D. All Type III Supporting Organizations

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

Section E. Type III Functionally Integrated Supporting Organizations

	Yes	No
1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
2a		
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 Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI .		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

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

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

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

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<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	Minimum Asset Amount (add line 7 to line 6)	8	

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

Schedule A (Form 990) 2022

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 Total annual distributions. 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 Total 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 Excess distributions carryover to 2023. 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			

Schedule A (Form 990) 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 A, PART II, LINE I:

THE ORGANIZATION'S GOVERNMENT CONTRACT SERVICES BENEFIT THE PUBLIC AS

DESCRIBED IN REGULATIONS SECTION 1.170A-9(F)(8). THEREFORE, THE AMOUNT

OF \$37,170,022 IN "GOVERNMENT CONTRACTS" IS INCLUDED ON SCHEDULE A

PART II, LINE I AS GRANTS.

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 for the latest information.

OMB No. 1545-0047

2022

Name of the organization

BAY AREA COMMUNITY RESOURCES, INC.

Employer identification number

94-2346815

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 foundationCheck 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	Employer identification number
BAY AREA COMMUNITY RESOURCES, INC.	94-2346815

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		\$ 221,400.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3		\$ 74,131.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4		\$ 103,807.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5		\$ 142,683.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6		\$ 74,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
BAY AREA COMMUNITY RESOURCES, INC.	94-2346815

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		\$ 100,000.	Person <input checked="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.)
		\$	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.)
		\$	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.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Employer identification number

94-2346815

Part II

[illegible]

Name of organization	Employer identification number
BAY AREA COMMUNITY RESOURCES, INC.	94-2346815

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

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

OMB No. 1545-0047

2022Open to Public
Inspection

Name of the organization

BAY AREA COMMUNITY RESOURCES, INC.

Employer identification number

94-2346815

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).

☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area

☐ Protection of natural habitat ☐ Preservation of a certified historic structure

☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
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?

☐ Yes ☐ 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)?

☐ Yes ☐ 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 \$

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

Schedule D (Form 990) 2022

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

d ☐ Loan or exchange program

b ☐ Scholarly research

e ☐ Other _____

c ☐ Preservation for future generations

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

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets

to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

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

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

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

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

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

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

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

a Board designated or quasi-endowment _____ %

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

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

	Yes	No
3a(i)		
3a(ii)		
3b		

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

Part VI Land, Buildings, and Equipment.

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		126,023.	65,506.	60,517.
d Equipment		773,752.	685,159.	88,593.
e Other		76,610.	54,766.	21,844.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				170,954.

Schedule D (Form 990) 2022

Part VII Investments - Other Securities.

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

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (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)		
Total. (Col. (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)	
Total. (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.

(a) Description of liability	(b) Book value
1. (1) Federal income taxes	
(2) PPP LOAN	40,206.
(3) CAPITAL LEASE LIABILITY	317,291.
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	357,497.

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

Schedule D (Form 990) 2022

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	85,563,798.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	746,250.
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	746,250.
3	Subtract line 2e from line 1	3	84,817,548.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	84,817,548.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	84,328,278.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	746,250.
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	-2,231.
e	Add lines 2a through 2d	2e	744,019.
3	Subtract line 2e from line 1	3	83,584,259.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	83,584,259.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE ORGANIZATION WAS GRANTED TAX EXEMPT STATUS UNDER SECTION 501(C)(3) OF

THE INTERNAL REVENUE CODE, AND SECTION 23701(D) OF THE STATE OF CALIFORNIA

REVENUE AND TAXATION CODE, AND HAS OBTAINED DETERMINATION LETTERS FROM THE

INTERNAL REVENUE SERVICE AND THE CALIFORNIA FRANCHISE TAX BOARD TO THAT

EFFECT. ACCORDINGLY, THE PRIMARY OPERATIONS OF THE ORGANIZATION ARE

CURRENTLY CONSIDERED EXEMPT FROM FEDERAL INCOME AND STATE FRANCHISE TAXES.

THE ORGANIZATION HAS EVALUATED ITS CURRENT TAX POSITIONS AND HAS CONCLUDED

THAT AS OF JUNE 30, 2023, THE ORGANIZATION DOES NOT HAVE ANY SIGNIFICANT

UNCERTAIN TAX POSITIONS FOR WHICH A LIABILITY WOULD BE NECESSARY.

Part XIII Supplemental Information *(continued)*

PART XII, LINE 2D - OTHER ADJUSTMENTS:

UNREALIZED GAIN NETTED IN EXPENSES

-2,231.

SCHEDULE I
(Form 990)

Department of the Treasury
Internal Revenue Service

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

Attach to Form 990.

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

OMB No. 1545-0047

2022

**Open to Public
Inspection**

Name of the organization

BAY AREA COMMUNITY RESOURCES, INC.

Employer identification number

94-2346815

Part I **General Information on Grants and Assistance**

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☒ **Yes** ☐ **No**

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II **Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
CULTURA Y ARTE NATIVA DE LAS AMERICAS - 1333 FLORIDA ST - SAN FRANCISCO, CA 94110	38-4013756	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
INSTITUTO FAMILAR DE LA RAZA, INC. 2919 MISSION STREET SAN FRANCISCO, CA 94110	94-2523608	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
ST. IGNATIUS COLLEGE PREPARATORY 2001 37TH AVE SAN FRANCISCO, CA 94116	94-1451515	501(C)(3)	6,330.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
TEENTECHSF GLOBAL 1911 FUNSTON AVE SAN FRANCISCO, CA 94116	83-1397540	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
SMALL SCHOOLS FOR EQUITY 15 ONONDAGA AVE # 12217 SAN FRANCISCO, CA 94112	03-0412252	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
YOUTH ART EXCHANGE/TIDES CENTER 1012 TORNEY AVE SAN FRANCISCO, CA 94129	94-3213100	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table 14.

3 Enter total number of other organizations listed in the line 1 table 0.

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

Schedule I (Form 990) 2022

Part II Continuation of Grants and Other Assistance to Domestic Organizations and Domestic Governments (Schedule I (Form 990), Part II.)

(a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
FRIENDS OF SCHOOL OF THE ARTS 236 WEST PORTAL AVE # 844 SAN FRANCISCO, CA 94127	94-3373066	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
SAN FRANCISCO PRETRIAL DIVERSION PROJECT - 236 8TH STREET SUITE E - SAN FRANCISCO, CA 94103	94-2333038	501(C)(3)	20,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
PIONEERS IN ENGINEERING FOUNDATION 2720 W. GRAND AVE APT D ALHAMBRA, CA 91801	47-4554504	501(C)(3)	7,535.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
HELPING HANDS YOUTH & YOUTH ADULTS ORGANIZATION - 950 GILMAN AVE - SAN FRANCISCO, CA 94124	87-3487824	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
RENAISSANCE PARENTS OF SUCCESS 1075 FILLMORE ST SAN FRANCISCO, CA 94114	94-3155564	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO
YOUNG COMMUNITY DEVELOPERS, INC. 1715 YOSEMITE AVENUE SAN FRANCISCO, CA 94124	94-2187776	501(C)(3)	10,000.	0.			ADDRESS SOCIAL INJUSTICE IN SAN FRANCISCO

Schedule I (Form 990)

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2:

THERE ARE SELECTION AND ELIGIBILITY CRITERIA. THE PROCESS FOR AWARDING THE

RE-GRANT IS DOCUMENTED AND THE CITY REVIEWS THE THE CRITERIA AND SELECTION.

THE RE-GRANTS ARE GIVEN AT THE END OF THE YEAR AND THE PROJECTS RECEIVING

THEM MUST HAVE A 501(C)(3) FISCAL SPONSOR. AT THAT POINT, THE FISCAL

SPONSOR MONITORS HOW THE PROJECT USES THE FUNDS.

**SCHEDULE J
(Form 990)**

Department of the Treasury
Internal Revenue Service

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 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization

BAY AREA COMMUNITY RESOURCES, INC.

Employer identification number

94-2346815

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input type="checkbox"/> Compensation committee | <input type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

a Receive a severance payment or change-of-control payment?

b Participate in or receive payment from a supplemental nonqualified retirement plan?

c Participate in or receive payment from an equity-based compensation arrangement?

If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

a The organization?

b Any related organization?

If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

a The organization?

b Any related organization?

If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b		
2		
4a	X	
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7	X	
8		X
9		

LHA 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) MARTIN WEINSTEIN CEO	(i)	282,516.	50,000.	0.	0.	6,845.	339,361.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) CATHLEEN CAMPBELL CFO	(i)	176,924.	20,000.	0.	0.	6,521.	203,445.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) DON BLASKY CPO	(i)	176,741.	20,000.	0.	0.	0.	196,741.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) ANN DOMINGO FINANCE DIRECTOR	(i)	154,727.	33,000.	0.	0.	7,755.	195,482.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(5) SPENCER BOLLES IT DIRECTOR	(i)	139,287.	33,000.	0.	0.	6,353.	178,640.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(6) BRENDA CAIN PEOPLE/CULTURE DIRECTOR	(i)	133,055.	33,000.	0.	0.	6,164.	172,219.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(7) RUTH BARAJAS PROGRAM DIRECTOR	(i)	125,433.	25,000.	0.	0.	7,846.	158,279.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(8) MARISA RAMIREZ PROGRAM DIRECTOR	(i)	123,402.	27,400.	0.	0.	625.	151,427.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

PART I, LINE 3:

COMPARABLE INDUSTRY AND REGIONAL DATA IS USED TO DETERMINE COMPENSATION. IN

ADDITION, COMPENSATION IS REVIEWED ANNUALLY BY THE BOARD OF DIRECTORS.

PART I, LINE 4A:

MARY JO WILLIAMS RECEIVED A SEVERANCE PAYMENT OF \$50,000.

PART I, LINE 7:

ALMOST ALL EMPLOYEES AT BACR RECEIVE A NON-FIXED BONUS WHEN THE

ORGANIZATION HAS A SURPLUS. THE ORGANIZATION'S BONUS POLICY IS TO ALLOCATE

THE SURPLUS AT THE END OF THE YEAR TO EMPLOYEES, AND THE ALLOCATION IS

BASED ON MERIT AND RESPONSIBILITY.

**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 for the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization

BAY AREA COMMUNITY RESOURCES, INC.

Employer identification number

94-2346815

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

BEHAVIORAL HEALTH PROGRAMS

EDUCATION, COUNSELING, CRISIS INTERVENTION TREATMENT AND REFERRAL

SERVICES ARE PROVIDED TO ADULTS AND YOUTH HAVING A BROAD SPECTRUM OF

NEEDS, INCLUDING THE NEED FOR BASIC INFORMATION TO TREATMENT FOR

CHRONIC ALCOHOLISM AND OR DRUG DEPENDENCY. TO FACILITATE ACCESS TO

SERVICES, BAY AREA COMMUNITY RESOURCES (BACR) ALSO PROVIDES SERVICES IN

VARIOUS SETTINGS: SCHOOLS, COUNTY PUBLIC ASSISTANCE OFFICES, COMMUNITY

MEDICAL CLINICS, JAIL AND FREESTANDING RECOVERY CENTERS. TARGETED

POPULATIONS INCLUDE: STUDENTS IN ALTERNATIVE EDUCATION, DRINKING

DRIVERS, PREGNANT AND PARENTING WOMEN IN MARIN COUNTY, AND PERSONS

INVOLVED WITH THE CRIMINAL JUSTICE SYSTEM.

EXPENSES \$ 10,248,338. INCLUDING GRANTS OF \$ 0. REVENUE \$ 11,337,130.

FORM 990, PART VI, SECTION B, LINE 11B:

COPIES OF FORM 990 ARE PROVIDED TO ALL OF BACR OFFICERS AND DIRECTORS

BEFORE FILING WITH THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:

THE POLICY IS REVIEWED WITH THE BOARD MEMBERS ANNUALLY. BOARD MEMBERS ARE

ASKED AND REQUIRED TO DISCLOSE ANY CONFLICTS OF INTEREST. ALSO, AT LEAST

ONCE ANNUALLY WHEN NEW CONTRACTS ARE DISCUSSED AND REVIEWED BY THE BOARD,

MEMBERS WITH A CONFLICT OF INTEREST RECUSE THEMSELVES FROM DECISIONS

REGARDING THE CONTRACT.

Name of the organization	Employer identification number
BAY AREA COMMUNITY RESOURCES, INC.	94-2346815

FORM 990, PART VI, SECTION B, LINE 15:

THE ORGANIZATION PROVIDES INFORMATION ON ITS WEBSITE ON HOW TO REQUEST

FINANCIAL STATEMENTS, POLICIES AND BOARD OF DIRECTOR MEETINGS, WHICH ARE

ALL OPEN TO THE PUBLIC.

FORM 990, PART VI, SECTION C, LINE 19:

ON ITS OWN WEBSITE, THE ORGANIZATION PROVIDES INFORMATION ON HOW TO REQUEST

FINANCIAL STATEMENTS, POLICIES AND BOARD OF DIRECTOR MEETINGS THAT ARE OPEN

TO THE PUBLIC.

FORM 990, PART IX, LINE 11G, OTHER FEES:

SUBCONTRACTORS/PROFESSIONAL FEES:

PROGRAM SERVICE EXPENSES 8,891,760.

MANAGEMENT AND GENERAL EXPENSES 852,493.

FUNDRAISING EXPENSES 27,367.

TOTAL EXPENSES 9,771,620.

TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A 9,771,620.

Bay Area Community Resources

Financial Statements
and Single Audit Reports and Schedules

June 30, 2023 and 2022



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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Bay Area Community Resources
San Rafael, California

Opinion

We have audited the accompanying financial statements of Bay Area Community Resources (a California nonprofit corporation) (the "Organization"), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bay Area Community Resources as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audits 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Bay Area Community Resources and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Organization adopted FASB Topic 842, *Leases*. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 Bay Area Community Resources' 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

Our 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 our 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, including omissions, 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*, we:

- 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 Bay Area Community Resources's 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 our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Bay Area Community Resources's ability to continue as a going concern for a reasonable period of time.

We are 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 we identified during the audit.

Supplementary Information

Our 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, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) 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 our 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*, we have also issued our report dated October 27, 2023, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our 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 the Organization's 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 the Organization's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Armanino LLP". The signature is written in a cursive, flowing style.

Armanino^{LLP}
San Francisco, California

October 27, 2023

Bay Area Community Resources
Statements of Financial Position
June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ -	\$ 1,752,976
Investments	55,500	52,112
Receivables	25,435,022	19,514,062
Prepaid expenses	<u>555,015</u>	<u>555,261</u>
Total current assets	<u>26,045,537</u>	<u>21,874,411</u>
Noncurrent assets		
Deposits	64,739	79,763
Operating lease right-of-use assets, net	303,077	-
Property and equipment, net	<u>170,954</u>	<u>249,498</u>
Total noncurrent assets	<u>538,770</u>	<u>329,261</u>
Total assets	<u>\$ 26,584,307</u>	<u>\$ 22,203,672</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 11,084,857	\$ 7,979,951
Deferred revenue	1,836,448	1,344,705
Line of credit	-	747,455
Paycheck Protection Program loan	40,206	40,206
Finance lease liability	14,214	21,370
Operating lease liabilities, current	<u>222,307</u>	<u>-</u>
Total current liabilities	13,198,032	10,133,687
Operating lease liabilities, net of current	<u>80,770</u>	<u>-</u>
Total liabilities	<u>13,278,802</u>	<u>10,133,687</u>
Net assets		
Without donor restrictions	10,387,861	9,086,168
With donor restrictions	<u>2,917,644</u>	<u>2,983,817</u>
Total net assets	<u>13,305,505</u>	<u>12,069,985</u>
Total liabilities and net assets	<u>\$ 26,584,307</u>	<u>\$ 22,203,672</u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Activities
For the Year Ended June 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support			
Government contracts and grants	\$ 35,040,495	\$ 2,129,527	\$ 37,170,022
School contracts and grants	35,315,441	3,981,282	39,296,723
Corporate foundation grants and individual contributions	1,257,814	2,288,531	3,546,345
Counseling fees	4,797,751	-	4,797,751
In-kind services	746,250	-	746,250
Other income	6,707	-	6,707
Net assets released from restrictions	<u>8,465,513</u>	<u>(8,465,513)</u>	<u>-</u>
Total revenues, gains and other support	<u>85,629,971</u>	<u>(66,173)</u>	<u>85,563,798</u>
Functional expenses			
Program services	<u>74,211,346</u>	<u>-</u>	<u>74,211,346</u>
Support services			
Management and general	9,649,939	-	9,649,939
Fundraising	<u>466,993</u>	<u>-</u>	<u>466,993</u>
Total support services	<u>10,116,932</u>	<u>-</u>	<u>10,116,932</u>
Total functional expenses	<u>84,328,278</u>	<u>-</u>	<u>84,328,278</u>
Change in net assets	1,301,693	(66,173)	1,235,520
Net assets, beginning of year	<u>9,086,168</u>	<u>2,983,817</u>	<u>12,069,985</u>
Net assets, end of year	<u><u>\$ 10,387,861</u></u>	<u><u>\$ 2,917,644</u></u>	<u><u>\$ 13,305,505</u></u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Activities
For the Year Ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support			
Government contracts and grants	\$ 32,291,732	\$ -	\$ 32,291,732
School contracts and grants	24,448,809	674,339	25,123,148
Corporate foundation grants and individual contributions	540,873	3,359,988	3,900,861
Counseling fees	1,712,894	-	1,712,894
In-kind services	140,297	-	140,297
Other income	6,089,911	-	6,089,911
Net assets released from restrictions	5,147,046	(5,147,046)	-
Total revenues, gains and other support	<u>70,371,562</u>	<u>(1,112,719)</u>	<u>69,258,843</u>
Functional expenses			
Program services	<u>57,073,794</u>	<u>-</u>	<u>57,073,794</u>
Support services			
Management and general	6,516,930	-	6,516,930
Fundraising	600,967	-	600,967
Total support services	<u>7,117,897</u>	<u>-</u>	<u>7,117,897</u>
Total functional expenses	<u>64,191,691</u>	<u>-</u>	<u>64,191,691</u>
Change in net assets	6,179,871	(1,112,719)	5,067,152
Net assets, beginning of year	<u>2,906,297</u>	<u>4,096,536</u>	<u>7,002,833</u>
Net assets, end of year	<u>\$ 9,086,168</u>	<u>\$ 2,983,817</u>	<u>\$ 12,069,985</u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Functional Expenses
For the Year Ended June 30, 2023

	National Service Programs	Behavioral Health Programs	Workforce Development Programs	Expanded Learning Programs	Healthy Communities Programs	Fiscal Sponsorship Projects	Total Program Services	Management and General	Fundraising	Total Support Services	Total
Salaries and wages	\$ 9,056,473	\$ 4,822,046	\$ 4,234,003	\$ 28,700,976	\$ 2,588,128	\$ 206,314	\$ 49,607,940	\$ 5,640,282	\$ 382,222	\$ 6,022,504	\$ 55,630,444
Fringe benefits	1,343,763	715,476	628,224	4,147,810	384,016	30,612	7,249,901	836,855	56,713	893,568	8,143,469
Re-grants/scholarships	-	210,635	2,609,986	3,338,208	27,307	420,236	6,606,372	-	-	-	6,606,372
Recreation/wellness/events	64,532	9,272	48,098	335,548	1,429	795	459,674	13,919	-	13,919	473,593
Program support services	268	75,701	2,358,549	191,680	50,559	292,679	2,969,436	-	-	-	2,969,436
Materials and supplies	10,839	49,118	155,941	2,849,655	113,195	39,376	3,218,124	65,515	-	65,515	3,283,639
Professional development	264,555	33,389	223,810	439,321	44,660	7,881	1,013,616	430,798	-	430,798	1,444,414
Professional fees	974,993	252,795	100,320	9,425	-	77,766	1,415,299	421,695	27,367	449,062	1,864,361
Telecommunication and IT	10,039	120,889	39,062	43,922	13,678	1,882	229,472	508,031	543	508,574	738,046
Licenses and certifications	31,230	34,945	10,545	2,837	1,857	4,980	86,394	389,815	148	389,963	476,357
Outreach, promotion, and other program costs	35,312	4,400	14,330	9,207	475	6,401	70,125	151,800	-	151,800	221,925
Audit, insurance and legal	-	-	-	-	-	-	-	690,756	-	690,756	690,756
Facility expenses	131,656	124,030	403,660	280,933	63,471	48,988	1,052,738	397,819	-	397,819	1,450,557
Depreciation and amortization	-	-	-	-	-	-	-	78,545	-	78,545	78,545
Miscellaneous	26,497	51,875	88,252	2,257	9,494	53,880	232,255	24,109	-	24,109	256,364
	<u>\$ 11,950,157</u>	<u>\$ 6,504,571</u>	<u>\$ 10,914,780</u>	<u>\$ 40,351,779</u>	<u>\$ 3,298,269</u>	<u>\$ 1,191,790</u>	<u>\$ 74,211,346</u>	<u>\$ 9,649,939</u>	<u>\$ 466,993</u>	<u>\$ 10,116,932</u>	<u>\$ 84,328,278</u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statement of Functional Expenses
For the Year Ended June 30, 2022

	National Service Programs	Behavioral Health Programs	Workforce Development Programs	Expanded Learning Programs	Healthy Communities Programs	Fiscal Sponsorship Projects	Total Program Services	Management and General	Fundraising	Total Support Services	Total
Salaries and wages	\$ 5,813,110	\$ 5,265,712	\$ 3,655,253	\$ 20,568,969	\$ 2,408,544	\$ 231,795	\$ 37,943,383	\$ 3,518,303	\$ 420,643	\$ 3,938,946	\$ 41,882,329
Fringe benefits	828,371	750,367	520,876	2,911,097	343,219	33,031	5,386,961	501,360	59,942	561,302	5,948,263
Re-grants/scholarships	-	63,119	2,232,886	1,636,862	30,351	588,941	4,552,159	6,672	-	6,672	4,558,831
Recreation/wellness/events	939	2,069	44,090	146,353	1,651	7,137	202,239	40,123	-	40,123	242,362
Program support services	818	63,497	3,152,744	728,741	25,525	24,986	3,996,311	-	-	-	3,996,311
Materials and supplies	12,350	37,315	200,646	1,521,712	113,046	80,060	1,965,129	32,000	-	32,000	1,997,129
Professional development	110,158	34,721	72,511	150,811	43,499	6,329	418,029	450,990	-	450,990	869,019
Professional fees	764,945	168,125	16,400	15,304	3,150	98,790	1,066,714	191,725	119,611	311,336	1,378,050
Telecommunication and IT	6,625	85,252	46,963	39,189	20,593	3,500	202,122	467,380	771	468,151	670,273
Licenses and certifications	2,650	22,214	10,602	2,343	4,118	1,680	43,607	250,849	-	250,849	294,456
Outreach, promotion, and other program costs	34,057	640	45,438	81,125	656	10,385	172,301	-	-	-	172,301
Audit, insurance and legal	-	-	-	-	-	-	-	507,628	-	507,628	507,628
Facility expenses	124,446	133,065	373,117	239,519	91,736	34,350	996,233	402,866	-	402,866	1,399,099
Depreciation and amortization	-	-	-	-	-	-	-	72,973	-	72,973	72,973
Miscellaneous	18,499	96,334	115	13,658	-	-	128,606	74,061	-	74,061	202,667
	<u>\$ 7,716,968</u>	<u>\$ 6,722,430</u>	<u>\$ 10,371,641</u>	<u>\$ 28,055,683</u>	<u>\$ 3,086,088</u>	<u>\$ 1,120,984</u>	<u>\$ 57,073,794</u>	<u>\$ 6,516,930</u>	<u>\$ 600,967</u>	<u>\$ 7,117,897</u>	<u>\$ 64,191,691</u>

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Statements of Cash Flows
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 1,235,520	\$ 5,067,152
Adjustments to reconcile change in net assets to net cash used in operating activities		
Depreciation and amortization	78,545	72,973
Net realized and unrealized (gains) losses on investments	(3,388)	6,466
Bad debt expense	28,058	26,521
PPP loan forgiveness	-	(6,081,158)
Amortization of right-of-use assets	312,427	-
Changes in operating assets and liabilities		
Receivables	(5,949,018)	(3,747,507)
Prepaid expenses	246	(172,056)
Deposits	15,024	7,878
Accounts payable and accrued expenses	3,104,905	2,776,517
Deferred revenue	491,743	805,003
Operating lease liabilities	<u>(312,427)</u>	<u>-</u>
Net cash used in operating activities	<u>(998,365)</u>	<u>(1,238,211)</u>
Cash flows from financing activities		
Net borrowings (payments) on line of credit	(747,455)	374,651
Payments on capital leases	<u>(7,156)</u>	<u>(8,000)</u>
Net cash provided by (used in) financing activities	<u>(754,611)</u>	<u>366,651</u>
Net decrease in cash and cash equivalents	(1,752,976)	(871,560)
Cash and cash equivalents, beginning of year	<u>1,752,976</u>	<u>2,624,536</u>
Cash and cash equivalents, end of year	<u><u>\$ -</u></u>	<u><u>\$ 1,752,976</u></u>

Supplemental disclosure of cash flow information

Cash paid during the year for interest	\$ 9,539	\$ -
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Supplemental schedule of noncash investing and financing activities

Acquisition of a vehicle through a capital lease	\$ -	\$ 29,370
Operating lease ROU assets obtained in exchange for lease liabilities	\$ 589,398	\$ -

The accompanying notes are an integral part of these financial statements.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

1. NATURE OF OPERATIONS

Bay Area Community Resources (the "Organization") was formed on July 1, 1993 through the combination of two similar non-profit organizations that educate and help the public deal with substance abuse problems.

The Organization's primary purpose is to promote the healthy development of individuals, families and communities. The Organization obtains its funding primarily from government subcontracts and grants, contracts with schools, grants and contributions from foundations and corporations, and contributions from the general public. Direct services are organized into program groups, which have a similar focus and common participant outcomes. These programs serve youth and adults in seven Bay Area counties.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting and financial statement presentation

The financial statements of the Organization have been prepared on the accrual basis of accounting and presented in accordance with accounting principles generally accepted in the United States of America (GAAP). Significant accounting policies are described below.

The Organization reports information regarding its financial position and activities according to two classes of net assets:

- *Net assets without donor restrictions* - Net assets available to support all activities of the Organization, and not subject to donor-imposed stipulations. These generally result from revenues generated by providing services, receiving contributions, and receiving interest from investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.
- *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 the actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. The Organization does not have any assets with donor restrictions to be held in perpetuity at June 30, 2023 and 2022.

Change in accounting principle

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") 842, *Leases*, to increase transparency and comparability among organizations by requiring the recognition of right-of-use ("ROU") assets and lease liabilities on the statements of financial position. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Change in accounting principle (continued)

The Organization adopted the standard effective July 1, 2022 and recognized and measured leases existing at, or entered into after, July 1, 2022 with certain practical expedients available. Lease disclosures for the year ended June 30, 2022 are made under prior lease guidance in FASB ASC 840.

The Organization elected the available practical expedients to account for existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement.

As a result of the adoption of the new lease accounting guidance, the Organization recognized on July 1, 2022, an initial lease liability of \$640,688, which represents the present value of the remaining operating lease payments of \$690,548 discounted using risk free rates ranging from 0.03% to 3.51%, and a right-of-use asset of \$589,398, which represents the operating lease liability of \$640,688 adjusted for deferred rent of \$51,290. In addition, the Organization had existing finance leases with a balance of \$21,370 at July 1, 2022.

The standard impacted the Organization's statement of financial position as of June 30, 2023, but did not have a material impact on the Organization's statement of activities, nor statement of cash flows for the year then ended. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases on the statement of financial position as of June 30, 2023.

Cash and cash equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments with original maturities of three months or less to be cash equivalents. At times, bank deposit accounts may exceed the FDIC limits.

Investments

Investments are carried at the quoted market value of the securities and are subject to market fluctuations. Gains and losses are reflected as increases or decreases in without donor restriction of net assets unless the donor or relevant laws place with donor restrictions on the gains and losses.

During the years ended June 30, 2023 and 2022, investments had a net appreciation (depreciation) in value of \$3,388 and \$(6,466) respectively.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Investments and fair value measurements

Investments are reflected in the statements of financial position at fair value with changes in realized and unrealized gains and losses resulting from changes in fair value reflected in the statements of activities as investment gain or loss. Publicly traded investments in active markets are reported at the market closing. Investment transactions are recorded on a trade-date basis (for publicly traded investments) or upon closing of the transaction (for private investments).

- *Level 1* - Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments, which would generally be included in Level I, includes listed equity securities.
- *Level 2* - Pricing inputs are observable for the investments, either directly or indirectly, as of the reporting date, but are not identical as those used in Level 1. These inputs may include quoted prices for identical instruments on an inactive market. Fair value is determined through the use of models or other valuation methodologies.
- *Level 3* - Pricing inputs are unobservable for the investment and include situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant judgment or estimation by management. The types of investments, which would generally be included in this category include debt, asset-backed securities, forward contracts, long-term debt securities, multi-strategy holding company swaps and warrants, real estate, and equity securities issued by private entities.

Property and equipment

Property and equipment are recorded at cost. Acquisitions of \$7,500 or more are capitalized. Leasehold improvements are amortized over the shorter of the estimated useful life or the life of the lease.

Depreciation and amortization of property and equipment is computed using the straight-line method over the following estimated useful lives:

Office furniture	3-7 years
Office equipment	3-5 years
Vehicles	5 years
Leasehold improvements	Lesser of useful life or lease term

Leases

The Organization leases office spaces and equipment under operating leases and a vehicle under a finance lease. The Organization determines if an arrangement is a lease at inception. Operating leases are included in right-of-use (ROU) assets and lease liabilities on the statements of financial position. Finance leases are included in property and equipment and lease liabilities on the statements of financial position.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Leases (continued)

ROU assets represent the Organization's right to use an underlying asset for the lease term and lease liabilities represent the Organization's obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As the Organization's lease does not provide an implicit rate, the Organization uses a risk-free rate based on the information available at the commencement date in determining the present value of lease payments. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The Organization has elected not to recognize right-of-use assets and lease liabilities for short-term leases and instead records them in a manner similar to operating leases under legacy leasing guidelines. A short-term lease is one with a maximum lease term of 12 months or fewer and does not include a purchase option that the lessee is reasonably certain to exercise. The Organization has certain short-term leases.

Allowance for uncollectible accounts

Allowance for uncollectible accounts represents management's best estimate of the probable losses inherent in the accounts receivable balance. Management primarily determines the allowance based on review of the aging of accounts receivable and historical experience. Management deemed no allowance was necessary as of June 30, 2023 and 2022. The Organization recorded \$28,058 and \$26,521 in bad debt expense during the years ended June 30, 2023 and 2022, respectively, to write off receivables that were no longer deemed collectible.

Revenue recognition

The Organization recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve this core principle, five basic criteria must be met before revenue can be recognized:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when, or as, the Organization satisfies a performance obligation.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue recognition (continued)

School contracts are considered exchange transactions and the revenues from school contracts are recognized as the Organization delivers the services to the school districts as stipulated in the related contracts.

Deferred revenue represents amounts received for future services to be provided by the Organization. Deferred revenue is recognized as revenue in the period the related programs are held.

In addition, the Organization derives revenues from cost-reimbursable government grants and contracts, which are generally conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Revenues from cost-reimbursable government grants are generally accounted for as conditional contributions. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statements of financial position. The Organization has been awarded cost-reimbursable grants of approximately \$34,000,000 that have not been recognized at June 30, 2023 because the grant periods extend beyond June 30, 2023, therefore qualifying expenditures have yet to be incurred.

Contributions

Contributions, including unconditional promises to give, are recognized when received. Contributions are reported as increases in net assets without donor unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restriction, consistent with the nature of the restriction. The Organization reports contributions with donor-imposed restrictions as net assets without donor restriction if the restrictions are met in the same reporting period in which the contribution is received. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as net assets with donor restriction until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received. Conditional promises to give are not recognized until they become unconditional; that is when the barrier has been overcome and right of release/right of return no longer exists.

Allowance for uncollectible accounts represents management's best estimate of the probable losses inherent in the accounts receivable balance. Management primarily determines the allowance based on review of the aging of accounts receivable and historical experience. Management deemed no allowance was necessary as of June 30, 2023 and 2022. The Organization recorded \$28,058 and \$26,521 in bad debt expense during the years ended June 30, 2023 and 2022, respectively, to write off receivables that were no longer deemed collectible.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In-kind services

In-kind services are contributions of donated services that create or enhance nonfinancial assets or that require specialized skills provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

In addition, unpaid volunteers contribute their time to the Organization, however, the value of these services is not reflected in these statements because the criteria for recognition have not been satisfied.

Functional expenses

The costs of providing the Organization's various programs and other activities have been summarized on the statements of functional expenses; accordingly, certain indirect costs have been allocated among the programs and support services benefited based on staff time allocation records and management estimates.

Income tax status

The Organization was granted tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and Section 23701(d) of the State of California Revenue and Taxation Code, and has obtained determination letters from the Internal Revenue Service and the California Franchise Tax Board to that effect. Accordingly, the primary operations of the Organization are currently considered exempt from federal income and state franchise taxes.

The Organization has evaluated its current tax positions and has concluded that as of June 30, 2023, the Organization does not have any significant uncertain tax positions for which a liability would be necessary.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates relating to the collectability of receivables, the estimated useful lives of depreciable assets, the value of in-kind services and the allocation of indirect costs to programs. Such assumptions affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent events

Management has evaluated subsequent events through October 27, 2023, the date the financial statements were available to be issued. No subsequent events have occurred that would have a material impact on the presentation of the Organization's financial statements.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

3. INVESTMENTS

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of June 30, 2023:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Fair Value</u>
Money market funds	\$ 16,845	\$ -	\$ -	\$ 16,845
Investments in equities	<u>38,655</u>	<u>-</u>	<u>-</u>	<u>38,655</u>
	<u>\$ 55,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,500</u>

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of June 30, 2022:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Fair Value</u>
Money market funds	\$ 15,688	\$ -	\$ -	\$ 15,688
Investments in equities	<u>36,424</u>	<u>-</u>	<u>-</u>	<u>36,424</u>
	<u>\$ 52,112</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 52,112</u>

4. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	<u>2023</u>	<u>2022</u>
Office equipment	\$ 667,637	\$ 667,637
Office furniture	106,115	106,115
Vehicles	76,610	76,610
Leasehold improvements	<u>126,023</u>	<u>126,023</u>
	976,385	976,385
Accumulated depreciation and amortization	<u>(805,431)</u>	<u>(726,887)</u>
	<u>\$ 170,954</u>	<u>\$ 249,498</u>

Depreciation and amortization expense for the years ended June 30, 2023 and 2022 amounted to \$78,545 and \$72,973, respectively.

5. LEASES

The Organization has entered into operating leases for property and equipment and a finance lease for a vehicle. The leases have terms expiring through 2026 and monthly lease payments ranging from \$500 to \$13,000.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

5. LEASES (continued)

Future minimum lease payments under non-cancellable leases as of June 30, 2023 were as follows:

<u>Year ending June 30,</u>	<u>Operating Leases</u>	<u>Finance Leases</u>	<u>Total</u>
2024	\$ 222,307	\$ 14,214	\$ 236,521
2025	87,434	-	87,434
2026	<u>3,278</u>	<u>-</u>	<u>3,278</u>
	313,019	14,214	327,233
Less imputed interest	<u>(9,942)</u>	<u>-</u>	<u>(9,942)</u>
	<u><u>\$ 303,077</u></u>	<u><u>\$ 14,214</u></u>	<u><u>\$ 317,291</u></u>

Lease costs for the years ended June 30, 2023 and 2022 was \$767,030 and \$686,861 respectively, and is included in facility expenses on the statements of functional expenses.

Additional information related to leases is as follows:

Operating cash flows from operating leases	\$570,607
Financing cash flows from finance leases	\$7,156
Operating lease ROU assets obtained in exchange for lease obligations	\$589,398
Weighted average discount rate	1.98%
Weighted average remaining lease term	1.3 years

6. DEFERRED REVENUE

Deferred revenue consisted of the following:

	<u>Balance at June 30, 2022</u>	<u>Revenue Recognized</u>	<u>Cash Advances</u>	<u>Balance at June 30, 2023</u>
Non-fee based revenue	\$ 280,835	\$ (280,835)	\$ 9,719	\$ 9,719
Parent fees	<u>1,063,870</u>	<u>(4,058,677)</u>	<u>4,821,536</u>	<u>1,826,729</u>
	<u><u>\$ 1,344,705</u></u>	<u><u>\$ (4,339,512)</u></u>	<u><u>\$ 4,831,255</u></u>	<u><u>\$ 1,836,448</u></u>

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

7. LINE OF CREDIT

The Organization maintains a line of credit with a financial institution, with a maximum borrowing limit of seventy percent of the Organization's Eligible Accounts balance, up to a maximum of \$10 million. The line matures on February 1, 2024 and bears interest at a rate per annum equal to, at the Organization's option, either (a) for an average Secured Overnight Financing Rate (SOFR) for the interest period plus 3.10%, or (b) for a Prime Loan, the greater of (i) the Floor for a Prime Loan and (ii) the Prime Rate plus 0.25%. The outstanding balance on the line of credit at June 30, 2023 and 2022 was \$- and \$747,455, respectively. The line of credit is secured by all of the Organization's assets.

8. IN-KIND REVENUE AND SUPPORT

The Organization recognizes in-kind revenue as contributions at their estimated fair value on the date of receipt. The Organization's in-kind contributions are comprised of clinical intern services. The valuation of the in-kind services is based on the time worked in various programs by individuals at rates of pay considered by management to be commensurate with others possessing their skill levels. The Organization recognized in-kind contributions for the years ended June 30, 2023 and 2022 of \$746,250 and \$140,297, respectively.

9. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following:

	<u>2023</u>	<u>2022</u>
Academic and expanded learning programs	\$ 1,539,717	\$ 1,287,684
Community and behavioral health programs	810,454	1,134,439
National service programs	281,710	124,569
Fiscal sponsorship	265,352	369,281
Youth employment programs	<u>20,411</u>	<u>67,844</u>
	<u>\$ 2,917,644</u>	<u>\$ 2,983,817</u>

Net asset with donor restrictions released from restriction during the year consist of the following:

	<u>2023</u>	<u>2022</u>
Academic and expanded learning programs	\$ 4,594,500	\$ 1,925,514
Community and behavioral health programs	1,326,617	260,410
National service programs	1,872,903	2,346,213
Fiscal sponsorship	617,530	591,261
Youth employment programs	<u>53,963</u>	<u>23,648</u>
	<u>\$ 8,465,513</u>	<u>\$ 5,147,046</u>

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

10. EMPLOYEE BENEFIT PLANS

During 2017, the Organization adopted a defined contribution retirement plan (the "Plan") under Section 401(k) of the Internal Revenue Code, that covers eligible employees who work a minimum of 1,000 hours a year. The amount of profit sharing contributions made into the Plan is discretionary in an amount as determined by the Organization. The Organization did not make any employer contributions to the Plan during the years ended June 30, 2023 and 2022.

11. COMMITMENTS AND CONTINGENCIES

Severance agreement

On June 17, 2014, the Organization executed a transition agreement with the then Chief Executive Officer, which in part, detailed his separation benefits upon his retirement and termination from the Organization. The transition agreement was subsequently superseded on September 18, 2023. The agreement calls for a one-time compensation payment of \$25,000 for the successful transition to the new Chief Executive Officer. Upon his termination and the execution of a General Release, the Organization will pay a one-time compensation payment of \$225,000 to the former Chief Executive Officer. As of June 30, 2023 and 2022, \$225,000 has been accrued for these benefits by the Organization and is included in accounts payable and accrued expenses on the statements of financial position.

Concentrations

The Organization receives a substantial amount of its support from state and federally funded programs and school districts. A significant reduction in the level of support from any of these sources could have an adverse effect on the Organization's operations. The Organization had receivables due from three entities that accounted for 42% and 41% of total receivables at June 30, 2023 and 2022, respectively.

Contingencies

From time to time the Organization may be subject to a variety of claims and suits in the ordinary course of business. As of June 30, 2023, management believes there are no such outstanding claims or suits that, individually or in the aggregate, would have a material adverse affect on the Organization's financial position, results of operations, or cash flows.

12. LIQUIDITY AND FUNDS AVAILABLE

As part of the Organization's liquidity management, it structures its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To meet liquidity needs, the Organization has cash and cash equivalents available. Contributions receivable that are considered current will be collected from donors within one year.

Bay Area Community Resources
Notes to Financial Statements
June 30, 2023 and 2022

12. LIQUIDITY AND FUNDS AVAILABLE (continued)

Monthly, the Finance Committee reviews the Organization's financial position and discusses a reasonable cash position to maintain. The Finance Committee has set a target of 5 days in cash as the minimum for 2023.

The Organization has a \$10,000,000 line of credit available for use.

The following is a quantitative disclosure which describes financial assets that are available within one year of June 30, 2023 to fund general expenditures and other obligations as they become due:

Financial assets	
Investments	\$ 55,500
Receivables	<u>25,435,022</u>
	<u>25,490,522</u>
Less: amounts unavailable for general expenditures within one year	
Financial assets with purpose restrictions	<u>(2,917,644)</u>
	<u>(2,917,644)</u>
	<u>\$ 22,572,878</u>

SINGLE AUDIT REPORTS AND SCHEDULES

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
Bay Area Community Resources
San Rafael, California

We 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 Bay Area Community Resources (a California nonprofit corporation) (the "Organization"), which comprise the statements of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended and the related notes to the financial statements, and have issued our report thereon dated October 27, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

Our 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 our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we 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 financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our 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 our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Armanino LLP". The signature is written in a cursive, flowing style.

Armanino^{LLP}
San Francisco, California

October 27, 2023



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
Bay Area Community Resources
San Rafael, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Bay Area Community Resources (a California nonprofit corporation) (the "Organization")'s 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 each of the Organization's major federal programs for the year ended June 30, 2023. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the types of 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

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's 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, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our 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 the Organization's compliance based on our 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 Uniform Guidance 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 the Organization's 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 Uniform Guidance, we:

- 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 the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's 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 Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are 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 we 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 type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of 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 type of 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.

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

Our 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 our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Armanino LLP". The signature is written in a cursive, flowing style.

Armanino^{LLP}
San Francisco, California

October 27, 2023

Bay Area Community Resources
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
<u>Expenditures of Federal Awards</u>			
Corporation for National and Community Service			
Pass-through programs from:			
AmeriCorps - BAYAC	94.006	21ACIY28-C32	\$ 1,353,075
AmeriCorps - Climate & Energy	94.006	21ACIY29-C173	911,662
AmeriCorps - California Emergency Response Corp (CERC)	94.006	20AFHY28-F216	1,307,099
AmeriCorps - California Climate Action Corp (CCAC)	94.006	20AFHY27-F217	<u>5,605,968</u>
Total Corporation for National and Community Service			<u>9,177,804</u>
U.S. Department of Health and Human Services			
Pass-through programs from:			
County of Marin Behavioral Health Services			
Block Grants for Prevention and Treatment of Substance Abuse - Alcohol and Other Drug Services	93.959	BHRS-517-22-23	2,421
Contra Costa County Behavioral Health Services			
Block Grants for Prevention and Treatment of Substance Abuse - Alcohol and Other Drug Services	93.959	74-321-20	489,753
County of Contra Costa Health Services - Mental Health Division			
Medical Assistance Programs - Mental Health Division Medi-Cal Programs	93.778	74-321-13	1,149,489
		38-040-0 /	
Community Services Block Grants - Heart Violence Prevention Program	93.569	38-040-1	44,715
Alameda County Behavioral Health Care Services			
Medical Assistance Programs - Mental Health Division Medi-Cal Programs	93.778	900802-21854	196,895
Drug-Free Communities Support Program Grants - Substance Abuse & Mental Health Services	93.276	18SP8071OA	<u>105,622</u>
Total U.S. Department of Health and Human Services			<u>1,988,895</u>
U.S. Department of Education			
Pass-through program from:			
Twenty-First Century Community Learning Centers			
Oakland Unified School District - 21st Century Grants	84.287	22-1286	681,603
		SFU-0000156650	
San Francisco Unified School District - 21st Century Grants	84.287	/ 156352	209,182
		SFU-0000156640	
San Francisco Unified School District - 21st Century Grants	84.287	/ 156356	106,713
Oakland Unified School District - 21st Century Grants	84.287	22-1286	<u>702,215</u>
Total U.S. Department of Education			<u>1,699,713</u>

The accompanying notes to the Schedule of Expenditures of Federal Awards
are an integral part of this schedule.

Bay Area Community Resources
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Labor			
Pass-through program from:			
WIOA Adult Program			
State of California EDD WIOA Subgrant	17.258	AA211086	<u>299,734</u>
Total U.S. Department of Labor			<u>299,734</u>
U.S. Department of Agriculture			
Pass-through programs from:			
County of Contra Costa Health Services - Public Health Division			
Supplemental Nutrition Assistance Grant	10.551	72-059-7	32,581
Emergency Food Assistance Program	10.569	121836	<u>40,912</u>
Total U.S. Department of Agriculture			<u>73,493</u>
U.S. Department of Homeland Security			
Pass-through program from:			
Emergency Food and Shelter National Board Program (EFSP)	97.024	121836	<u>941</u>
Total U.S. Department of Homeland Security			<u>941</u>
U.S. Department of Housing and Urban Development			
Community Development Block Grants			
Pass-through programs from:			
City of Berkeley	14.218	105564	94,964
City and County of San Francisco Mayor's Office - Portola Neighborhood			
Association- Economic Development	14.218	186171-22	<u>100,000</u>
Total U.S. Department of Housing and Urban Development			<u>194,964</u>
Total Expenditures of Federal Awards			<u><u>\$ 13,435,544</u></u>

The accompanying notes to the Schedule of Expenditures of Federal Awards
are an integral part of this schedule.

Bay Area Community Resources
Notes to Schedule of Expenditures of Federal Awards
June 30, 2023

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Bay Area Community Resources (a California nonprofit corporation) (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.

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.

3. INDIRECT COST RATE

The Organization has elected to not use the 10% de minimis indirect cost rate for federal awards. The Organization applies indirect costs in accordance with the specific terms of its federal award agreements.

Bay Area Community Resources
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
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>Name of Federal Program or Cluster</u>	<u>Assistance Listing Number</u>
Medical Assistance Programs (Medicaid; Title XIX)	93.778
Twenty-first Century Community Learning Centers	84.287
Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

Bay Area Community Resources
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

SECTION II - SUMMARY OF FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

SECTION III - SUMMARY OF FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There are no federal award findings to be reported.

Bay Area Community Resources
Summary Schedule of Prior Audit Findings
For the Year Ended June 30, 2023

There were no prior year findings.

Bay Area Community Resources

Required Communications

June 30, 2023



October 27, 2023

To the Audit Committee
Bay Area Community Resources
San Rafael, California

We have audited the financial statements of Bay Area Community Resources for the year ended June 30, 2023, and have issued our report thereon dated October 27, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 29, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Bay Area Community Resources are described in Note 2 to the financial statements. During 2023, Bay Area Community Resources adopted ASC 842, *Leases*. No other new accounting policies were adopted. We noted no transactions entered by Bay Area Community Resources during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- The estimated useful lives of property and equipment
- Allowance for doubtful account receivable
- Valuation of in-kind services
- Functional expense allocation

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no uncorrected financial statement misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. We did not identify any material misstatements as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 27, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Bay Area Community Resources financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Bay Area Community Resources auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This report is intended solely for the information and use of the Board of Directors and management of Bay Area Community Resources and is not intended to be and should not be used by anyone other than these specified parties.


Armanino^{LLP}



October 27, 2023

Armanino LLP
44 Montgomery Street, #900
San Francisco, California 94104

This representation letter is provided in connection with your audit of the financial statements of Bay Area Community Resources (the "Organization"), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of October 27, 2023, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated August 29, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
3. We acknowledge our responsibility 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.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
9. As part of your audit, you assisted with the preparation of the financial statements and related notes and schedule of expenditures of federal awards (the "SEFA"). We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
10. Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
11. All outstanding receivables balances are deemed collectible and no allowance for doubtful accounts is necessary.
12. We acknowledge that the Company properly accrued for all expenses and the amounts are complete and accurate as of June 30, 2022.
13. Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
14. We acknowledge that prior to you performing the following nonattest service of preparing the financial statements, we understood that in order for you to maintain your independence, we must assume all management responsibilities for the nonattest services, including designating a qualified individual with suitable skill, knowledge, or experience, from our senior management to oversee the nonattest services, evaluate the adequacy and results of the nonattest services. We accept responsibility for them. Therefore, we assigned Cathleen Campbell, CFO and Ann Domingo, Finance Director to oversee and evaluate the adequacy and results of the nonattest services and they have accepted responsibility for them.

Information Provided

15. We have provided you with:
 - a Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b Additional information that you have requested from us for the purpose of the audit.
 - c Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.

- d Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 16. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 17. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 18. We have no knowledge of any fraud or suspected fraud that affects the Organization and involves:
 - a Management,
 - b Employees who have significant roles in internal control, or
 - c Others where the fraud could have a material effect on the financial statements.
- 19. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, analysts, regulators, or others.
- 20. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- 21. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 22. We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.
- 23. The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 24. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 25. We have identified and disclosed to you all instances, that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statements or other financial data significant to the audit objectives.
- 26. We have identified and disclosed to you all instances, that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 27. With respect to federal award programs:

- a We are responsible for understanding and complying with, and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the SEFA.
- b We acknowledge our responsibility for preparing and presenting the SEFA and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c If the SEFA is not presented with the audited consolidated financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the independent auditor's report thereon.
- d We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal costreimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.

- j We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the independent auditor's report.
- k We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the independent auditor's report.
- l We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- m We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- n We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- o There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the independent auditor's report.
- p No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the independent auditor's report.
- q Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
- r The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- s We have charged costs to federal awards in accordance with applicable cost principles.
- t We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- u We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

- v We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
 - w We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
28. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

Ann Domingo-Szmidt

Ann Domingo-Szmidt, CFO