OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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Board Cover Memorandum

To Board of Education

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

Meeting Date June 29, 2022

Subject Expanded Learning Programs After School Program Master Contract 2022-2025 with Higher Ground Neighborhood Development Corporation

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Ask of the Board
XXApprove Services Agreement
☐Ratify Services Agreement

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

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

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

Competitively Bid Yes

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

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

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

Background

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

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

This agency has demonstrated experience and capacity in serving in the after school lead agency role. This organization successfully met all of the requirements of OUSD's Request for Qualifications process for both ASES and 21st Century programs and fee-based programs and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office. The school Principal and their team have selected this agency from a list of approved lead agency partners.

Attachment(s)

- Expanded Learning Programs After School Program Master Contract 2022-2025 with Higher Ground Neighborhood Development Corporation
- Request for Proposal 21-104ASP and Vendor Bid Materials

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

Higher Ground Neighborhood Development Corporation

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Higher Ground Neighborhood Development Corporation ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at the OUSD school sites identified in the Scope of Work(s) to be incorporated into this MOU by reference. A summary of Agency after school programs to be offered during the school year ("SUMMARY") is attached hereto as Exhibit A. Summer programs will be selected through a Scope of Work at a later date, based on OUSD needs and site availability, and subject to Board approval. Identification of summer programs is anticipated in February of each year and after-school providers will be assigned to OUSD schools to facilitate summer programming.

2. **Scope of Work**. The Scope of Work consists of the approved Annual Budget Tool and Annual Expanded Learning Opportunity Program Planning Tool, templates of which are attached hereto as Exhibit B. There shall be a Scope of Work for each separate school site served by AGENCY. The term of the Scope of Work shall not exceed one year. OUSD and AGENCY shall ensure that a Scope of Work is executed for each identified school site no later than 30 days prior to the date on which services under that Scope of Work are scheduled to begin. By approving this Master Contract, and the Scope of Work templates and Summary attached hereto as Exhibits A and B, the OUSD Board of Education ("BOARD") delegates to the Executive Director of Community Schools and Student Services ("CSSS Executive Director") the authority to approve and amend individual Scopes of Work for after school programs during the school year without further Board action required. Any Scopes of Work or amendments that will exceed the approved amounts in the SUMMARY require Board approval.

3. These services will be funded by one or more of the following grants:

   - California Department of Education ("CDE") After School Education and Safety Program ("ASES")
   - US Department of Education 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 MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASES and 21st CCLC funds.
   - Private grants

4. **Term of MOU.** The term of this MOU shall be July 1, 2022, through July 31, 2025.

5. **Termination and Suspension.**

   5.1. **Termination for convenience by OUSD**. The BOARD may at any time terminate this MOU or any Scope of Work entered into pursuant to Section 2 of this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. The OUSD After Schools Program shall

also annually review the AGENCY'S performance and bring recommendations to terminate the AGENCY to the Board.

5.2. **Termination for cause by OUSD**. In addition, OUSD may terminate this MOU or any Scope of Work entered for cause should AGENCY fail to perform any part of this MOU. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the BOARD, in which case this Agreement would terminate upon ratification of the termination by the BOARD or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost for the services through the end of the Term identified in Section 3.

5.3. In the event of termination or suspension, AGENCY must, upon request, follow all transition protocols and actively participate in the transition process, attend all transition meetings, promptly turn in all keys and key fobs, transfer custody of all records, and inventory of all after-school supplies.

5.4. **Suspension**. If OUSD, at its sole discretion, develops health and/or safety concerns related to the AGENCY's provision of services, then the CSSS Executive Director may, upon approval by OUSD legal counsel, issue a notice to AGENCY to suspend the Agreement or Scope of Work, in which case AGENCY shall stop providing services under the Agreement until further notice from OUSD. OUSD shall compensate AGENCY for services satisfactorily provided through the date of suspension. During the period of suspension, OUSD may procure services from another agency.

5.5. **No Premature Termination by AGENCY.** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change. In the event AGENCY ceases to provide required services prior to the end of the MOU term, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost through the end of the Term identified in Section 4. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.

6. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES, and 21st CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three year grant totals for each school site identified in Exhibit A. The three year not-to-exceed amount for this MOU is $ 1,057,836.00 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

6.1. **Total Compensation. Subject to the provisions of 6.2 Positive Attendance and the provisions of 6.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Funding will be contingent on CDE grant allocations. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and training and in continuous quality improvement efforts.**

6.2. **Positive Attendance.** Payment for services rendered related to the ASES, 21st CCLC, ASSETS, and ELO-P grants shall be based on actual student attendance rates ($10.18 a day per student through ASES, 21st CCLC, ASSETS and ELO-P.), not estimates, as those programs are "positive

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

6.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds**. OUSD will adjust the payment of the "positive attendance based" grants based on a quarterly review of monthly invoices and attendance for services rendered related to the ASES, 21ST CCLC (Core Grant), ASSETS, and ELO-P for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of an additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

6.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance-based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 6.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).

6.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP 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 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASES, 21st CCLC, ASSETS, and ELO-P grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASES and 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 that are 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. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD and AGENCY, before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the

requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

6.7. **Program Fees.** The intent of the ASES, 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 who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Any site receiving 21st Century Community Learning Center (CCLC) and ASSETS must report all fees collected (i.e.- registration fees, family fees, application fees, etc.) to OUSD After-School Program Office for CDE reporting.

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

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

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

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

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

- beginning of year self-assessment using Truth, Hope, Change, Curiosity tool
- planning with data (using self-assessment and other program data as available)
- development of quality action plan with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

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

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

7.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASES and 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.

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

7.4. **Program Requirements**

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

7.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2022–2023 through the 2024-2025 school years**.** AGENCY will close the ASES, 21st CCLC and ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2022-2023 through the 2024-2025 school years for staff professional development, as permitted by Education Code. Programs that receive 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.

7.4.3. **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.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities

based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after-school program, and summer program if summer program is provided.

- **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at all schools site receiving Equitable Access funding to support full access to program components.
- **Supplemental and Summer Services**. In all programs receiving 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.

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

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

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

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

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

7.4.3.1.5. Provide annual training to AGENCY.

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

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

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

7.4.3.2.3. Ensure meal count is accurate;

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

7.4.3.2.5. Return leftovers to the cafeteria;

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

7.4.3.2.7. Ensure that meals are not removed from campus

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

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

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

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

7.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged OUSD's current meal costs that OUSD is unable to claim due to AGENCY's failure to comply with program requirements: The current costs for the 2021-2022 school year are below; these amounts may change throughout the life of the agreement.

7.4.3.4.1. Super Snack: $3.66

7.4.3.4.2. Supper: $3.66

7.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.

7.4.3.6. In accordance with guidance provided by the California Department of Education, in the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), OUSD may fulfill its above-described obligations to provide after-school meals, snacks, and/or beverages through a "grab-and-go" meal distribution program, in which case AGENCY shall not be responsible for distributing after-school meals, snacks, and/or beverages.

7.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20 for elementary, middle, and high school programs, with no more than 20 youth for each qualified, adult staff supervisor. TK-K programs must operate on a 1:10 staff to youth ratio.

7.4.5. **Remote Provision of Services.** In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.

7.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:

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

- Financial reports
- Activity reports
- Outcomes reports: behavioral and academic

- Staff Qualifications

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

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

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

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

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

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

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

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

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

- Community organizations and public agencies

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

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

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

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

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

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

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

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

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

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

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

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

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

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

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

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

8.3.7. **Supervision**

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

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

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

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

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

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

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

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

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

8.3.10. Vendor is licensed to provide all proposed activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

8.5.3. **Swimming Activities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASES, 21st CCLC, ASSETS, & ELO-P grant funds contracted to AGENCY by OUSD for the fiscal year 2021-2022. AGENCY will function as a sub-recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub-recipient guidelines for the federal 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. 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-Pgrants, with a cumulative total for 2022-2025 not to exceed the amount identified in Section 6, and in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 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**.** OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

11. **Ownership of Documents**. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES, 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 2022-2023 through the 2024-2025 fiscal years to reflect additional changes resulting from such legislation.

13. **Conduct of Consultant**

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

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

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

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

13.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48-semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on-site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching, and preparation time to enable staff and agent performance to meet the goals of the ASES/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 F is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of a change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

13.4. **Drug-Free / Smoke-Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees, and or subcontractors.

13.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

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

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

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

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

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

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

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

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

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

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

OUSD

Name:	Martha Pena
Site/Dept:	922/Community Schools and Student Services Department
Address:	1000 Broadway, Suite 150
City, ST Zip:	Oakland, CA 94607
Phone:	510-879-2457
Email:	martha.pena@ousd.org

AGENCY

Name:	Amber Blackwell
Title:	Administrative Director
Address:	6441 Herzog Street
City, ST Zip:	Oakland, CA 94608
Phone:	510-655-6454
Email:	higherground_ndc@yahoo.com

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

17. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

18. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

19. **Program Books and Supplies.** Supplies can be purchased by OUSD and by the Lead Agency. A Lead Agency cannot exceed $2,500 in supply purchases. Supplies to be used in both the school day and after-school program must be jointly funded, with a maximum of 50% applied to ASES/21st. All supplies purchased with grant funding are and remain the property of OUSD and must remain at the site.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

	6/30/2022
☒ President, Board of Education	Date
☐ State Administrator	
☐ Superintendent	

	6/30/2022
Secretary, Board of Education	Date

DocuSigned by:
Andrea Bustamante
806EC2B9F1FE4AB...

	5/31/2022
Executive Director	Date
Community Schools and Student Services Dept.	

DocuSigned by:
Sondra Aguilera
B072CB8033AD406...

	5/31/2022
Chief Academic Officer	Date
Continuous School Improvement	

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

AGENCY

DocuSigned by:
amber blackwell
AF47339DE351411...

	5/31/2022
Agency Signature	Date

Amber Blackwell, Administrative Director
Print Name, Title

Attachments:

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

Legislative File ID: 22-1491

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

After-School Sites:

School Site Name:	Projected After-School Enrollment Numbers:	Projected Three Year Grant:
E. Oakland Pride Elementary	123	$1,057,836.39
	Total:	$1,057,836.39

Exhibit B

Blank Template of PPT and Budget Tool

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

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2022-2023

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

@

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

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

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

ENROLLMENT PROCESS & TIMELINE

Instructions:

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

Please check the box below after completing the above instructions

☐ **Enrollment Timeline has been uploaded to the Program Plan folder**

Important dates to include in your timeline
April - June*: Spring enrollment for 2022-2023 programs.*
Families will be notified of 2022-2023 after-school enrollment before the ***last day of school****, May 27, 2022.*
After-school programs begin on the ***first day of school*** *when enrollment is at a minimum 75% capacity.*
August - September*: new school year enrollment of families for remaining program slots.*
The remaining program slots will be filled by ***September 30, 2022****, except for slots reserved for transitional students (i.e., Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year*
All programs must maintain ***waitlists*** *for grades 7-12 after program slots are filled. There should be no waitlists for grades*

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

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

SECTION 3b: GOLDEN TICKET
Who can receive the Golden Ticket? Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a *Golden Ticket*. Transitional students are by definition: - Any OUSD student who is a homeless youth, as defined by the federal ***McKinney-Vento Homeless Assistance Act** (42 U.S.C. Sec. 1143a)*, who is in foster care, or is designated as an unaccompanied minor. - Any OUSD student who identifies as a newcomer, refugee or as an asylee.***Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)*** *- Establishes the definition of homeless used by schools* *- Ensures that children and youth experiencing homelessness have immediate and equal access to public education* *- Provides for educational access, stability, and support to promote school success* *- Needed to address the unique barriers faced by many homeless students*

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

Respond Below:

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

Respond Below:

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

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

Respond Below:

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

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

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

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

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

Respond Below:

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

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

Respond Below:

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

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

i. **Any before care offered for TK- 6th grade**

ii. **Class/Activity title i.e. African Dance, not just enrichment**

iii. **Day and time offered**

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

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

Academic Alignment with School Day and District Priorities

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

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

OUSD Student Learning Goals:

1- All students build **relationships** to feel connected and engaged in learning

2- All students continuously grow towards meeting or exceeding standards in **English Language Arts**

3- All students continuously grow towards meeting or exceeding standards in **Math**

4- English Learner students continuously develop their language, reaching **English Fluency** in 6 years or less

5- All students grow a year or more in **Reading** each year

6- All Students graduate college-, career-, and community-ready

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

Respond Below:

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

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

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

POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

Fill out this Google Form to identify where your program is with's quality standards. Google Form

Resources:

Definitions: CDE Quality Standards

Unpacked: CDE Quality Standards & CQI Spectrum

Scoring Key: CDE Quality Standards & CQI Process

PROGRAM SELF-ASSESSMENT TRUTH * HOPE * CHANGE * CURIOSITY (TH3C)			
Indicate which stakeholders who participated in the Program Self-Assessment in 2021-2022	☐ Internal evaluator ☐ District administrator ☐ Program director ☐ Parents/guardians ☐ Advisory group	☐ External evaluator ☐ Certificated staff ☐ Site coordinator ☐ Students ☐ Other stakeholders:	☐ School administrator ☐ Classified staff ☐ Site-level/line staff ☐ Community partners

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

Please use this template to help you identify your truth.

Respond Below:

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

Respond Below:

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

Respond Below:

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

Respond Below:

CELEBRATE

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

Respond Below:

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

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

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

ELO-Program Elements:

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

Expanded Learning Priorities

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

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

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

☐ Expanded Learning Provider ☐ OUSD School Staff ☐ Early Childhood Staff

Program Information:

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

Expanded Learning Program Hours: Start Time: End Time:

List Activities Below:

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

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

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

☐ Expanded Learning Provider ☐ OUSD School Staff

Program Information:

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

List Activities Below:

☐	Before School Care	☐ Other:
☐	OAL Sports	
☐	RJ Program	
☐		

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

Total ELO-P Funding	
$0.00	TK-K Expanded Learning Programs
$0.00	Access to Expanded Learning Programs for **ALL**
$0.00	Total Services

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

SECTION 7: Facilities

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

(b) **Lead Agency Director, will go into Facilitron website to complete facilities usage requests no later than May 15, 2022.** Visit 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.

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

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

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

SECTION 8a: PROGRAM FEES		
Will this expanded learning program charge program fees for 2022-2023		☐ **Yes** ☐ **No**
If, **"YES, program fees will be charged,"** *please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.*		
Principal	**Lead Agency**	**ASSURANCES**
		Our program **will not turn away** any eligible students from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation
		Our program will **communicate** in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay. Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand. **This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials.** ***Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.***
		Our program will publicize the **program fee structure** in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).
		Our program shall not charge a fee to a family for a child if the program once notified that the child is a **homeless youth**, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), **or for a child who the program knows is in foster care.** Fees can not be charged to any unduplicated student.
		Our program will provide **receipts** to parents/guardians for each payment made.
		The lead agency will **manage funds** raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing the amount collected from program fees and expenditures. This will be turned in quarterly.
		The Use of Fees: Any fees collected by programs shall be used for program activities, services for students, and program administrative costs. CDE guidance calls for all programs to "keep accurate records of fees collected, and fees should be tracked separately from the grant funds received." Keep documents in the event of an annual financial audit and/or Federal Program Monitoring (FPM). Families who receive free and reduced lunch should be prioritized for no cost program admission.

SECTION 8b: PROGRAM FEES (Continued)	
Describe how the school/program plans to collect program fees and who will be exempt from paying fees or receiving a reduced fee?	
Describe how all fees collected will be used for expanded learning programming.	
Describe how fees will be communicated to school leaders/school community.	

Instructions:

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

Please check the box below after completing the above instructions

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

OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements 2022–2023

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

Expanded Learning Safety and Emergency Planning

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

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

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

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

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

Yes ☐
No ☐

Facility Keys

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

Yes ☐ No ☐

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

Culture Keeper Staffing

Check One:

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

2022-23 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

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

3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0.00			0.00			0.00			0.00					
3000's	Lead Agency benefits (rate: 25%)			0.00													
	Total benefits		**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
BOOKS AND SUPPLIES																	
4310	Supplies (OUSD only, except for Summer Supplemental)		0.00													0.00	0.00
4310	Curriculum (OUSD only)		0.00													0.00	**0.00**
5829	Field Trips		0.00													0.00	0.00
4420	Equipment (OUSD only)		0.00													0.00	0.00
	Bus tickets for students																
	Professional Development for Site Staff			500.00													
	Total books and supplies		**0.00**	**500.00**		**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
CONTRACTED SERVICES																	
5825	Site Coordinator (list here if CBO staff)		0.00	0.00													
5825	Academic Instructors (List each staff position individually)																
5825	Enrichment Facilitators (List each staff position individually)																
5825	Subcontractors (please list each specific subcontracting agency)			0.00													
5825	STEM instructors																
5825	College/career readiness facilitator (recommended for MS)																
5825	Other Staff			0.00													
5825	Family Liaison (recommended for 21st Century sites)																
5825																	
5825	Mental Health consultant (optional)		0.00														
5825	Staff time to participate in Continuous Quality Improvement process																
5825																	
5825																	
5825																	
	Total services		**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
IN-KIND DIRECT SERVICES																	
																0.00	0.00
																0.00	

	Total value of in-kind direct services															**0.00**	**0.00**
LEAD AGENCY ADMINISTRATIVE COSTS																	
	Lead Agency admin (4% max of total contracted $)			0.00			0.00			0.00			0.00				0.00
SUBTOTALS																	
	Subtotals DIRECT SERVICE	**####**	**0.00**	**500.00**	**###**	**0.00**	**0.00**	**###**	**0.00**	**0.00**	**###**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Subtotals Admin/Indirect	**####**	**0.00**	**0.00**	**###**	**0.00**	**0.00**	**##**	**0.00**	**0.00**	**##**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**
TOTALS																	
	Total budgeted per column		0.00	500.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
	Total BUDGETED	**####**	500.00		**###**	0.00		**##**	0.00		**##**	0.00		0.00	0.00	0.00	0.00
	BALANCE remaining to allocate		**-500.00**			**0.00**			**0.00**			**0.00**					
	TOTAL GRANT AWARD/ALLOCATION TO SITE		**0.00**			**0.00**			**0.00**			**0.00**					

ASES MATCH REQUIREMENT: ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	0.00
Facilities count toward 20% of this match requirement:	0.00
Remaining match amount required:	0.00
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	0.00
Total Match amount left to meet:	0.00

Required Signatures for Budget Ap

Principal:		Date:
Agency:		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 invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.

- All attendance must be entered into Aeries Student Information System and all copies of sign-in/sign-out sheets must be uploaded into the site's deliverable Google folder.

- To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including a number of hours worked and the hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**

- All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.

- Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.

- Invoices and attendance for the month are due in the After School Programs Office no later than 5:00 p.m. on the 10th of the following month.

- **Invoices should be accompanied by one Invoicing and Staff Qualifications form per school site.**

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

Exhibit C (2)

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

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 to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ***Union Contract rate for teachers on extended contracts is $38.50/hr.***
- Once the Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.
- Timesheets should be submitted to the After School Programs Office no later than the last working day of any month for payment at the end of the following month.

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

Exhibit C (3)

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

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 KeeperET/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 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): 04/01/2022

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

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PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

11 WGM Property Owner, LP is included as additional insured if required by written contract and per form attached to the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

11 WGM Property Owner, LP
1960 Mandela Pkwy
Oakland CA 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

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INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Alameda, its Board of Supervisors, the individual members thereof, and all County offices, agents, employees and representatives are included as Additional Insured if required by written contract on the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

Alameda County Public Health
1000 Broadway, Ste 500
Oakland CA 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

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INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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								$
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							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alameda County Source Reduction and Recycling Board and The Alameda County Waste Management Authority are included as Additional Insured if required by written contract on the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

Alameda County Source Reduction & Recycling Board and
The Alameda County Waste Manag
1537 Webster Street
Oakland CA 94612

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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3697 Mt. Diablo Blvd, Ste 100
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CONTACT NAME: Jenna Halsey
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							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
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							E.L. EACH ACCIDENT	$
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SKB PM I California Limited Partnership, SKB PM I General Partners, ScanlanKemperBard Companies. American Steel Owner, LLC, American Steel GP, LLC, American Steel Venture Limited Partnership, American Steel Building, Poplar Street Building, Pacific Pipe Building, Peralta Building, American Steel Owner, LLC, ScanlanKemperBard Companies, LLC, BDS IV Mortgage Capital J LLC and each of their respective owners, affiliates and subsidiaries (collectively, the "American Steel, LLC Parties") and each of the American Steel, LLC Parties' respective agents, officers, directors, employees, partners, members, successors and assigns (collectively, and together with the American Steel, LLC Parties, the "Additional Insureds") are included as additional insured if required by written contract and per form attached to the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER
American Steel Owner, LLC c/o ScanlanKemperBard Companies, LLC
222 SW Columbia Street
Suite 700 - SKB
Portland OR 97201

CANCELLATION
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E-MAIL ADDRESS: jenna.halsey@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Bay Area Technology Academy is included as additional insured as respects to written contract with named insured and is subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Bay Area Technology Academy
8251 Fontaine Street
Oakland CA 94605

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2022

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

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

PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

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INSURER A : NOVA Casualty Company	
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INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Black Cultural Zone Community Development Corporation, the individuals, members thereof, and all employees, and representatives are included as additional insured if required by written contract and per form attached to the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

Black Cultural Zone Community
Development Corporation
8495 Pardee Drive #6006
Oakland CA 94621

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2022

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PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

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INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **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.

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A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Certificate issued for insurance informational purposes only.

CERTIFICATE HOLDER

Higher Ground Neighborhood Develpment

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Hold KIPP and its directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, claims arising from death or personal injury, attorneys fees, and taxes and insurance contribution for which the Consultant has responsibility plus penalties and interest, which may arise directly or indirectly from; any breach by the consultant of this agreements; any other act or omission by the consultant; any claims to the effect that the consultants deliverable violate the intellectual property right of any third parties; any claims by supplies, creditors, or other persons in a relationship with the consultant: or any claims relating to tax, insurance contributions, workers' compensation law or other applicable to the consultant. The consultant will have no obligation to indemnify KIPP to the extent the liability is caused by KIPP's gross negligence or willful misconduct are included as Additional Insured if required by written contract and per form attached to the General Liability Policy with respect to the

CERTIFICATE HOLDER
KIPP Bridge
1700 Market Street
Oakland CA 94607

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00090261

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services of California, Inc	Higher Ground Neighborhood Development Corp.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

operations of the Named Insured.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2022

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3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
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INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
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							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
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A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
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							E.L. EACH ACCIDENT	$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Oakland Unified School District, its Board Members, directors, officers, agents, and employees and volunteers are included as Additional Insured if required by written contract on the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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3697 Mt. Diablo Blvd, Ste 100
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CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
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INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Paramount Property Company is included as additional insured if required by written contract and per form attached to the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

Paramount Property Company
2001 Broadway, Suite 160
Oakland CA 94612

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2022

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

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

PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Each Abuse or Molestation Offense Limit: $1,000,000; Abuse or Molestation Aggregate Limit: $2,000,000 (Limits apply Separately from GL Limits referenced above)

RE: Transformative Climate Communities Implementation Grant from the Strategic Growth Council

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as Additional Insured for General Liability where required by written contract or agreement with respect to the operations of the Named Insured, per attached form AGL09340717.

CERTIFICATE HOLDER

The City of Oakland
1 Frank Ogawa Plaza
3rd Floor
Oakland CA 94612

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

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INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Abuse and Molestation: Policy Number CF1-ML-10000567-02; TERM 3/14/2020-21; Insurer "A" listed above
Each Abuse or Molestation Offense Limit: $1,000,000; Abuse or Molestation Aggregate Limit: $2,000,000 (Limits apply Separately from GL Limits referenced above)

The City of Oakland, its council members, directors, officers, agents, and employees and volunteers are included as Additional Insured for General Liability where required by written contract or agreement with respect to the operations of the Named Insured, per attached form AGL09340717.

CERTIFICATE HOLDER
The City of Oakland
150 Frank H Ogawa Plaza #4353
Oakland CA 94612

CANCELLATION
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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
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3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jenna.halsey@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Each Abuse or Molestation Offense Limit: $1,000,000; Abuse or Molestation Aggregate Limit: $2,000,000 (Limits apply Separately from GL Limits referenced above)

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CERTIFICATE HOLDER

The City of Oakland - Bureau of Planning
250 Frank Ogawa Plaza
Suite 3315
Oakland CA 94612

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	
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INSURER D :	
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INSURED
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1161 64th Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
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							GENERAL AGGREGATE	$ 2,000,000
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								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
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							E.L. DISEASE - EA EMPLOYEE	$
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B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

The Regents of the University of California, c/o Office of Risk Management is included as Additional Insured if required by written contract on the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

The Regents of the University of California
c/o Office of Risk Management
613 University Hall CA
Berkeley CA 94720

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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PRODUCER
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3697 Mt. Diablo Blvd, Ste 100
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CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
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INSURER E :	
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COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CF1-ML-10000567-05	03/14/2022	03/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-6	03/24/2022	09/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-05	03/14/2022	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-05	03/14/2022	03/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

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

Ultimate Sports Academy is inlcuded as additional insured with respect to General Liability per written contract.

CERTIFICATE HOLDER

Ultimate Sports Academy
3442 Adeline St
Oakland CA 94608

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Exhibit E

Statement of Qualifications

INSERT HERE

STATEMENT OF QUALIFICATIONS

	School Year	Site	Comprehensive After School Programming	D	E
1	2019-2022	EastOaklandPride Elementary	Developmental Rec	Comprehensive After School Program	
2	2014-2017 2018-2020	KIPP Bridges Elementary School		Grade Level Collaborative Support-Physical E	
3	2017-2020	Bay Area Technical Academy		Comprehensive After School Program	
4	2016-2020	Northern Light School	•	Comprehensive After School Program Coordin ation Implementation	
5	2004-2022	New Highland Elementary School	•	Comprehensive After School Community Schools Coordination Developmental Recess	
6	2016-2022	Parker Elementary	• •	Comprehensive After School Program Implementation	Coordination
7	2004-2019	Sobrante Park Elementary School	•	Comprehensive After School Program Implementation	Coordination
8	2016-2020	Sacramento Unified School District. Extended Day	•	Comprehensive After School Program Implem	Coordination
9	2016-2018	Melrose Leadership	• •	Developmental Recess Behavioral Health	
10	2015-2018	Bel Air Elementary School	• •	Developmental Recess	
11	2008-2018	BrookfieldElementary School	• •	Comprehensive After School Program Implementation	Coordination
12	2014-2017	Rise Elementary School	• •	Developmental Recess	Coordination Education
13	2013 - 2015	Castlemont Prep Academy	• •	Developmental Recess	
14	2004-2014	Allendale Elementary School	•	Comprehensive After School Program Coordin	
15	Fall 2010 onl	Marshall Elementary School	•	Fiscal Agent	
16	2006 - 2010	E. Morris Cox Elementary School	•	School Day Behavioral Health Program	

	2006-2008	Jefferson Elementary School	•	After School SES Coordination
1	2003 - 2005	Fruitvale Elementary School		After School Behavioral Health Group
2	2003	Oakland Unified School District	•	OUSD granted HGNDC a license to operate a K-5 public com munity schools elementary Charter school called Lotus Agric
3	2002	Higher Ground Neighborhood De velopment Corp.	•	Receipt of 501 (c) (3) from State of California
4	2000	Secured California Charter School Planning Grant	• •	Granted 30K for the planning of an Oakland Unified School C ommunity Schools k-5 Charter.

Property of Higher Ground NDCRevised 8.30.2017 by: Amber Blackwell

HIGHER Oakland. California 94608

GROUND www.higherground ndc.com

Confirmation Letter

March 16, 2022

To Whom It May Concern:

Higher Ground Neighborhood Development Corp performs a thorough screening of all employees and consultants that work with children on a school or community-based site. We keep current proof of negative TB and COVID (optional) results on file with our Human Resources Department for said employees and consultants. We conduct FBI/DOJ level fingerprint/criminal background clearances with Live Scan for each employee and consultant that has contact with children or families through after school program. We receive subsequent background check information. Employees or consultant is considered as one of our ratio team members regarding Oakland Unified School District's.

In order to maintain compliance with California State laws for mandated reporters, a training course will be provided for all staff working with children to complete. Higher Ground agrees to have staff complete yearly trainings to satisfy AB 1432.

With ASES funding, they must also meet the OUSD educational requirements by providing proof that this requirement has been met in the form of transcripts and/or "Pass Letter" or copy of ID certification card from OUSD or Alameda County Office of Education.

Thank you,

Amber Blackwell, M.A.

Administrative Programmatic Operations Director

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

_____

□ President, Board of Education
□ Superintendent or Designee

_____

Secretary, Board of Education

AGENCY

_____

EMPLOYEE

_____

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-104ASP

EXPANDED LEARNING
FOR AFTER SCHOOL PROGRAMS

*** Submit proposals and all questions/inquiries to:**

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Martha Pena

1000 Broadway, Suite 150

OAKLAND, CA 94607

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

email: martha.pena@ousd.org
phone: (510) 879-2457

Proposals Due:
6/30/2021 at 2:00 PM

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

2021

OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Expanded Learning Lead Agency Request for Qualifications

EXPANDED LEARNING OFFICE

WWW.OUSD.ORG

OUSD RFQ Application Submission Instructions and Deadline

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

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

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

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

Request for Qualifications RFQ - 2021

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

B. Schedule

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

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

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

C.Required Supporting Documentation

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

1) One (1) sample Expanded Learning Program weekly schedule - Please list all activities with a short description of each activity

2) Program budget pertaining to the program schedule (see Application Question 2 in Appendix II for details)

3) Profit and loss statement and/or Copy of 2020 990 Tax Form

4) Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)

5) Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)

6) Copy of organization's 501(c)(3) letter

7) Bank Statements to show proof of operating cash reserves (see Application Question 2 in Appendix II for details)

8) Job description for Site Coordinator and Program Instructor

9) Copy of IRS Letter Certifying Tax Exempt Status

10) Proof of "Active" status with the office of the California Secretary of State

11) Board Roster and Minutes – Include the current board roster indicating officers and affiliations as well as Minutes from the 2020-2021 school year.

12) Signed Letter of Agreement (see Section N)

13) Most recent audited financial statements within 2 years and summary of the audit findings

14) Letters of Reference (maximum of 2)

15) Documents demonstrating fulfillment of minimum qualifications (see Section M)

16) Certificate of current insurance

D. Introduction and Overview

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

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

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

Term of the List of Qualified Agencies

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

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

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

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

Overview of OUSD Expanded Learning Programs

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

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

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

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

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

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

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

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

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

E. Funding

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

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

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

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

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

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

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

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

Other considerations for the allocations of funds

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

day and facilitate programming for at least 15 hours a week until at least 6:00 pm.
- OUSD High School ASSETS base grants can be used to operate programs before school, after school, weekends and during summer/intersession in accordance with grant guidelines.
- Some sites may also receive 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.

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

F. OUSD Expanded Learning / Program Operation

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

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

Below is an outline of operational requirements.

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

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

G. Base-line Expanded Learning Program Requirements

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

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

An expanded learning program must include the following:

- To satisfy **ASES Funding**:
  - Educational and literacy component to provide tutoring and/or homework assistance,
  - Educational enrichment component and,
  - Daily physical activity/recreation component and

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

- To satisfy **ASSETs**:
  - Educational and literacy component to provide tutoring and/or homework assistance,
  - Educational enrichment component,
  - Physical activity/recreation component, and

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

Required Program Hours

- Elementary and Middle School After-School Programs must operate 5 days/week, for at least 15 hours/week, commencing immediately at the end of the regular school day and run until at least 6 p.m.

- High School After-School Programs must operate a minimum of 15 hours/week

- Summer School Programs need only comply with legislative or funder requirements

- OUSD's Expanded Learning Programs Office (ExLO) has established early release policies that must be implemented at each expanded learning and/or summer program. Further details of required hours and attendance expectations are located in the MOU.

H. Staffing

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

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

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

I. Enrollment, Attendance and Evaluation Documentation

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

a. Enrollment: Approved Lead Agencies must be familiar with CDE guidelines of ASES, 21st CCLC, and ASSETs Programs when working with a unique population defined as foster youth, MicKinnery-Vento, and students qualify with free-reduced lunch status. Lead Agencies must prioritize enrollment for any child that is homeless, defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Lead agency will work with the school site administrator to develop a written enrollment policy. The enrollment policy needs to include, but not be limited to, enrollment priorities, application process, and acceptance notification, waitlist procedures, behavior guidelines, parental expectations, student expectations, procedure for removing students from expanded learning programs, and so on. Approved Lead Agencies are required to provide the written enrollment policy to all families who apply for the program.

b. Attendance: Approved Lead Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with the Expanded Learning Office and CDE. All attendance documentation shall be closely monitored, and managed for accuracy by the Site Coordinator and/or occasional audit request by the district and CDE. This includes accurate completion and daily maintenance of student sign in/out sheets, weekly inputting of attendance data into the OUSD online system, and monthly submission of scanned electronic attendance records to OUSD ExLO. Lead Agencies are also responsible for conducting internal audits of attendance records to ensure that program sites maintain accurate, verifiable data on student attendance. All program records must be maintained for five years for auditing purposes.

J. Contract and Payments

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

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

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

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

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

K. Guidelines for Charging Fees

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

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

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

L. RFQ Process

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

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

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

1) **Highly Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *all* Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. This *highly recommended* status will be valid for up to 3 years, depending on the organization's successful results in OUSD's annual Lead Agency evaluation process.

2) **Conditionally Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *most, though not all*, of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *conditionally recommended* status will be provided with specific feedback from the RFQ Review Team on areas of responsibility where the organization has not adequately demonstrated effective capacity. This *conditionally recommended* status will be valid for up to one year. Within that year, the community organization will be asked to provide the OUSD EXLO with additional evidence of its ability to fulfill all Lead Agency responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFQ Review Team. At the end of this first conditional year, the community partner will be re-assessed by the OUSD EXLO team and re-categorized as *highly recommended*, *conditionally recommended*, or *not recommended*. Re-assessment will include results of the annual Lead Agency evaluation process, if the organization is currently serving as a Lead Agency.

3) **Not Recommended:** Community organization has not adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill most of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *not recommended* status will not be included in the list of qualified community organizations that will be shared with Principals and stakeholders. An organization receiving this *not recommended* status may submit another Lead Agency RFQ at a future date when the OUSD ASPO opens up a new RFQ cycle, if the organization has made significant improvements in strengthening its capacity to serve in the Lead Agency role. Organizations can appeal by following the instructions in the appeals process described in Appendix V.

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

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

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

M. Minimum Qualifications

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

Lead Agency: Elementary School

Lead Agency: Middle School (including K-8)

Lead Agency: High School

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

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

- Providing program services to the students in the service category (ies) being applied for. Specifically, evidence of a positive track record of the capacity to effectively coordinate the entirety of a school's afterschool and/or extended learning year-long program as well as successful collaboration with the school site administrator, faculty and staff.

- Agency administrative capacity to comply with compliance and fiscal policies of the OUSD and CDE, including: agency administration manual; fiscal and personnel policies; attendance records; cost allocation plans, etc.

- Hiring, retention, and provision of professional development of appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.

- Capacity to effectively engage a large number of diverse students on an ongoing basis who

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

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

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

N. Application Submission Contents

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

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

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

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

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

O. Application Submission Details

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

All applications will be submitted electronically:

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

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

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

FORMAT

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

P. Evaluation and Selection

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

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

Evaluation Rubric

Performance Area	Expectations for Highly Recommended Lead Agencies
Organizational Capacity and District Alignment **(25 Points)**	• Agency has a clear mission and vision that complements OUSD's vision for community schools and college, career, and community ready students. • Agency can clearly articulate how expanded learning partnership with Oakland schools makes sense for their organization, and why they are well positioned to engage in partnership with OUSD. • Agency has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges. • Agency has extensive experience working in partnership with school sites and district leaders. • Agency has organizational experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies. • Agency has the capacity to serve OUSD's diverse student demographics.
Fiscal Management and Resource Development **(25 Points)**	• Agency has accurate documentation that highlights how the Lead Agency will allocate funds to run quality expanded learning programs based on grant requirements detailed in the funding description. i.e. 1:20 ratio etc. • Agency has a strong budget template that clearly illustrates staffing costs, a salaried full time coordinator, supplies, administrative costs and additional contributions to enhanced programming. • Agency clearly describes how they will secure additional funding to match the contracted funds. • Agency is able to clearly describe its systems, structures and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record keeping for auditing purposes. • Agency has audited financial statements and can produce accurate fiscal reports upon request.

Agency Infrastructure **(25 Points)**	• Agency has an organizational chart that supports successful program implementation and clearly describes agency staffing systems, and processes that will ensure that all Lead Agency responsibilities will be fulfilled effectively and with fidelity. • Agency has designated administrative systems and procedures in place to ensure that expanded learning programs are operating in full compliance of requirements set forth by OUSD and the California Department of Education (CDE). • There is clearly at least one designated manager/director level staff person in the agency that is the primary point of contact for the OUSD expanded learning partnership. This individual regularly participates in all district expanded learning collaborative meetings, required professional development, and is regularly present at program sites to support the site coordinator and the school partnership. • Agency shows capacity to hire and support a clearly designated coordinator at each school site to facilitate and maintain active collaboration with the school site administrator and other school faculty.
Youth Development Expertise and District Alignment **(25 Points)**	• Agency's program model clearly supports youth development. Agency provides descriptions of successes and challenges serving Oakland youth. • Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including: structured development plans; • Agency utilizes district opportunities, other partners and the greater community to continuously innovate and grow their youth development practices to better serve the community.

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

Q. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

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

Change Notices

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

Failure to Object to Errors and Omissions in Application

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

Financial Responsibility

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

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

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

Reservations of Rights by the District

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

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

applications;

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

No Waiver

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

R. Standard Contract Provisions

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

APPENDIX I: RFQ Application

2021 OUSD Request for Qualifications Application (Template)

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

Cover Sheet Template:

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

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

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

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

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

Signature: _____ Date: _____

APPENDIX II: Application Questions

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

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

- OUSD's mission is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent educators, every day. Our vision is that all Oakland Unified School District students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success. Please explain why your organization is uniquely positioned to engage in partnership with the OUSD Expanded Learning Office to serve students. What is your organization's mission and vision and how does it align with OUSD?

- Describe your experience and approach to serving the Oakland community and/or other communities with similar demographics, assets, challenges, etc. Discuss your background working with Oakland families and other community partners. (Reference the supporting documents required under Eligible Applicant Qualifications Appendix III to support your experience).

- OUSD Expanded Learning Office is looking for partners who can demonstrate the ability to collaborate with transparency and commit to shared decision making with Oakland students, families, site leaders and district leaders. Provide our office with clear examples of how your agency has or will approach working with stakeholders and engage in collaborative leadership.

- Describe your organization's strategy in hiring, retention, and providing professional development of appropriate qualified staff to provide services to OUSD students in a culturally appropriate manner. Please include artifacts to support your description. i.e. Job announcements.

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

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

- Your budget should also show secured leveraged funds and resources that you would

contribute to the operational costs of running an after-school program.
    - Elementary: $133,000 to serve 84 students for 180 days of school year
        - (approx. 17 hours/week)
    - Middle school: $177,000 to serve 112 students for 180 days of school year
        - (approx. 17 hours/week)
    - High school: $250,000 to serve 140 students for 180 days
        - (approximately 15 hours/week)
- Your budget must detail:
    - Staffing costs for service delivery, staff training, and prep time
    - Full time site coordinator
    - Any agency management-level staff who will be paid by grant funds for support of direct service programming
    - Supplies, materials, curriculum, books, field trips, etc.
    - Agency administrative costs not to exceed 4% of contracted amount Note:
        - Your budget does not need to include snack costs

- Describe how your organization will secure additional funding to match the contracted funds from OUSD. The CDE requires that each ASES program provide cash or in-kind local funds totaling no less than one-third of the grant amount. Facilities or space usage may fulfill no more than 25 percent of the required local contribution (EC sections 8483.7[a][5] and 8483.75[a][4]). Allowable match includes cost of services provided by the local educational agency (LEA) and/or their subcontractors, using non-ASES funds. All ASES and 21st CCLC grantees are required to allocate a minimum of 30% of the grant amount. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.

- Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

3. AGENCY INFRASTRUCTURE (2 Pages)

- Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.

- Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with

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

- Student ratio of 1:20 or better;
- Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
- Full time school Site Coordinator stationed at each school site during the day
- 85% attendance documented by daily OUSD mandated attendance protocols
- Professional record keeping and reproduction upon request for district audits

- Describe the role of the Site Coordinator who will be the primary point(s) of contact for the OUSD expanded learning partnership, and who will maintain active collaboration with the school site leadership. Describe how this individual will ensure strong partnership with OUSD, the partnering school site(s), and other community partners working within OUSD expanded learning programs.

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

- Describe how your organization's program model supports youth development. Cite prior noteworthy successes and challenges serving Oakland youth. How do you ensure each program is aligned with OUSD priorities? How does your program demonstrate that diversity, equity and inclusion are foundational in serving OUSD students?

- Please review the CDE's quality standards which are accessible on the CDE Website. These standards identify organization, staff and programmatic touchpoints used by CDE to guide program quality. Please identify and discuss your agency's strengths and key areas for improvement in providing quality youth development programming.

- How does your organization ensure that all of your expanded learning staff have baseline knowledge and understanding of youth development best practices? What tools and training does your organization utilize to build the capacity of your staff and programs to create responsive high quality youth development practices?

- What types of data does your organization use to evaluate program quality? How has your organization used this information to inform program quality growth? Please share what indicators demonstrate that your organization is making the desired impact.

APPENDIX III. Instructions for RFQ Application Submission:

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

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

Required Supporting Documentation Instructions:

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

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

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

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

1. Intent
2. Term of MOU
3. Termination
4. Compensation
    - 4.1. Total Compensation
    - 4.2. Positive Attendance
        - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
        - 4.2.2. Administrative Charges and Reconciliation
    - 4.3. OUSD Administrative Fees
    - 4.4. Agency Administrative Fees
    - 4.5. Program Budget
    - 4.6. Modifications to Budget
    - 4.7. Program Fees
5. Scope of Work
    - 5.1. Student Outcomes
        - 5.1.1. Alignment with Community School Strategic Site Plan
    - 5.2. Oversight
    - 5.3. Enrollment
    - 5.4. Program Requirements
        - 5.4.1. Program Hours
        - 5.4.2. Program Days
        - 5.4.3. Program Components
        - 5.4.4. Staff Ratio
    - 5.5 Data Collection
        - 5.5.1. Accountability Reports
        - 5.5.2. Attendance Reports
        - 5.5.3. Use of Enrollment Packet
    - 5.6. Maintain Clean, Safe and Secure Environment

5.7. Meeting Participation

5.8. Relationships

5.9. Licenses

6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities

6.1. – 6.13.2., including, but not limited to:

6.1. Licenses Permission Slips/Acknowledgement

6.1.3. Notice of Waiver of All Claims

6.5. Health Conditions/Medication

6.6. Supervision

6.7. Transportation Requirements

6.11. Additional Requirements for High Risk, Overnight, Out of State Trips

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

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

7. Financial Records

7.1. Accounting Records

7.2. Disputes

8. Invoicing

8.1. Billing Structure

8.2. Unallowable Expenses

8.3. Invoice Requirements

8.4. Submission of Invoices

8.5. Submission of Invoices for ASESP and 21st Century Grants

9. Ownership of Documents

10. Changes

10.1. Agency Changes
10.2. Changing Legislation

11. Conduct of Consultant

11.1. Child Abuse and Neglect Reporting Act

11.2. Staff Requirements

11.2.1. Tuberculosis Screening

11.2.2. Fingerprinting of Agents

11.2.3. Minimum Qualifications

11.3. Removal of Staff

11.4. Conflict of Interest

11.5. Drug-Free/Smoke Free Policy

11.6. Non-Discrimination

12. Indemnification
13. Insurance

13.1. Commercial General Liability

13.2. Worker's Compensation

13.3. Property and Fire

14. Litigation
15. Incorporation of Recitals and Exhibits
16. Counterparts
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
18. All exhibits, with required forms and timelines

OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT

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

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

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

Signature	Date
Name and Title of Signatory	**Name of Organization**

APPENDIX V: Appeals Process for Applicants

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

- **Unfair process** (e.g., the appellant's proposal was treated differently than others, conflict of interest by OUSD Department of Expanded Learning staff, etc.)

- **Material error** (e.g., the appellant's proposal was reviewed under the wrong funding strategy, failure to consider all application materials, incorrect application of evaluation rubric or some other mistake of fact occurred), or

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

2021 OUSD Request for Qualifications Application

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

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

Organization Name	Higher Ground Neighborhood Development Corp.		
Address, City, State	2010 Mandela Parkway, Oakland, CA 94607		
Lead Contact's Name:	Amber Blackwell	2nd Leads Contact's Name	Vannary Jim
Email:	higherground_ndc@yahoo.com	Email:vannary.vannary@gmail.com	
Telephone #:	510.230.5120	Telephone #:	909.567.8194

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

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	x ☐	Yes No
Are you currently an OUSD Lead Agency Partner?	x ☐	Yes No
Have you served as an OUSD Lead Agency partner before in past years? If so, please identify the years and durations served.	x ☐ 17yrs	Yes No # Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	☐ x	Yes No
If yes, please list all school districts you have served.		
How many school sites does your organization have the capacity to serve as a lead agency?	3	# Sites

In the box below, please briefly explain your rationale for this number of sites?
Higher Ground has been providing Lead Agency Service for the past 17 years. During this time we have had as many as six sites. What we have found is that four after school programs is our sweet spot. Four k-5 and/or k/8 allows Higher Ground to wrap around our schools in ways that serve daytime and after school programming. HG's business model calls for programming to partner with a school to provide day time and after school services. This way we can retain quality and qualified staff who take the job seriously because it yields eight hours of work. In addition we have the required reserves to serve four ASES/OFCY sites. We do not service ASES only programming. Over the course of our tenure with OUSD we have found that four that we can consistently staff four sites with quality staff. HG systems and budget supports the supervision required for this number of sites as well. Lastly HG is familiar with how to assure enrollment and training. The formula we use to calculate how many schools we can support

APPLICATION QUESTIONS

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

Capacity | Fiscal | Infrastructure | Youth Dev. & Assessment

ORGANIZATIONAL CAPACITY (2-3 pages double space)

● OUSD's mission is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent educators, every day. Our vision is that all Oakland Unified School District students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully informed, critical thinkers who are prepared for college, career, and community success. Please explain why your organization is uniquely positioned to engage in partnership with the OUSD Expanded Learning Office to serve students. What is your organization's mission and vision and how does it align with OUSD?

● Describe your experience and approach to serving the Oakland community and/or other communities with similar demographics, assets, challenges, etc. Discuss your background working with Oakland families and other community partners. (Reference the supporting documents required under Eligible Applicant Qualifications Appendix III to support your experience).

● OUSD Expanded Learning Office is looking for partners who can demonstrate the ability to collaborate with transparency and commit to shared decision making with Oakland students, families, site leaders and district leaders. Provide our office with clear examples of how your agency has or will approach working with stakeholders and engage in collaborative leadership.

● Describe your organization's strategy in hiring, retention, and providing professional development of appropriate qualified staff to provide services to OUSD students in a culturally appropriate manner. Please include artifacts to support your description. i.e. Job announcements.

FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

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

● Your budget should also show secured leveraged funds and resources that you would contribute to the operational costs of running an after-school program.

- Elementary: $133,000 to serve 84 students for 180 days of school year
  - (approx. 17 hours/week)
- ○ Middle school: $177,000 to serve 112 students for 180 days of school year
  - (approx. 17 hours/week)
- ○ High school: $250,000 to serve 140 students for 180 days
  - (approximately 15 hours/week)

● Your budget must detail:

- Staffing costs for service delivery, staff training, and prep time
- Full time site coordinator
- Any agency management-level staff who will be paid by grant funds for support of direct service programming
- Supplies, materials, curriculum, books, field trips, etc.
- Agency administrative costs not to exceed 4% of contracted amount

Note: Your budget does not need to include snack costs

● Describe how your organization will secure additional funding to match the contracted funds from OUSD. The CDE requires that each ASES program provide cash or in-kind local funds totaling no less than one-third of the grant amount. Facilities or space usage may fulfill no more than 25 percent of the required local contribution (EC sections 8483.7[a][5] and 8483.75[a][4]). Allowable match includes cost of services provided by the local educational agency (LEA) and/or their subcontractors, using non-ASES funds. All ASES and 21st CCLC grantees are required to allocate a minimum of 30% of the grant amount. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.

● Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

AGENCY INFRASTRUCTURE (2 Pages)

● Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.

● Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with requirements set forth by OUSD and the CA Dept. of Education. (Unless otherwise stated by CDE under extenuating circumstances all sites are required to):

- Student ratio of 1:20 or better;
- Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
- Full time school Site Coordinator stationed at each school site during the day
- 85% attendance documented by daily OUSD mandated attendance protocols
- Professional record keeping and reproduction upon request for district audits

● Describe the role of the Site Coordinator who will be the primary point(s) of contact for the OUSD expanded learning partnership, and who will maintain active collaboration with the school site leadership. Describe how this individual will ensure strong partnership with OUSD, the partnering school site(s), and other community partners working within OUSD expanded learning programs.

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

● Describe how your organization's program model supports youth development. Cite prior noteworthy successes and challenges serving Oakland youth. How do you ensure each program is aligned with OUSD priorities? How does your program demonstrate that diversity, equity and inclusion are foundational in serving OUSD students?

● Please review the CDE's quality standards which are accessible on the CDE Website. These standards identify organization, staff and programmatic touchpoints used by CDE to guide program quality. Please identify and discuss your agency's strengths and key areas for improvement in providing quality youth development programming.

● How does your organization ensure that all of your expanded learning staff have baseline knowledge and understanding of youth development best practices? What tools and training does your organization utilize to build the capacity of your staff and programs to create responsive high quality youth development practices?

● What types of data does your organization use to evaluate program quality? How has your organization used this information to inform program quality growth? Please share what indicators demonstrate that your organization is making the desired impact.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Instructions for RFQ Application Submission:

Please use this link to register to receive access to a Google RFQ folder. The Google folder will house the RFQ application and supporting documents will need to be uploaded there. Access to this link will be available until June 15, 2021. Deadline for submission for a completed RFQ application and supporting documentation is June 30, 2021 by 5:00 pm. Any documents submitted after the deadline will not be accepted or reviewed.

Required Supporting Documentation Instructions:

All uploaded files will need to be in PDF format and accessible to OUSD. Any files missing could result in a disqualification from the RFQ process. All files will need to be clearly labeled based on the list below:

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

On behalf of _____ (agency), I, _____ (Name) _____ (position), Declare under penalty of perjury under the laws of the State of California that the foregoing in true and correct.

Signature: _____

Date: _____

APPLICATION QUESTIONS

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

ORGANIZATIONAL CAPACITY (2-3 pages double space)

Higher Ground Neighborhood Development Corp. (HG) after school mission is to provide services that address the intellectual development of young people through providing comprehinsive after school programming, school based behavioral health treatment, professional development, college and career/workforce development, and service-learning experiences. HG acts as an information storehouse on school and community-based service engagement and coordination for youth and the organizations that serve them. HG is uniquely positioned to engage in partnership with OUSD Expanded Learning Office to serve Oakland students because our programming wraps around a school, its students, and the community. As a Lead Agency with executive staff participating in the creation and implementation OUSD's community school driven mission, our entire service delivery aligns with the mission of OUSD, creating academic spaces that are filled with joy, academic experiences, and exposure to activities that create lifelong learners is at the core of the mission. HG has various initiative that guide our programming allowing us to bring the mission to life within our programs. HG service systems are replicable and have achieved successes at each school we have served over the course of eighteen years. HG school partnerships span no less than six years and over the course of tenure we have served schools over twelve consecutive years and we have sustained programming with as many as six different principals in four years at Brookfield Elementary. HG humbly serves this City and its families through providing after school services that wrap around a school, teachers, students, families, and communities. Helping to create an atmosphere of joy is one of HG's corner stone's for serving the most vulnerable children and families in Oakland. Points of service center on providing a plethora of activities that are engaging and address the seven learning styles associated with how humans respond to stimuli. HG program design also calls for the observation of children to help identify their multiple islands of competency as well as triggers of inappropriate behavior. By actively engaging with youth HG staff who are capacity builders are keyed into the activities that bring the children in their care joy. Providing children with general exposure to the visual and performing arts, health and wellness through gardening and nutrition/cooking, general recreation that promote physical wellness with cooperative games create tapestry of experiences. Competitive sports and service learning is how we ensure that at the end of each year all HG children have an identified island of competency with the responsibility of service. Children's islands of competency overtime create the fabric of each site making them uniquely designed to serve the children and families at that school. It is the systems that

are replicable and show teams out to produce outcomes around joy. HG spends its first 8 weeks of programming engaging in getting to know you activities that give staff, children, parents, and the greater school community a chance to get to know one another and program culture. Staff bio's and favorite thing/s go on our bulletin board as an introduction of our staff to the school community. Students learn the power of appreciation through programming that calls for children to exchange compliments, praise, or gratitude. Chants, affirmations, and the use of Building Intentional Communities programming sets program culture and climate and is a HG tradition. The use of Restorative Justice principles and practices guide all conversations and ways that children are taught and coached to respond when harm is done. We encourage competency by creating opportunities to use knowledge in various ways that create the need to think critically. HG's college and career workforce development programming prepares its students for community success and teaches them how to live the Nguzo Saba/ 7 principals of Kwanza daily. Kwanza is an African American celebration of Black people's Right To Be. Community success for HG is defined as one's ability to implement the Nguzo Saba, Unity, self-determination, collective work and responsibility, cooperative economics, creativity, purpose, and faith which are the seven principals of Kwanza. They are the spirit to the mission of all HG extended learning programming. Community success is practiced through the multiple City parades we march in, the multiple service learning activities.

HG's approach to serving Oakland is families is direct. Understanding the equity issues that around the underdevelopment that poverty creates drives this organization. Provide poor Black and Brown children with the experiences that Black and Brown children who do not suffer from poverty have. HG wanted to provide its children with those same opportunities the children of HG's Board of Directors and other affluent associates have. HG's background working with Oakland children and families is long inspiring. Currently HG is serving a predominantly Spanish speaking population. The ethnic break down is about 70% Spanish speaking and 30% English speaking African American. HG is positioned to provide English/Spanish dual immersion after school programming within the next two years. Challenges lay in the underdevelopment of families experiencing poverty. HG has more than 100 large and small community-based partners that support our neighborhood development, behavioral health, and after school programs throughout the year including summer.

Over the past twenty years HG has worked to development systems that are transparent, inclusive of children, families, site leaders, and district leaders. A collection of best practice ways of collaborating with transparency make up school based services. HG engages in shared decision making and transparency with its after school participants is through inserting opportunities for children to lead, to contribute voice to programming by being a coordinator for the week, and through providing children exposure to the different enrichment providers and allowing them to sign up for the ones they want to have for the upcoming year. This sets the tone for ownership and that is key to program culture and climate. Since transparency depends on communication

HG uses three different ways to communicate with school and district leadership. Reports, email, and face to face are the standard ways all HG school based service leadership provides transparency If utilized by school leadership programming remains transparent. Text and phone call are only used when requested and it is highly discouraged as verbal communication can lack opportunities for transparency. HG plans to work harder to be more transparent with District Leaders by providing information upon request, engaging in the program planning tools and budget processes, as well requesting support when needed. Through Oakland Fund for Children and youth quarterly reporting, all District leaders have access to the narrative which also serve as a tool for transparency and presents qualitative data. HG maintains a web site for its after school programs and it is another space where you can see through programming. On the site based level, HG creates Principals reports, generates newsletters, engage in school based meetings with Principals, cost teams, SST's when appropriate, and parent governance bodies. HG's written reports are the primary way that you can see through the inner workings of programming. It is where all data is presented, where goals are set and results shared, as well as the assets and challenges a program is facing. Structured meetings with agendas and minutes is another way that HG remains transparent with site leadership and teachers. HG staff participate in coordinated service team meetings with the greater school community stakeholders adding voice. HG produces monthly newsletters that talk about all of the activities children and families have participated in during the previous month and it talks about what is upcoming. Another transparency tool for families and the greater school community is the regular updating of HG bulletin boards. Customarily HG request two spaces in a school. A bulletin board near the entrance of the after school offices and one in the general school community. The bulletin board by the after school entrance is filled with important information such as the saftey plan, staff bio's, program schedule, and other routinely updated information. The second bulletin board is filled with the following things: pictures of the children engaging in after school activities, student achievement data, student of the week, HG team member of the week, as well as displays of student academic and enrichment work are a part of the general school community bulletin board. It is a part of HG leadership's job description to sit on community based committees sharing what after school programs and project are up to and being active members. This work and other community based work is the reason all HG leadership are salaried employees. In addition to informing our stakeholders of programming, resources and additional partnership are gained which strengthening alignment with OUSD's community schools vision.

Hiring practices are centered around identifying positions, identifying the skills needed for the position, and then recruiting individuals who possess or have the aptitude to develop those skills. HG strategy for hiring, retention, and providing professional development that is culturally appropriate for staff and our customer base has several components. Following OUSD's mission statement as well as EXPO and ASES human resource assurances HG uses indeed as well as promoting or transferring internal staff. All internal staff get first right of refusal for any open position within the organization.

There is a complex mix of skills that HG team members must come to the hiring table with to effectively service our communities. HG's motto is that we can take people who are professionally passionate about the conditions of poor children of Color and make them great youth developers because of our extensive training, coaching, and appraisal program (TCA). Pay increase, professional development, and activities that create a since of ownership and belonging contribute to retention. Studies have shown that an organization must offer multiple ways of retaining its workforce. Pay, perks, and promotions are not the drivers of retention. A sense of belonging and a feeling that the organization you work for cares for and protects you as in individual within a larger system are some of the drivers. All HG program pedagogy is rooted in best practice strategies for African American student achievement and wellness. African and African American scholars researched guide HG practices and principles. This rooting fuels all professional development and approaches to teaching and learning. From our Young Artist Collective enrichment, who's first project is the study of the Olmec civilization, the sculpt the mighty Olmac head and learn about the African presence in Meso America to Picasso's abstract art. Each year we are blessed with a child to be from the area of the Olmec. HG's Eat to Live Program is another example because it focuses on increasing children's awareness of the chronic diseases that are present in Black and Brown communities. Children learn how to combat the disease by planting, harvesting, and cooking the vegetables that combat those diseases. Children and families use their cultural seasonings to add to the cooking festivals that are a part of programming. All staff must learn these culturally rich curriculums as they are HG's internal enrichments. Through training staff on the after-school curriculum the team is learning how to deliver material that is culturally inclusive and impactful.

Higher Ground Neighborhood Development Corp. (HG) is a multi service nonprofit created to serve the educational and cultural enrichment needs of children in East and West Oakland, CA. This is a company committed to cultural awareness, equity, and inclusion for the children and families of east and west Oakland. This is a part-time 20 to 22 hour per week youth development opportunity. HG team members are capacity builders that work with 20 students in classroom and recreational settings, providing guided instruction that helps children develop self-identified islands of competency that can carry them through life.

Requirements/Skills

- Available between the hours of 2:00pm and 6:00pm, Mon. thru Fri., Wed's 12:30pm to 6:00pm with some Saturdays.
- 3 years' experience working with youth in a comprehinsive school based after school program.
- Have 48 units of post-secondary education.
- The ideal candidate should live within a 30-mile radius of HG schools.
- Be able to follow detailed written and verbal instruction.
- Be willing to obtain additional knowledge in the area of youth development.
- Be willing to engage in Federal and State Background checks.
- Present a negative TB screening within the past two years.

Duties/Responsibilities

- Use lesson plans to guide instruction.
- Provide enrichment instruction in two of the following areas: general homework support or skill building, general recreation, elementary arts and crafts, middle school career to college leadership, or robotics.
- Actively participate in maintaining a camp like environment through active participation.
- Provide general supervision during large group activities.
- Follow all saftey protocols.
- Provide positive reinforcement to children.
- Use restorative practices to reframe conflict.
- Be open to learning new strategies to improve your practice.

Benefits

- Paid training
- Performance Bonuses
- Ongoing Team Recognition
- Family Friendly Company and Policies

FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

HG is a recipient of Oakland Fund for Children and Youth grant funding and will use these funds to provide the match for 2021.2022 school year funding. HG has plans to reapply for this multiyear funding next year. HG secures additional grant dollars for small project specific grants such at Stop Waste for 10,000 dollars to support after school enrichment programming this upcoming year. We have joint grant funded projects such as the 29 million dollar Transformative Climate Change grant that revolves for the next 4 years. Partnering with other community based organizations to provide contracted programming is another way after school programming is supported. We leverage funding from our neighborhood development partnerships such as the one HG has with ROOTS Health Center. For the past five years ROOTS has partnered with HG allocating $60,000 per year for three years. This year HG will experience as decrease to $40,000 for the next three years. ROOTS programming leverages our ability to provide comprehensive workforce development and family services for our program participants. Support allows for our children to received stipends for eight of the ten months school is in session addressing poverty head on! HG's has a balanced fundraising formula that guides organizational development efforts.

HG has a fiscal team that is responsible for the overall financial health of the organization. Day to day budget management is done by the School Based Service Director (SBD). This position is responsible for managing payroll hours as well as expenditures associated with the upkeep of HG enrichment programs, supplies, and materials. Staff sign in and out daily, site coordinators prepare bi-weekly timesheets and sends to payroll for processing. All payroll fees, taxes, and the cost of doing buisness follows administrative allocations set by ASES. Along with the Executive Director this team ensures that invoices are submitted and that reimbursements are tracked for

accuracy. The Executive Director is the final pong of day to day fiscal accountability. Monthly site based programs submit a fiscal report that outlines the hours staff have worked for payroll, and the additional expenditures associated with program supply acquisition. Fundraising totals are accompanied by what the funds were spent on. Receipts and other supporting documentation are included and attached to fiscal reports. After collecting all site based reports a master report is prepared for the Board Treasure and HG's Accountant. The fiscal report was created by HG accountant, and it allows for better alignment at tax time. The organization ensures that compliant use of grant funds is properly maintained through providing separate bank accounts for each ASES and non ASES program. Fiscal reports guide the expense calculations along with invoices. Close cross walking between the monthly bank statements, invoices, fiscal reports, and an excel budget that is adjusted each month to account for funds billed out. HG has filed for an extension on 2020 taxes. I have attached Statement of Financial Income and Expenses for 2019. The anticipated filling is August 2, 2021 for 2020 fiscal year. HG is due for an audit with 2020 taxes which is also part of the reason for filing for an extension.

AGENCY INFRASTRUCTURE (2 Pages)

HG's organizational chart calls for a school based service director who is the point of contact for all administrative and programmatic activities involved with expanded learning programming. A Bachelor's degree or higher is required for this position. Only internal HG staff members with B.A.' s and the aptitude to master the job description are invited to apply. Indeed recruits are required to have an advanced degree and multiple years of experiences working with adults and children of Color. Due to the learning curve of our current school based service Director the Executive Director (ED) and Technical Assistance Director (TAD) provided training, coaching, and appraisal resulting in constant performance improvement. This will be the beginning of HG's SBD's third year and the organizational leadership is excited about the growth. The systems that are in place to provide infrastructure for the SBD is the use of HG's General Operating Systems that contain thirty-six standard operating procedures that govern every part of after school administrative and programmatic functioning. Consistent support from HG TAD and the ED helps sure up support OUSD expanded.

HG has experience providing ASES programming and the budget is based on a 20 to 1 ratio. We understand that to serve the 85 children you must have no less than five core staff members. HG hires five core staff members. HG site based staffing structure calls for three career positions and two internships that last two years. The three career positions are filled by individuals who are making a six or more-year commitment to service with HG. This makes up two grant cycles. The full time site manager, program assistant, and lead team member are all positions that are meant to remain stable unless the HG staff person exercises first right of refusal to movement within the company. We noticed that each year every site loses at least two staff over the course of the ten-month school year. We understand after school is a

transitional job. For some it is a first job and for some it provides them with the experience they need to seek fulltime employment which is a primary reason for turnover. Generally, HG career staff work multiple programs at a school, and it creates full time positions for them. This is HG best practice for retaining quality, qualified staff, who are motivated to keep learning and growing is key. All HG staff working for After School Education and Saftey (ASES) have 48 units of more, an advanced degree, or an instructional assistant certificate. Outside providers make up another strong arm of staffing at HG and they also meet the educational requirements. Additionally, five years of experience teaching their craft to children of Color specifically is required. All staff and partners must pass federal and state background checks, present negative TB and Covid Test within two days of starting face to face with students. Waivers are permitted and the signing of a release of liability for HG, its Board, and partners is required if you do not have negative Covid and you must have a waiver from a physician if you decline to produce a negative TB test. HG is an equal opportunity employer. Every Wednesday the Site Manager reviews enrollment sending out "hey we miss you" letters when students have had three consecutive absences reminding them of the time commitment. We ask parents to reach out to let us know they still want their spot. If we do not hear back within 72 hours the child is dropped on Friday. A drop letter is also sent home Friday. Staff then pull from the waitlist notifying parents when their student can start. All new students start on the following Monday after the acceptance letter is received with the start date is sent the new family. HG ramps up to meet attendance requirements by the conclusion of the grant cycle. Higher Ground conducts internal audits of program documentation and at the end of each year. It is the work that is done from the last day of school till June 30th. HG rents a storage facility to store all old records and current records up to five years and the current year and the year before are kept on site. All documentation can be provided within 48 hours of request.

The role of the Site Manager is to support the development, coordination, and implementation of EXPO, ASES, school site, and HG organizational goals. The Site Manager/coordinator (SM) works closely with the school site Principal, daytime teachers, key stakeholders, and school site support staff to ensure after school programs align with the academic day and school culture. Site Managers are also responsible for the supervision and task assignments for HG team members, volunteers, mentors, youth workers, and partnering community-based organizations. Attending all internal and external meetings for school based service programming and collaborating with school site leadership to implement after school program that supports the school day is key. Management of the enrollment process and timeline along with working closely with a school's community schools manager HG supports the larger school efforts as well. Implementing and maintaining HG's after school parent governance structure which teaches parents how to be decision makers in activities that impact their children after school experience. HG works collaboratively with school leadership by working together to create the yearly after school program plan and budget, regular meetings between after school leadership and the principal, as well as face to face meetings once per month with school based service Director to assess satisfaction with site based collaboration and decision making is done. As a standard operating procedures reports, newsletters, and the use of bulletin boards are the ways HG remains transparent with all stakeholders within the school community. Trying to create opportunity to attend daytime staff meeting once per month sharing the progress of after

school and to get feedback on ways, we can be better partners is another way collaboration is encouraged. Meeting with the Quality Support Coach keeps us connected to the classrooms, attending collaborative meetings that involve after school children (SST's, 504's, and community-based meetings) as needed and when relevant keeps us connected to the support community and solidifies our partnerships with school community partners.

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

Higher Ground takes the process of providing experience that are culturally relevant, inspiring, and produce joy profoundly serious. HG does not demonstrate diversity, equity, and inclusion it is diversity, equity, and inclusion. Every day we fight as an organization to get the respect, equitable treatment, and inclusion as a small Black women lead organization, and we fight daily to teach our children to fight the imposter syndrome for after school programming the speaks to the soul of Black and Brown children in East Oakland. Best practice research on youth development approaches that impact joy all have implications for a child's social/emotional, mental, and physical health. Providing opportunities for children and their families to experience various activities and places with their children are primary components of HG programming that explicitly increase OUSD's ability to serve some of Oakland's most vulnerable children and their families well. As mentioned earlier HG implements various activities that demonstrate diversity, equity, and inclusion. All academic and enrichment has cultural elements and staff are diverse and represent the children we serve. Equity in exposure to activities that programs that are fee based provide students is an equity goal. Raising the level of development and exposure to things that diversify their understand of what is possible reflect HG's commitment to equity work.

HG programming embodies all the touchpoints used by CDE. We use tools from the Weikart Center for Youth Program Quality. This tool assures that we have the components necessary to replicate quality across elementary and middle school programming. Safe and supportive spaces created by quality staff with a clear vision and mission for the work they do allow for quality. Diversity and equity is interwoven in the academic experiences for HG children, parents, and classroom teachers. Collaborative partnerships in action, CQI programming and a sustainable action plan via our balanced fundraising is how we support the CDE standards.

Over the course of our 20 year service record with OUSD after school programs HG received extensive training through the ASPO offices professional learning communities programming that every lead agency participated in. As a result, HG developed sophisticated methods of expanding line staff baseline knowledge and understand of youth development. With each training HG added a best practice approach to creating systems that allow for high quality programming. We all know that a system is only as good as the human operating it. HG has struggled the past few years attracting and

retaining human resources that are equipped to operate all the systems. As we grow back better a concentration on attracting and developing the right talent will be center stage. Growing back smart not fast is our goal. HG implements an extensive training, coaching and appraisal program. All staff receive the same training regardless of experience. HG after school program is a set of best practice strategies for inner city children of Color. HG programming is replicable and combines social/emotional, behavioral health and wellness, along with a keen understanding of the communities we serve from a historical, cultural, and asset-based framework. In the beginning of the year trainings take pattern from goals that are set at the HG August institute. When staff enter after the institute, they are introduced to the site goals and asked to create professional learning goals that support the site based efforts toward Continuous Quality Improvement (CQI) programming. The tools that are used to train are building intentional communities, performing services that are rated as a three or five on the SAPQA assessment indicators. CASP programming to evaluate effective communication and HG supervision checklist which is a set of behaviors that tell us how quality looks and sounds. Each site selects a leaning goal and twice per month site trainings take place where all team members bringing knowledge to the table and train their peers. Five times per year the organization holds trainings. HG shuts down twice per year for professional development and sense of belonging activities for the staff. Shut down days happen once after Christmas break and once after Spring break. Staff attend and present at the California Boots conference every year in Palm Springs or virtually and attend California After School Network trainings. Each staff is allotted $200.00 to participate in one self-selected training or conferences outside of OUSD and HG directed trainings.

HG collects massive amounts of data. It is what allows us to serve our schools who also value data decades. Data is what makes up the information contained in the principals' reports, shared in newsletters, posted on the bulletin boards, and it guides satisfaction. Testimonials, observations of work performance and student behavior, and the quality of work presented on school bulletin boards are the qualitative data point we collect to determine quality. Use of the Weikart Center for youth program quality is the quantitative data tool used to collect point of service quality. Higher Ground collects data throughout the year. Data is analyzed and discussed twice per year during the two after school shut down days. HG also participates in EXPO data collections. Data reveals students' islands of competency, is tells us what activities children and families like best along with letting us know where programs need to improve. Satisfaction surveys are given to students, faculty and after school parents twice per year. In addition, we generally participate in District Surveys that measure satisfaction. These survey results along with HG's internal satisfaction surveys, and the smiles on the faces of children is how quality is quantified. The use of School Age Youth Program Quality Assessment (SAPQA) engagement indicators allows HG to replicate guiding youth development principles and objectively evaluate service delivery **IF** you subscribe to that model of point of service quality assessment.

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
(510)658-6454
email: higherground_ndc@yahoo.com

5.14.2021

Dear Extended Learning Offices,

I, Amber Blackwell state that Higher Ground Neighborhood Development can perform the commitments contained in the application.

Amber Blackwell, M.A,
Executive Director
Higher Ground Neighborhood Development Corp.

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
(510)658-6454
email: higherground_ndc@yahoo.com

EXPANDED LEARNING PROGRAM SCHEDULE

Time	Monday	Tuesday	Wednesday	Thursday	Friday
2:30 to 3:00	Large Group Check In Frontload Since of Belonging Activity	Large Group Check In Frontload Since of Belonging Activity		Large Group Check In Frontload Since of Belonging Activity	Fun Friday Incentive programming & Appreciations
1:15 to 6:00			Large Group Check In Frontload Since of Belonging Activity		
3:00 to 4:30	General Rec Cultural enrichment	General Rec Cultural enrichment	Whole program STEM activity General Rec Cultural enrichment	General Rec Cultural enrichment	General Rec Cultural enrichment
4:30 to 6:00	Homework Club Reflection	Homework Club Reflection	Homework Club	Homework Club Reflection	Indoor board games Coordinator or the day enrichment Reflection

Description

- Large Group check in the process of accepting the children into the large common space, checking for feelings, and serving snack.
- Frontloading is the process for letting the large group know what is going on by using a large group agenda that lets the children know what is going on for the day. Students help with this.
- Sense of belonging activities are chants, affirmations, and team small team activities that we do during snack time.
- General Recreation is a combination of whole program and small group Everyday before being excused to an enrichment unless it is competitive sports all children engages in general exercise. Children lead this experience.
- Cultural enrichment are tennis, drumming, gardening, cooking, karate, service learning, competitive sports including cheer, visual arts, and tech bridge for 3 through 8th and k-2 do STEAM activities.
- Homework club is where student get assistance with getting an understanding of homework.
- Reflection is a series of open ended questions that give students an opportunity to rate and share their experience for the day.

2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01.2020

Site Name:	East Oakland Pride Academy		ASES			21CCLC Core			21CCLC Equitable Access			ASES Kids Code		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #:	107.00																
Average # of students to be served daily (ADA):	85	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency	Lead Agency	Lead Agency	OUSD	Lead Agency
	TOTAL GRANT AWA		133,169.40			0.00			0.00			0.00		85,000.00		0.00	0.00
INDIRECT, ADMIN.																	
	OUSD Indirect (5.00%)		6,341.40			0.00			0.00			0.00					
	evaluation, and		8,297.16			0.00			0.00			0.00					
	Supplies at 3.5%		4,148.58			0.00			0.00			0.00					
	ALLOCATION		114,382.26			0.00			0.00			0.00					
PERSONNEL																	
1120	Coach/Academic Liaison		2,500.00			0.00			0.00			0.00				0.00	
1120	Extended Contracts-		0.00			0.00			0.00			0.00				0.00	
1120	Extended Contracts- ELL																
1120	Extended Contracts-															0.00	
	Total certificated		2,500.00			0.00			0.00			0.00		0.00	0.00	0.00	0.00
PERSONNEL																	
2205	here, if district employee)		0.00	0.00												0.00	0.00
2220	SSO (optional)		0.00			0.00			0.00							0.00	
			0.00														
			0.00														
	Total classified		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
BENEFITS																	
3000's	Certificated Teachers on		612.50			0.00			0.00			0.00					
3000's	Classified Staff on Extra		0.00			0.00			0.00			0.00					
3000's	Salaried Employees		0.00			0.00			0.00			0.00					
3000's	(rate: 25%)			0.00													
	Total benefits		612.50	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES																	
4310	except for Summer		0.00													0.00	0.00
4310	Curriculum (OUSD only)		0.00													0.00	0.00
5829	Field Trips		0.00	502.85										5,600.00		0.00	0.00
4420	Equipment (OUSD only)		0.00													0.00	0.00
	Bus tickets for students			2,736.00										2,500.00			
	Development for Site			2,680.00										3,482.00			
	Total books and supplies		0.00	5,918.85		0.00	0.00		0.00	0.00		0.00	0.00	11,582.00	0.00	0.00	0.00
SERVICES																	
5825	here if CBO staff)			21,240.00										21,240.00			
	Lead Literacy (1016.5 x $20 + 21%)			18,999.93										5,600.00			
5825	$20 + 21%)			13,000.00										10,000.00			
5825	Coach (925 x $18)			12,632.00										4,000.00			
5825	(265hrs/yr x $40.00)			6,080.00										4,500.00			
5825	(840hrs/yr x $20)			8,920.00										7,880.00			
5825	facilitator (220hrs/yr x			5,400.00													
5825				1,440.00										4,111.00			
5825	Toupe (256hrs/yr x $20)			2,634.87													
5825	x $64)			642.00										4,111.00			
5825	(optional)		0.00														
5825	Continuous Quality			5,186.00										3,552.00			
5825	the agency to the site			5,996.52										5,024.00			
5825																	
5825																	
	Total services		0.00	########		0.00	0.00		0.00	0.00		0.00	0.00	70,018.00	0.00	0.00	0.00
SERVICES																	
																0.00	0.00
																0.00	
	direct services															0.00	0.00
LEAD AGENCY																	
	max of total contracted $)			3,179.59			0.00			0.00			0.00				0.00
SUBTOTALS																	
	SERVICE	85.00	5,103.82	########	#DIV/0!	0.00	0.00	#DIV/0!	0.00	0.00	#DIV/0!	0.00	0.00	81,600.00	0.00	0.00	0.00
	Admin/Indirect	15.00	16,795.82	3,179.59	#DIV/0!	0.00	0.00	#DIV/0!	0.00	0.00	#DIV/0!	0.00	0.00	0.00	0.00		0.00
TOTALS																	
	column		21,899.64	########		0.00	0.00		0.00	0.00		0.00	0.00	81,600.00	0.00	0.00	0.00
	Total BUDGETED	100.00	133,169.40		#DIV/0!	0.00		#DIV/0!	0.00		#DIV/0!	0.00		81,600.00	0.00	0.00	0.00
	to allocate		0.00			0.00			0.00			0.00					
	AWARD/ALLOCATION		133,169.40			0.00			0.00			0.00					

ASES MATCH REQUIREMENT: every grant award dollar	
Total Match amount required for this grant:	44,389.80
Facilities count toward 25% of this match	11,097.45
Remaining match amount required:	33,292.35
Match should be met by	33,292.35
Total Match amount left to meet:	0.00

Required Signatures for Budget

Principal:		Date:
Lead Agency:		Date:

Addendum on Staff Time Allocation: Hours for direct work with students, prep time, and professional development 2020-2021

School Site: East Oakland Pride
Lead Agency: Higher Ground Neighborhood Development Corp.

All sites must submit a budget addendum indicating how direct service staff (which includes Site Coordinators and Line Staff) time is divided between hours of direct work with students, prep time, and Professional Development. In order for after-school program staff to deliver high quality after school services, it is our expectation that Lead Agencies allocate appropriately for line staff weekly Prep time and monthly Professional Development, in addition to actual hours working directly with students.

The After School Programs Office recommends the following hours for Prep and Professional Development for each line staff: minimum of 1 hour of prep time per week; 10 hours for participation in staff devleopment to aid in continuous quality improvement. Additionally, agencies should budget for 10-12 hrs of content-specific PD for each staff teaching specialized activities such as literacy, math, STEM, BIC, etc. so that staff can attend specialized trainings. We also recommend that lead agencies provide at least 1 hr/month or 10 hrs/year of agency PD for staff.

TABLE BELOW MUST ACCURATLEY REFLECT WHAT IS IN THE PROGRAM BUDGET

Site Coordinator & Direct Service Staff	Total Budget Allocation (should be same amount listed in budget)	Total hours working directly with students	Total hours for Prep	Total hours for Professional Development
Site Manager	$42,480	1FTE.	880 hrs/yr	4hrs x 26 days
Lead Literacy	24,599.93	906.5hrs/yr	110.00hrs/yr	72hrs/yr
	1,016.5 x 20.00 + 21%	20.6hrs/wk x 42wks	2.5hrs/wk x 44 wks	4hrs x 26 days
Math Mentor	23,002.10	840hrs/yr	110.00hrs/yr	72hrs/yr
	950.5 x 20.00 + 21%	20hrs/wk x 42wks	2.5hrs/wk x 44wks	4hrs x 18 days (30 hrs/year)
1 HG Coach	16,632.00	814hrs/yr	110hrs/yr	72hrs/yr
	924hrs/yr x $18	19.5hrs/wk x 42 wks	2.5hrs/wk x 44wks	6hrs x 18days
Miguel Gonzalez	10,304.00	189hrs/yr	105hrs/yr	72hrs/yr
Leo Kirkpartick	161hrs/yr x $64	4.5hrs/wk x 42wks	2.5hrs/wk x 42wks	0
College/STEM	5,324.00	110hrs/yr	110hrs/yr	72hrs/yr
Readiness	220hrs/yr x $20 +	2.5hrs/wk x 44 wks	2.5hrs/wk x 44wks	4hrs x 18days
	21%			
RJ	6,144.00	3.7hrs/wk	3.7hrs/wk	
Troupe Facilitator	256hrs/yr x $20 + 20%	4hrs/wk	4hrs/wk	4hrs/ x 18days
STEM instructor	15,360	735hrs/yr	105 hrs/yr	72hrs/yr
	840hrs/yr x $20	17.5hrs/wk x 32wks	2.5hrs/wk x 32wks	4hrs/ x 18days
Prescott Circus	10,580.00	264.5hrs/yr x 32wks	32hrs/yr	0
	192hrs/yr	6hrs/wkbx 32wks	3hr/wk	

11:31 AM
10/28/20
Accrual Basis

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT
Statement of Financial Income and Expense
December 31, 2019

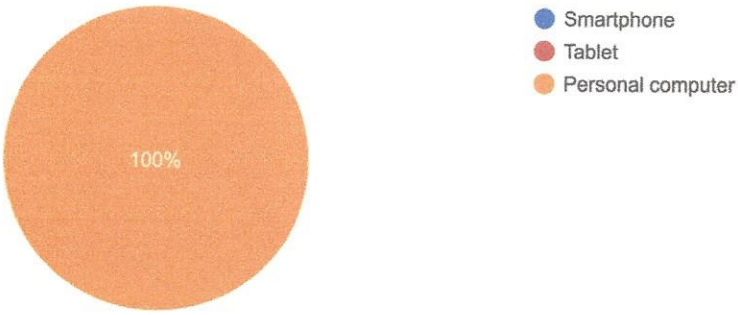
	Total unclassified		TOTAL
	Dec 31, 19	% of Income	Dec 31, 19
Ordinary Income/Expense			
Income			
Program Income			
Bay Area Air Quality	41,000.00	4.5%	41,000.00
KIPP	119,781.00	13.2%	119,781.00
Oakland Unified School District	367,137.00	40.5%	367,137.00
Program Service Revenue	328,450.00	36.2%	328,450.00
ROOTS	51,120.00	5.6%	51,120.00
Total Program Income	907,488.00	100.0%	907,488.00
Total Income	907,488.00	100.0%	907,488.00
Expense			
Advertising	4,512.00	0.5%	4,512.00
Auto	1,947.00	0.2%	1,947.00
Contract Services			
Accounting Fees	4,775.00	0.5%	4,775.00
Total Contract Services	4,775.00	0.5%	4,775.00
Contractor (Urban Supp Svcs)	671,261.00	74.0%	671,261.00
Information Technology	2,589.00	0.3%	2,589.00
Occupancy	22,000.00	2.4%	22,000.00
Office Expenses	362.00	0.0%	362.00
Other Types of Expenses			
Insurance - Liability, D and O	30,536.00	3.4%	30,536.00
Total Other Types of Expenses	30,536.00	3.4%	30,536.00
Program Expenses	24,277.00	2.7%	24,277.00
Travel and Meetings			
Conference, Convention, Meeting	5,907.00	0.7%	5,907.00
Travel and Meetings - Other	2,972.00	0.3%	2,972.00
Total Travel and Meetings	8,879.00	1.0%	8,879.00
Utilities	4,019.00	0.4%	4,019.00
Total Expense	775,157.00	85.4%	775,157.00
Net Ordinary Income	132,331.00	14.6%	132,331.00
Net Income	132,331.00	14.6%	132,331.00

CDM & ASSOCIATES
1714 Franklin St. #100-149
Oakland, CA 94612

Parent & Students Satisfaction Survey for Daytime Distance Learning

What best describes your child's distant learning experience during the after school?
2 responses

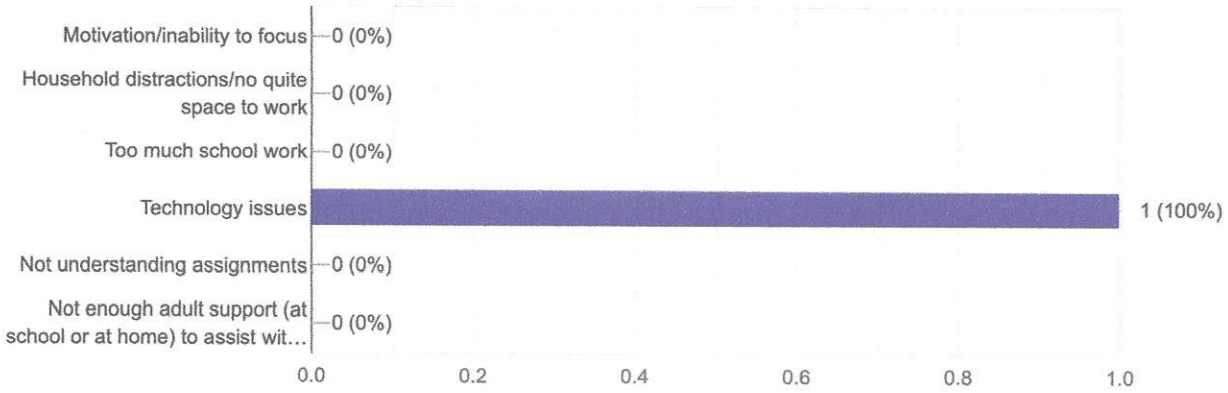
How does your child typically access classes and online learning tools during after school?
2 responses



How much of the day is your child participating in learning activities in after school?
2 responses

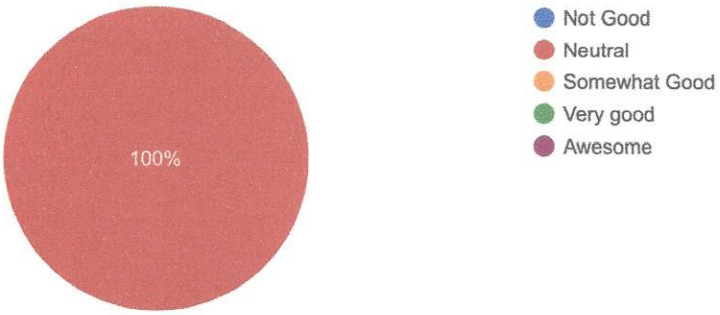
What are the three biggest challenges you face when doing with distance learning at home?

1 response



What best describes your distant learning experience in after school?

1 response



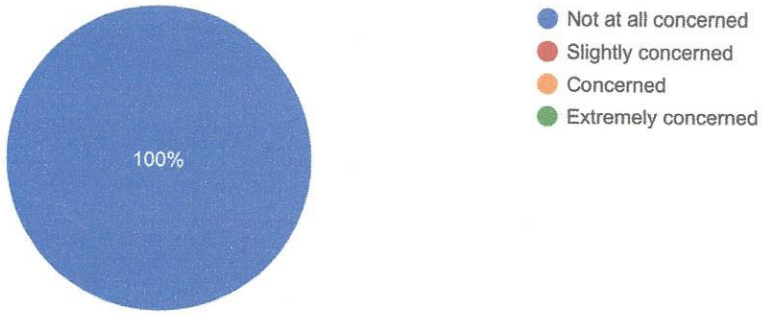
How has distance learning impacting your academic experience in after school?

1 response

Because It's harder to keep learning while the WiFi or internet kicks me of off zoom.

How concerned are you about your child's educational progress during distance learning in the after school program?

2 responses

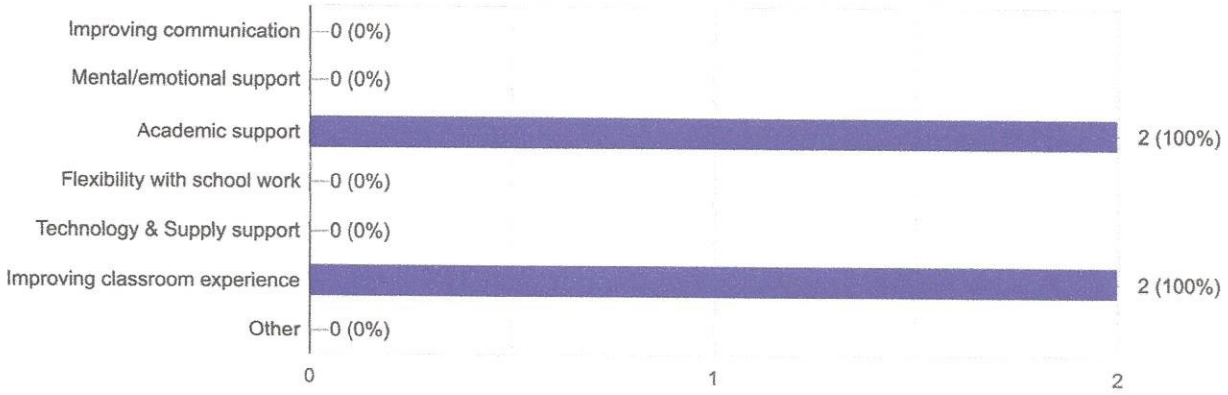


How concerned are you about your child's social or emotional well-being during the after school time?

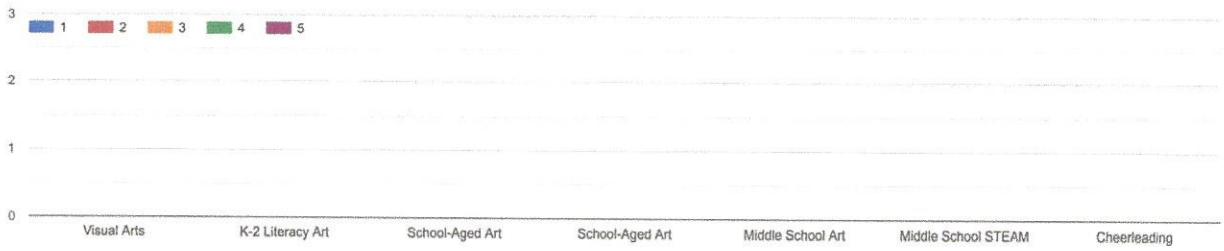
2 responses

In what ways are Higher Ground Staff supporting distance learning in the school day?

2 responses

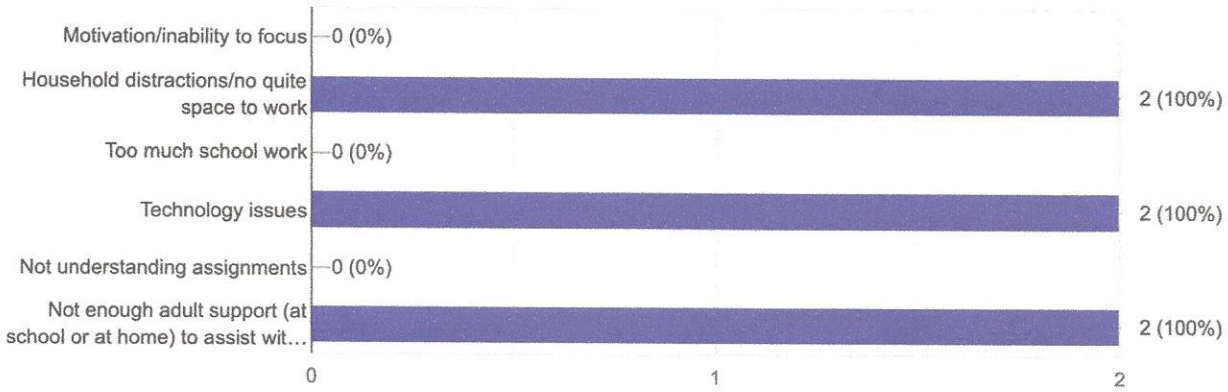


On a scale from 1to 5 with five being the highest, which activities do you like the most in after school?



What are the three biggest challenges you face when doing with distance learning at home?

2 responses



What best describes your distant learning experience in the school day?

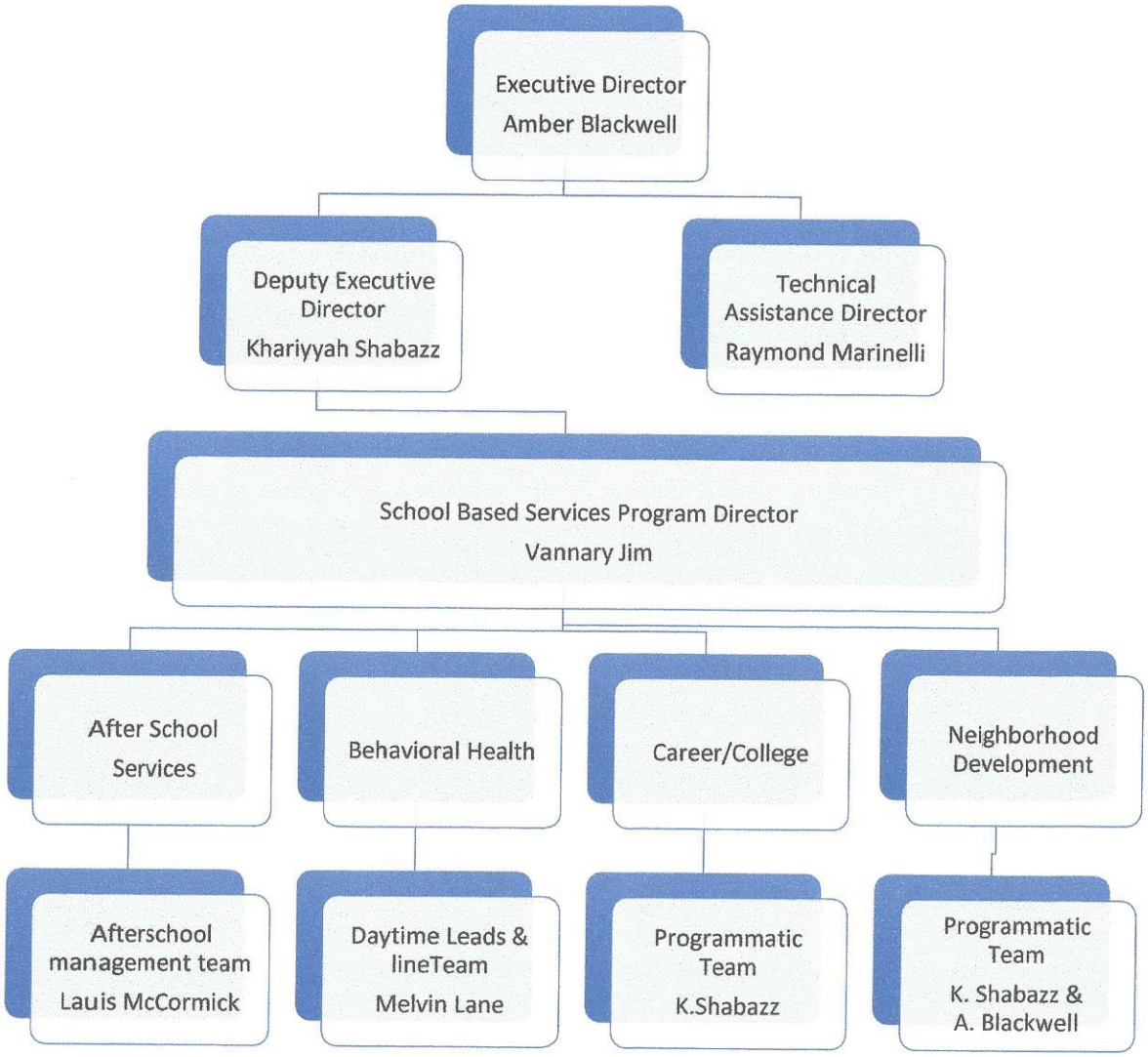
2 responses

How has distance learning impacting your academic experience in the school day?

2 responses

Because it's hard to learn while the WiFi or network kicks me off of zoom.

Higher Ground Neighborhood Development Corp
Organization Chart



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1286
Rancho Cordova CA 95741-1286

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
6441 HERZOG ST
OAKLAND CA 94608

Date: 10.27.2020
Case: 26560720429577010
Case Unit: 26560720429577076
In reply refer to: 760:MQD:F120

Regarding	: **Tax-Exempt Status**
Organization's Name	: HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
CCN	: 2272601
Purpose	: Educational
R&TC Section	: 23701d
Form of Organization	: Incorporated
Accounting Period Ending	: 12/31
Tax-Exempt Status Effective	: 04/27/2001

Exempt Determination Letter

We have determined the organization is tax-exempt from California franchise or income tax as stated in the above Revenue and Taxation Code (R&TC) section.

To retain tax-exempt status, the organization must be organized and operating for nonprofit purposes within the provisions of the above R&TC section. An inactive organization is not entitled to tax-exempt status.

We have based our decision on the information submitted and the assumption that the organization's present operations will continue unchanged or conform to those proposed in the organization's application. In order for us to determine any effect on the tax-exempt status, the organization must immediately report to us any change in:

- Operation
- Character
- Purpose
- Name
- Address

Our determination may no longer be applicable, if these changes occur:

- Material facts or circumstances relating to the organization application.
- Relevant statutory, administrative, or judicial case law.
- Federal interpretation of federal law in cases where our decision was based on such interpretation.

It is the organization's responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of R&TC Section 21012(a)(2).

For filing requirements, get Pub. 1068, *Exempt Organizations - Filing Requirements and Filing Fees*. Go to **ftb.ca.gov** and search for **1068**.

All California public benefit corporations must register with the California Attorney General's Office Registry of Charitable Trusts within 30 days of first receiving any assets.

The Attorney General regulates charities and the professional fundraisers who solicit on their behalf. The purpose of this oversight is to protect charitable assets for their intended use and ensure that the charitable donations contributed by Californians are not misapplied and squandered through fraud or other means.

Please refer to **oag.ca.gov/Charities** for further information on registration requirements and contact information. Also see the publication Attorney General's Guide for Charities.

This exemption is for state franchise or income tax purposes only. For information regarding sales tax exemption, contact the California Department of Tax and Fee Administration at 800.400.7115, or go to their website at **cdtfa.ca.gov**.

Marcos Q. Diez Jr
Telephone: 916.845.4171
Fax: 916.843.2525
cc: AMBER BLACKWELL

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
(510)658-6454
email: higherground_ndc@yahoo.com

BANK STATEMENTS

PLEASE SEE ADDITIONAL ATTACHEMENT

AFTER SCHOOL PROGRAM SITE MANAGER/COORIDNATOR

Higher Ground Neighborhood Development Corporation (Higher Ground) is a multi-service non-profit 501 (c) (3) organized to provide supplemental services to children, parents, schools and school districts. The organization was launched in 2001 and this is our tenth year of operation within the Oakland Unified School District. Higher Ground was created to help improve the means that education is delivered to at-risk youth within the public school setting. The organization's mission is to provide services that address intellectual development through behavioral health treatment, after-school enrichment, professional development and service coordination for youth and the organizations supporting them in the school community. Helping build resiliency in children is our passion.

The Program Coordinator position is a full-time, 40 hours/week position for Higher Ground. The Program Coordinator will provide support to one of the Higher Ground elementary after school sites. This is a grant-funded position. Once you have successfully completed your introductory period this becomes a position that is benefited. You are off without pay during school district holidays unless prior notification is given.

Under the direction of the Program Operations Directors the coordinator will implementation various on-site Higher Ground programs and initiatives. The Site Coordinator will work closely with the Principal, teachers, community, and all other school-site staff to ensure the Higher Ground programming aligns with the school-day culture as well as meets the organizational goals. Program Coordinators will supervise volunteers, mentors, youth workers, CBOs and other HG team members.

DUTIES/RESPONSIBILITIES (can include but are not limited to):

- Maintain accurate daily student, contractor and snack attendance logs and all related paperwork.
- Maintain a safe and appropriate learning environment during large group check-in and out.
- Supervise core staff including collaborative partners. Organize daily group activities for youth.
- Update program materials including fliers and internet postings as needed.
- Perform data entry as needed for evaluation.
- Review client files for accuracy and completeness.
- Complete registration forms for incoming students.
- Perform some data entry including the CITI span database reporting.
- Assure all CITI Span data is inputted correctly and in a timely fashion.
- Provide daily oversight to after-school tutorial and enrichment activities.
- Host site based team and professional development meetings as assigned.
- Attend monthly OUSD PLC meetings from 10:00 am to 1:00 pm and monthly cluster meeting 10:00 am to Noon.
- Facilitate all student and staff surveys at least 3 times/school year.
- Assure that all staff follows OUSD, school-site and HG rules and regulations.
- Provide daily program set-up and break-down including assuring that all grade level tutorial binders, student check-in, transition, check-out and daily set-up of program supplies are accounted for.
- Maintain professional appearance and decorum at all times.
- Report any and all team concerns to Operations Director, including absences and make the

- Assure that all equipment is accounted for at all times.
- Attend off site leadership team meetings twice per month.
- Attend Saturday events as needed.
- Work with children providing direct service as needed.

Qualifications

- Bachelor's Degree, or 48 units of secondary education, or instruction assistants certificate.
- Spanish speaking and individuals of Color living in Oakland encouraged to apply.
- 3 or more years experience providing leadership within school based after school programs.
- Strong computer skills including the ability to uickly navigate the internet, as well as proficiency in such programs as Excel, Micros ft Word, Publisher, and Print Shop.
- Experience in program development and coordination.
- Demonstrated involvement & commitment to t e school and greater youth community.
- Ability to work well with people in a variety o work settings.
- Well-organized, efficient, and ability to work independently.
- Ability to communicate effectively in group settings.
- Sensitive to issues faced by children.
- Bachelor's Degree required or equivalent work experience.
- Must obtain Fingerprint Clearance and TB test as a condition of employment.

TO APPLY:
Send resume and cover letter to
Amber Blackwell, MA Operation Director
Higher Ground Neighborhood Development Corp.
Email: Highergroundndc@yahoo.com
Higher Ground Neighborhood Development Corp. is an Equal Opportunity Employer

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

DEPARTMENT OF THE TREASURY

Date: MAY 16 2019

HIGHER GROUND NEIGHBORHOOD
DEVELOPMENT CORP
C/O AMBER BLACKWELL
6441 HERZOG ST
OAKLAND, CA 94608

Employer Identification Number:
31-1779933
DLN:
17053313341008
Contact Person:
MS. REPENNING ID# 31797
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Business Search - Results

The California Business Search is updated daily and reflects work processed through Wednesday, June 30, 2021. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on requesting a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Results of search for Corporation Name keyword "Higher ground neighborhood development corp." returned 1 entity record (out of 1 record found).

Show 10 entities per page

Narrow search results:

Entity Number	Registration Date	Status	Entity Name	Jurisdiction	Agent for Service of Process
C2272601	04/27/2001	ACTIVE	**HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.**	CALIFORNIA	AMBER BLACKWELL

Showing 1 to 1 of 1 entities

Previous 1 Next

Modify Search New Search

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
2010 Mandela Parkway Oakland, California 94608
(510)901-3943 higherground_ndc@yahoo.com

BOARD OF DIRECTORSOF DIRECTORS ROASTER

CAPRICE MONCREASE	BOARD PRESIDENT 8120 Apt A Hayward, CA 94541 Property manager	
TIFFANY GIPSON	BOARD SECRETARY 3826 Midvale Ave 94602 Loan Officer	OAKLAND,CA
CHARLENE LEWIS	BOARD TRESURER 1360 Terrabella Way, 94602 Retired OUSD Principal and Alameda Co Dept. of Education Special Ed. Administrator	OAKLAND,CA
EARLETTA LARRY	BOARD MEMBER 1621 Bancroft Ave Retired Teacher Oakland Unified School District	OAKLAND,CA
VERNON GOINS	BOARD MEMBER 1330 Broadway, 94612 Attorney at Law, Taylor, Goins, & Stallworth LLP	OAKLAND,CA

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
(510)658-6454
email: higherground_ndc@yahoo.com

AGENDA & ACTION SPECIAL MEETING
MINUTES

5.14.2020
Agenda and minutes prepared by: Angela Gipson, Board secretary

In Attendance: Amber Blackwell, Tiffany Gipson, Darrel Dancy, Caprice Moncrease, and Charlene Lewis.

Was Quorum met: yes,

ITEM: Acceptance Reorganization Recommendations Board Report
Executive Director submitted board report outlining ideas on how to densify service to reflect the organizational growth. The report contains funding needed to restructure, training and coaching in new areas of service, and personnel needed to move the recommendations forward over the next four years.

MOTION: After discussion a motion by Tiffany Gipson accepted the report.
ACTION: No action was taken

ITEM: Retiring Board Members
Carol Ginzburg and Darrell Dancy are retiring from the Board. They have been nominated and elected for the past 3 cycles.
MOTION: Accept Carol and Darrell retirement motion.
ACTION: Remaining board members accepted the nomination.

ITEM: Nominating Charlene Lewis to Board Treasure
Tiffany Gipson nominated and the nomination was accepted to move Dr. Lewis to Treasure and adding Caprice Moncrease as a Board Member
MOTION: Nominate Dr. Lewis to be treasure and Caprice Moncrease to be Board Treasurer
ACTION: Board accepted the nomination.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Instructions for RFQ Application Submission:

Please use this link to register to receive access to a Google RFQ folder. The Google folder will house the RFQ application and supporting documents will need to be uploaded there. Access to this link will be available until June 15, 2021. Deadline for submission for a completed RFQ application and supporting documentation is June 30, 2021 by 5:00 pm. Any documents submitted after the deadline will not be accepted or reviewed.

Required Supporting Documentation Instructions:

All uploaded files will need to be in PDF format and accessible to OUSD. Any files missing could result in a disqualification from the RFQ process. All files will need to be clearly labeled based on the list below:

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

On behalf of Higher Ground Neighborhood Dev. (agency), I, Amber Blackwell (Name) Executive Director (position), Declare under penalty of perjury under the laws of the State of California that the foregoing in true and correct.

Signature: Amber Blackwell

Date: 7.2.2021

PLANTING JUSTICE
www.plantingjustice.org
319 105th Ave
Oakland, CA 94603
(510) 290-4049

June 1, 2021

Dear Extended Learning Offices,

I want to take the time to recommend Higher Ground Neighborhood Development for continued service as an Oakland Unified School District Lead Agency. Over the past five years, Higher Ground has worked diligently as a community-based partner who serves youth. Just this past year Higher Ground along with other Oakland CBO's, secured a multiyear multimillion dollar funding deal that will put Bike enrichment programming at all HG after school sites as well as its community center. We are pleased to support the Proposal for continued partnership with OUSD.

With gratitude

Gavin Raders

Gavin Raders
Co-Director
Planting Justice
5104351316
gavin@plantingjustice.org

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
(510)658-6454
email: higherground_ndc@yahoo.com

5.14.2021

Dear Extended Learning Office,

I am please to write this letter of support for the continued partnership with Oakland Unified' s Extended Learning offices. I have witnessed the growth and attempts of the Executive Director to lead in ways that maintain the integrity of the organization while fiercely protecting staff and the fundamental tenants of Higher Ground programming. I am aware of the long historical relationship Higher Ground has with OUSD and we are committed to continuing to support the partnership. It is for these and many other reasons that I am pledging to continue to support this partnership as the Board President.

Ms. Caprice Moncrease
Board President
Higher Ground Neighborhood Development Corp.

Higher Ground Neighborhood Development Corp.

(A NON-PROFIT CORPORATION)

AUDITED

FINANCIAL STATEMENTS

AS OF

December 31, 2017

WITH

REPORT OF CERTIFIED PUBLIC ACCOUNTANT
MARVIN L. TATE, CPA

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Higher Ground Neighborhood, Inc.
Oakland, CA

I have audited the accompanying statement of financial position of Higher Ground Neighborhood, Inc., (a not for-profit organization), as of December 31 , 2017 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of organization's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred above present fairly, in all material respects, the financial position of Higher Ground Neighborhood, Inc., as of December 3 1, 2017 and the changes in its net assets and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, I have also issued my report dated May 15, 2018 on my consideration of Higher Ground Neighborhood, Inc.'s internal control over financial reporting and my tests of its compliance with certain provisions of laws, regulation, contracts and grants agreements and other matters. The purpose of that report is to describe the scope of the testing of internal controls over financial reporting and compliance and the result of that testing and not to provide an opinion on the internal control over financial reporting or compliance. The report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of my audit.

My audit was conducted primarily for the purpose of expressing an opinion on the basic financial statements. The accompanying Statement of Expenditures of Alameda County Contracts and Schedule of Expenditures of Federal Awards are presented for the purposes of additional analysis as required by Alameda County Behavioral Health Services and by U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States Local Governments and Nonprofit and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in my opinion, is fairly stated in all material respects, in relation to the basic financial statements taken as a whole.

Tate

Oakland California
May 15, 2017

Marvin L. Tate
Certified Public Accountant

Higher Ground Neighborhood Development Corp.

Statement of Activities
For the Year Ended December 31, 2017
Changes In Unrestricted Net Assets:

Unrestricted Revenue:	
Satification of program restriction	979,414.76
Total unrestricted revenue	979,414.76
Operating Expenses:	
Program Expense	790,437.52
Transportation	3,031
Professional Fees	11,432
Office Expense	2,240
Total operation expenses	807,140.52
Excess of unrestricted net assets before other income and expenses	172,274.24
Increase in unrestricted net assets	3,890.40
Increase in Net Assets	3,890.40
Net Assets, beginning of the year	53,890.40
Net Assets, end of the year	57,780.80

Higher Ground Neighborhood Development Corp.

Statement of Financial Position

December 31, 2017

Assets

Current Assets:	
Cash	46,771
Total Current Assets	46,771
TOTAL ASSETS	46,771

LIABILITIES AND NET ASSETS

Current Liabilities:	
Accounts Payable	6,275
Total Current Liabilities	6,275
Total Liabilities	6,275
Net Assets	
Unrestricted	40,496.00

Higher Ground Neighborhood Development Corp.

TOTAL LIABILITIES & NET ASSETS	46,771

APPENDIX I: RFQ Application

2021 OUSD Request for Qualifications Application (Template)

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

Cover Sheet Template:

Organization Name	Higher Ground Neighborhood Development Corp.
Primary Contact Person:Amber Blackwell	Secondary Contact Person: Vannary Jim
Email: higherground_ndc@yahoo.com	Email: Vannary.Vannary@gmail.com
Telephone #:510.230.5120	Telephone #: 909.567.8194

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

Alternative High School

Continuation High School

Comprehensive High School

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

Have you served as an OUSD Lead Agency partner before in past years?	X	Yes
		No
If so, please identify the years and durations served.	18	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?		Yes
	X	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? 1	# Sites 1
In the box below, please briefly explain your rationale for this number of sites?	

On behalf of	Higher Ground Neighborhood (Agency), I, Amber Blackwell	(name)
Executive Director (Position), declare under penalty of perjury under the laws		
of the State of California that the foregoing is true and correct.		
Signature:	Amber Blackwell Date: 7.2.2021	

APPENDIX II: Application Questions

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

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

- OUSD's mission is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent educators, every day. Our vision is that all Oakland Unified School District students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success. Please explain why your organization is uniquely positioned to engage in partnership with the OUSD Expanded Learning Office to serve students. What is your organization's mission and vision and how does it align with OUSD?

- Describe your experience and approach to serving the Oakland community and/or other communities with similar demographics, assets, challenges, etc. Discuss your background working with Oakland families and other community partners. (Reference the supporting documents required under Eligible Applicant Qualifications Appendix III to support your experience).

- OUSD Expanded Learning Office is looking for partners who can demonstrate the ability to collaborate with transparency and commit to shared decision making with Oakland students, families, site leaders and district leaders. Provide our office with clear examples of how your agency has or will approach working with stakeholders and engage in collaborative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/29/2021

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

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

PRODUCER
Brown & Brown Insurance Services of California, Inc
3697 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: Jenna Halsey
PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No):
E-MAIL ADDRESS: jhalsey@bbnca.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	
INSURER B : United States Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Higher Ground Neighborhood Development Corp.
6441 Herzog Street
Oakland CA 94608-1221

COVERAGES **CERTIFICATE NUMBER:** 21/22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CF1-ML-10000567-04	03/14/2021	03/14/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05311526-8	03/19/2021	09/19/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1-UM-10000109-04	03/14/2021	03/14/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse or Molestation Offense Limit Abuse or Molestation Aggregate			CF1-ML-10000567-04	03/14/2021	03/14/2022	Per Claim Aggregate	1,000,000 2,000,000

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

The Oakland Unified School District, its Board Members, directors, officers, agents, and employees and volunteers are included as Additional Insured if required by written contract on the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

POLICYHOLDER COPY NA

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-01-2020

GROUP:
POLICY NUMBER: 9138960-2020
CERTIFICATE ID: 16
CERTIFICATE EXPIRES: 08-01-2021
08-01-2020/08-01-2021

OAKLAND UNIFIED SCHOOL DISTRICT NA
1000 BROADWAY STE 440
OAKLAND CA 94607-4033

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2019-08-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-01-2016 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT NA
DEVELOPMENT CORP (A NON-PROFIT AND PUBLIC
BENEFIT CORP)
6441 HERZOG ST
OAKLAND CA 94608

M0409

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(REV.7-2014)

Wells Fargo Combined Statement of Accounts

HIGHER GROUND NEIGHBORHOOD
DEFERRED COMPENSATION
6441 HERZOG ST
EMERYVILLE CA 94608-1221

Questions?

Available by phone 24 hours a day, 7 days a week:
We accept all relay calls, including 711
1-800-CALL-WELLS (1-800-225-5935)

En español: 1-877-337-7454

Online: wellsfargo.com/biz

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

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☐

IMPORTANT ACCOUNT INFORMATION

The following dedicated text telephone/telecommunication device for the deaf (TTY/TDD) lines are being retired on March 5, 2021: 800-877-4833, 800-419-2265 and 800-600-4833. We accept relay-assisted calls, including calls from the 711 service, when customers call any Wells Fargo customer service toll-free phone number. Wells Fargo will continue to provide excellent service to our deaf or hard of hearing customers and customers with speech disorders.

WELLS FARGO

Summary of accounts

Checking/Prepaid and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Wells Fargo Business Choice Checking	2	2144188790	11,255.55	11,255.55
Initiate Business Checking℠	3	6420716919	136,268.10	72,698.27
	Total deposit accounts		**$147,523.65**	**$83,953.82**

Wells Fargo Business Choice Checking

Statement period activity summary

Beginning balance on 6/1	$11,255.55
Deposits/Credits	0.00
Withdrawals/Debits	- 0.00
Ending balance on 6/30	**$11,255.55**

Account number: **2144188790**

HIGHER GROUND NEIGHBORHOOD DEFERRED COMPENSATION

California account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 121042882

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 06/01/2021 - 06/30/2021	Standard monthly service fee $0.00	You paid $0.00

WX/W5

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	7,500	0	0.0030	0.00
Transactions	0	200	0	0.50	0.00
Total service charges					**$0.00**

Other Wells Fargo Benefits

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.

IMPORTANT ACCOUNT INFORMATION

Effective September 1, 2021, the non-Wells Fargo ATM balance inquiry fee will increase from $2.00 to $2.50, and the non-Wells Fargo ATM transfer fee will increase from $2.00 to $2.50. To avoid these fees, monitor your balances and transfer money by accessing Wells Fargo ATMs, calling the number on the back of your card, and using Wells Fargo Online® or the Wells Fargo Mobile® app. Availability may be affected by your mobile carrier's coverage area. Your mobile carrier's message and data rates may apply. These fees may not be applicable to all customers and may vary depending on the type of Account you have. For more details, refer to the applicable Wells Fargo Fee and Information Schedule for your Account.

Effective May 28, 2021, the following fees were eliminated and there is no longer a charge for these services: audit confirmation, credit inquiry, coin deposited per bag, and document copy. Thank you for banking with Wells Fargo. We appreciate your business.

Initiate Business Checking℠

Statement period activity summary

Beginning balance on 6/1	$136,268.10
Deposits/Credits	41,437.30
Withdrawals/Debits	- 105,007.13
Ending balance on 6/30	**$72,698.27**

Account number: **6420716919**

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORPORATION

California account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 121042882

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	*Check Number*	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
6/1	2974	Check		780.00	
6/1	2966	Check		1,140.00	134,348.10
6/2		Deposit Made In A Branch/Store	26,879.31		
6/2	2987	Deposited OR Cashed Check		1,300.00	
6/2	<	Business to Business ACH Debit - Mrrllc-32009Uo1 Sigonfile 060221 B67Nr7 Higher Ground Neighbor		2,314.28	
6/2		American Express ACH Pmt 210602 V0006 Amber Blackwell		15,000.00	142,613.13
6/3		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bmkx5St Business Checking 6919 to 8379 Pro Supp Temp Reader		400.00	
6/3		Withdrawal Made In A Branch/Store		4,000.00	138,213.13

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/4	2984	Check		186.71	
6/4	2983	Check		551.56	137,474.86
6/7	2982	Check		1,214.78	136,260.08
6/8		Harland Clarke Check/Acc. 060721 00000927575482 Higher Ground Neighbor		288.94	
6/8		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bnmt6V8 Business Checking 6919 to 8741 Eso Summer Pro Supplies		300.00	
6/8		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bnmt9N6 Business Checking 6919 to 8766 Oda Prog. Supplies		300.00	
6/8		Comcast 8155400 390099370 210607 6843513 Amber *Blackwell		322.60	
6/8	2981	Check		8.99	
6/8	2988	Check		2.00	
6/8	2985	Check		588.51	
6/8	2986	Check		67.00	134,382.04
6/9		Deposit Made In A Branch/Store	14,557.99		
6/9	2990	Check		18,023.50	130,916.53
6/10	2977	Check		829.70	130,086.83
6/11		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bpc4K56 Business Checking 6919 to 8379 Montclair Wfd		2,000.00	
6/11	2991	Deposited OR Cashed Check		747.00	
6/11	<	Business to Business ACH Debit - Paychex Eib Invoice 210611 x92862100000187 Higher Ground Neighbor		369.99	
6/11	<	Business to Business ACH Debit - Paychex Tps Taxes 061021 92865700007888x Higher Ground Neighbor		2,901.41	
6/11	<	Business to Business ACH Debit - Paychex Payroll 92863400001550x Higher Ground Neighbor		5,785.95	
6/11	2976	Check		8,243.05	110,039.43
6/14	2994	Check		273.86	
6/14	2979	Check		152.00	109,613.57
6/15		Americo Ins CO's Ins Pmt 210614 100000011503762 Amber Blackwell		153.67	
6/15	2995	Check		70.00	109,389.90
6/16		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bq7H5VP Business Checking 6919 to 8741 Eso Summer Hub Pro Supplies		200.00	
6/16	2992	Check		2,880.00	106,309.90
6/17	2989	Check		5,676.21	100,633.69
6/21		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bqxd7BT Business Checking 6919 to 8379		300.00	
6/21		Withdrawal Made In A Branch/Store		1,000.00	99,333.69
6/23	3009	Cashed Check		2,472.00	
6/23		Online Transfer to Higher Ground Neighborhood Ref #Ib0Brt3Htx Business Checking 6919 to 8379 Wfd Stipends		1,400.00	95,461.69
6/24	<	Business to Business ACH Debit - Paychex Eib Invoice 210624 x93040900000510 Higher Ground Neighbor		369.99	
6/24	<	Business to Business ACH Debit - Paychex-Rcx Payroll 93043400001948x Higher Ground Neighbor		4,992.95	
6/24	3002	Check		600.00	
6/24	2997	Check		176.64	
6/24	3010	Check		6,300.00	
6/24	2996	Check		349.87	82,672.24
6/25		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bs85Tm9 Business Checking 6919 to 8379 Wfd Stipend		500.00	
6/25	<	Business to Business ACH Debit - Paychex Tps Taxes 062321 93036800024662x Higher Ground Neighbor		2,757.85	
6/25	3001	Check		1,296.19	
6/25	2998	Check		1,214.78	76,903.42
6/28	3000	Check		120.00	
6/28	3005	Check		151.00	
6/28	3004	Check		6.00	76,626.42

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/29		Online Transfer to Higher Ground Neighborhood Ref #Ib0Bsxq3Cm Business Checking 6919 to 8741		200.00	
6/29	3003	Check		79.00	
6/29	3011	Check		600.00	75,747.42
6/30	3007	Deposited OR Cashed Check		1,300.00	
6/30	3008	Check		1,749.15	72,698.27
Ending balance on 6/30					**72,698.27**
Totals			**$41,437.30**	**$105,007.13**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2966	6/1	1,140.00	2987	6/2	1,300.00	3000 *	6/28	120.00
2974 *	6/1	780.00	2988	6/8	2.00	3001	6/25	1,296.19
2976 *	6/11	8,243.05	2989	6/17	5,676.21	3002	6/24	600.00
2977	6/10	829.70	2990	6/9	18,023.50	3003	6/29	79.00
2979 *	6/14	152.00	2991	6/11	747.00	3004	6/28	6.00
2981 *	6/8	8.99	2992	6/16	2,880.00	3005	6/28	151.00
2982	6/7	1,214.78	2994 *	6/14	273.86	3007 *	6/30	1,300.00
2983	6/4	551.56	2995	6/15	70.00	3008	6/30	1,749.15
2984	6/4	186.71	2996	6/24	349.87	3009	6/23	2,472.00
2985	6/8	588.51	2997	6/24	176.64	3010	6/24	6,300.00
2986	6/8	67.00	2998	6/25	1,214.78	3011	6/29	600.00

** Gap in check sequence.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 06/01/2021 - 06/30/2021	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average ledger balance	$1,000.00	$108,326.00 ☑
· Minimum daily balance	$500.00	$72,698.27 ☑

C1/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	59	100	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

Other Wells Fargo Benefits

Go paperless with online statements - the safe and efficient way to stay organized

You'll get fast, secure, contactless delivery - plus easy online access up to seven years of your deposit account statements.* We'll also send you an email alert when each statement is ready to view. You can securely view, download, print and save your statement with the peace of mind that you have an online backup. You can also switch back to paper statements at any time.

It's easy to set up online statements - on the Wells Fargo Mobile® app, choose Menu > Profile > Delivery Preferences or sign on to Wells Fargo Business Online®, click on "Accounts" and then "Manage Delivery Preferences" under "Statements & Documents."

If you have questions, please contact your local banker or call the number listed on this statement.

Switch to online statements today and your statements will only be a few clicks away whenever you need them!

Wells Fargo Bank, N.A. Member FDIC

*Online Statements require Adobe Acrobat® PDF reader. The length of time the specific product statements are available online can be found in Wells Fargo Business Online® in Statements & Documents. Availability may be affected by your mobile carrier's coverage area. Your mobile carrier's message and data rates may apply.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount