



Board Office Use: Legislative File Info.	
File ID Number	25-1322
Introduction Date	6/04/25
Enactment Number	
Enactment Date	

Board Cover Memorandum

To Board of Education

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

Meeting Date June 4, 2025

Subject Expanded Learning Programs After School Program Master Contract 2025-2028 with Think Together

Ask of the Board XXApprove After School Master Contract
☐ Ratify Services Agreement

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

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

Not-To-Exceed Amount \$5,123,238.99

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 \$1,373,238.99; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$3,750,000.00*

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

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

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

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

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

Attachment(s)

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

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

Think Together

1. **Intent.** This Master Contract establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after-school grant funds, to contract with Think Together ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at the OUSD school sites identified in the Scope of Work(s) to be incorporated into this Master Contract by reference. A summary of Agency after school programs to be offered during the school year ("SUMMARY") is attached hereto as Exhibit A. Summer programs will be selected through a Scope of Work at a later date, based on OUSD needs, site availability, and subject to Board approval. Identification of summer programs is anticipated in February of each year and after-school providers will be assigned to OUSD schools to facilitate summer programming.
2. **Scope of Work.** The Scope of Work consists of the approved Annual Budget Tool and Annual Expanded Learning Opportunity Program Planning Tool, templates of which are attached hereto as Exhibit B. There shall be a Scope of Work for each separate school site served by AGENCY. The term of the Scope of Work shall not exceed one year. OUSD and AGENCY shall ensure that a Scope of Work is executed for each identified school site no later than 30 days prior to the date on which services under that Scope of Work are scheduled to begin. By approving this Master Contract, and the Scope of Work templates and Summary attached hereto as Exhibits A and B, the OUSD Board of Education ("BOARD") delegates to the Executive Director of Community Schools and Student Services ("CSSS Executive Director") the authority to approve and amend individual Scopes of Work for after school programs during the school year without further Board action required. Any Scopes of Work or amendments exceeding the approved amounts in the SUMMARY require Board approval.
3. These services will be funded by one or more of the following grants:
 - California Department of Education ("CDE") After School Education and Safety Program ("ASES")
 - US Department of Education 21st Century Community Learning Centers (21st CCLC)
 - US Department of Education 21st Century High School After School Safety and Enrichment for Teens ("ASSETS")
 - Expanded Learning Opportunities - Programs ("ELO-P")
 - Oakland Fund for Children and Youth - This Master Contract will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASES and 21st CCLC funds.
 - Private grants
4. **Term of Master Contract.** The term of this Master Contract shall be July 1, 2025, through July 31, 2028.
5. **Termination and Suspension.**
 - 5.1. **Termination for convenience by OUSD.** The BOARD may at any time terminate this MOU or any Scope of Work entered into pursuant to Section 2 of this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. The OUSD After Schools Program shall also annually review the AGENCY's performance and bring recommendations to terminate the AGENCY to the Board.

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

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

5.4. **Average Daily Attendance Requirement.** In the event, an AGENCY fails to achieve 86 percent of their annual attendance target in any given calendar year (EC Section 8483.7[a][1][D]), AGENCY will be placed on probation from (January-May). If AGENCY is unable to meet compliance deliverables to improve ADA, AGENCY's contract will be assessed to determine capacity to continue serving as the expanded learning provider at the school site.

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

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

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

Jan-May: Transition

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

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

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

6. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after-school grant funds and subject to grant funding levels, the ASES, 21st

CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three-year grant totals for each school site identified in Exhibit A. The three-year not-to-exceed amount for this Master Contract is \$ \$5,123,238.99. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

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

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

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

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

6.3.OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASES, ELO-P, and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

6.4.AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 5% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASES, 21st CCLC, ASSETS, and 10% ELO-P grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASES, ELO-P, and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative

costs consist of expenditures for administrative activities that provide a direct benefit to the ASES, 21st CCLC, ASSETS, and ELO-P programs. Indirect costs consist of expenditures for administrative activities necessary for the general operation of the agency, but that cannot be tied to the ASES, 21st CCLC, ASSETS, and ELO-P programs.

6.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for each school year during the term of this Agreement and will not exceed the budget reflected in Exhibit B for each Scope of Work.

6.6. Site Coordinator. (Per EC Section 8483.9(c)), the cost of a program Site Coordinator may be included as direct service provided that at least 85 percent of the Site Coordinator's time is spent at the program site.

6.7. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD and AGENCY, before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, that does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

6.8. Program Fees. The intent of the ASES, 21st CCLC, ASSETS, and ELO-P programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after-school program. Fees should not create a barrier to participation in the after-school program. After-school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. The fee structure must be identified within the Scope of Work approved by both parties prior to charging any program fees. AGENCY shall provide the OUSD After School Programs Office with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Any site receiving 21st Century Community Learning Center (CCLC) and ASSETS must report all fees collected (i.e., registration fees, family fees, application fees, etc.) to the OUSD After-School Program Office for CDE reporting. (EC 8482.6)

7. Services. AGENCY will serve as the lead agency at the OUSD school sites identified in the annual Scope of Work, will be responsible for operations and management of the ASES, 21st CCLC, ASSETS, ELO-P, OFCY, and private grants contracted to AGENCY by OUSD for fiscal years 2025-2026- through 2027-2028. This shall include the following required activities:

7.1. Student Outcomes. AGENCY shall achieve the student outcomes described in the grant application narrative and articulated in documents from the program evaluation team, both of which are incorporated herein. AGENCY agrees to develop school specific outcomes, as defined

in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after-school and summer programs, and ensures that school site objectives are met. (EC 8483.3[c][5], 8483.3[c][6])

7.2.Alignment with Single Plan for Student Achievement (“Site Plan”). AGENCY will ensure the after-school program aligns with objectives of OUSD and OUSD school sites identified in the “School Site List and Annual Grant Amounts” attached hereto as Exhibit A which are designed to ensure the success of students as articulated in the Site Plan(s). AGENCY will work in partnership with the school principal(s) to ensure that the program components are aligned with and complement OUSD standards and school site curriculum. (EC 8483.3[c][5], 8483.3[c][6])

7.3.Alignment with LCAP. AGENCY will ensure the after-school program aligns with objectives LCAP Goal 2: Focal student groups demonstrate accelerated growth to close our equity gap and should be supportive of other LCAP goals, as identified in the Annual Expanded Learning Opportunity Program Planning Tool within the Scope of Work. (EC8483.3[c][6])

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

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

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

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

7.5.Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 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. OUSD’s Expanded Learning Office will monitor all compliance requirements and provide regular supervision of sites at its discretion. AGENCY will provide all necessary documents within 48 hours of written request by OUSD.

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

7.7.Program Requirements

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

- 7.7.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2025–2026 through the 2027-2028 school years (EC Section 8483[a][1]). AGENCY will close the ASES, 21st CCLC, ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2025-2026 through the 2027-2028 school years for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental or ELO-P grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder. AGENCY can not utilize ASES/21stCCLC/ASSETS/ELO-P professional development days during the first week of school.
- 7.7.3. **Program Staffing.** AGENCY agrees to ensure each school site is fully staffed (lead agency staff and/or subcontractors) and able to provide comprehensive programming to 86% of the grants ADA requirement commencing on the first day of school and continuing through the last day. AGENCY will ensure staff are clearly identifiable. Site coordinator salary is considered direct service and the Site coordinator must be on campus at least 85% of the time (8483.9[c]). AGENCY will provide staff with training and development (EC Section 8483.3[c][4]) to ensure high quality programming. Selection of the Site Coordinator is subject to the approval of the school site principal (EC Section 8483.4)
- 7.7.4. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES, 21st CCLC, ASSETS, and ELO-P grants for students identified at each of the schools listed in the “School Site List and Annual Grant Amounts” attached hereto Exhibit A. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:
- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests. (EC 8482.3[c][1][A], 8482.3[f][6], 8483.3[c][1])
 - **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning, and other youth development activities based upon student needs and interests. (EC 8482.3[c][1][B], 8482.3[f][6], 8483.3[c][2]) All programs must offer both enrichment and recreation/physical fitness activities as core components of the after-school program, and summer program if summer program is provided. (EC 8483.3[c][7])
 - **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services. (EC Section 8482.3[c][1][A])
 - **Equitable Access Programming.** AGENCY shall include a component for students at all schools site receiving Equitable Access funding to support full access to program components.
 - **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental and/or ELO-P grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. If summer services will be added, a separate Scope of Work will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
 - **Elementary and Middle School Sports League Activities.**
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off-site practices and games, are subject to the field trip

policy high-risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Elementary and Middle School Sports Release of Liability and Assumption of Risk prior to participation. The Elementary and Middle School Sports Release of Liability and Assumption of Risk template will be provided to the AGENCY by OUSD prior to the beginning of each school year.

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

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

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

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

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

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

7.7.4.1.5. Provide annual training to AGENCY.

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

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

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

7.7.4.2.3. Ensure meal count is accurate;

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

7.7.4.2.5. Return leftovers to the cafeteria;

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

7.7.4.2.7. Ensure that meals are not removed from campus

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

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

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

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

7.7.4.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged OUSD's current meal costs that OUSD is unable to claim due to AGENCY's failure to comply with program requirements: The current costs for the 2024-2025 school year are below; these amounts may change throughout the life of the agreement.

7.7.4.4.1. Super Snack: \$3.66

7.7.4.4.2. Supper: \$3.66

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

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

7.7.5. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20 for elementary, middle, and high school programs, with no more than 20 youth for each qualified, adult staff supervisor. TK-K programs must operate on a 1:10 staff to youth ratio. (EC Section 8483.4)

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

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

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

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

7.8.2. **Attendance Reports.** AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years following the termination of this Agreement for auditing purposes. (EC 8482.3[f][10][A], 8484[a][1][A])

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

7.9. **Maintain a Clean, Safe, and Secure Environment.** AGENCY shall maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines.

AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training, and security policies and protocols sufficient to ensure staff, student, and family member safety. (EC 8483.3[c][3])

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

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

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

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

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

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

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

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

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

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

7.15.1.1. Epi-Pen Medication Overview:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

- 8.3.2. **"Notice of Waiver of All Claims:** Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
- 8.3.3. After-school and summer program staff or subcontractors leading trip must have a written list of students attending the trip.
- 8.3.4. No student shall be prevented from making a trip due to lack of sufficient funds.
- 8.3.5. After school and summer program staff or subcontractors leading the trip shall have a sufficient first aid kit in their possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 8.3.6. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of the trip and any needed revisions to the supervision plan made, including making sure that chaperones understand relevant information (e.g. food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with the physician's instructions.
- 8.3.7. **Supervision**
- 8.3.7.1. AGENCY Executive Director must review and approve the supervision plan.
- 8.3.7.2. Trip as structured is appropriate to age, grade level, and course of study.
- 8.3.7.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after-school program staff, students, and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after-school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading the trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 8.3.7.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 8.3.7.5. Adult: Student Ratio is at least 1:10 or higher if swimming or wading or high-risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 8.3.7.6. Safety requirements have been met (e.g.: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).

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

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

8.3.10. Vendor is licensed to provide all proposed activities.

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

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

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

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

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls

- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

8.5.3. Swimming Activities

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

- 8.5.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after-school program staff before the trip is scheduled.
- 8.5.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 8.5.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 8.5.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 8.5.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 8.5.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 8.5.3.8. Staff and chaperones assigned to supervise students must wear swimsuits, know how to swim, and be at each side of the pool or swim area actively monitoring students at all times.
- 8.5.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 8.5.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

- 8.6.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the OUSD Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver, on a form to be provided by the OUSD to AGENCY prior to the beginning of each school year, executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 8.6.2. Should AGENCY fail to provide an original, properly completed, signed, and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers, and agents from all claims and actions resulting therefrom.

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

- 9. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASES, 21st CCLC, ASSETS, & ELO-P grant funds contracted to AGENCY by OUSD for the fiscal year 2025-2028 (EC 8482.3[f][5]). AGENCY will function as a sub-recipient of funding and as such, will follow all required fiscal guidelines and meet outlined

standards as referenced in applicable Federal and State sub-recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub-recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

10. Invoicing

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

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

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

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

10.5. **Submission of Invoices for ASES, 21st Century, and ELO-P Grants.** For services rendered related to the ASES, 21st CCLC, ASSETS, ELO-P grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASES, 21ST CCLC, ASSETS, and ELO-P grants, with a cumulative total for 2025-2028 not to exceed the amount identified in Section 6, and in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD Expanded Learning Office via Salesforce Community invoicing tool. AGENCY will also submit the required OUSD invoicing and staff qualifications form via the Salesforce Community.

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

and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

12. Changes

- 12.1. **Agency Changes.** AGENCY may, at any time, request in writing changes to the Scope of Work. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written request shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in an amended Scope of Work and signed by OUSD prior to AGENCY's implementation of such changes; changes that increase the proposed budget may require prior approval by the BOARD.
- 12.2. **Changing Legislation.** AGENCY understands that changes in Federal or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2025 - through the - 2028 fiscal years to reflect additional changes resulting from such legislation.

13. Conduct of Consultant

- 13.1. **Staff Requirements.** AGENCY must comply with all Federal and State employment and labor laws. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 13.1.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense Mandated Reporter training equivalent to that set forth in California Education Code section 44691(b) to all AGENCY agents at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 13.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by EC 49406 within the prior 60 days. If tuberculosis risk factors are identified, AGENCY agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.
- 13.1.3. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement. (EC 8483.4)
- 13.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff-to-student ratio (EC 8483.4) must meet the following minimum

qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48-semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on-site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching, and preparation time to enable staff and agent performance to meet the goals of the ASES/21st Century after-school grant program and provide a safe and secure program.

- 13.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employees, representatives, or agents from the OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after-school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 13.3. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit G is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of a change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 13.4. **Drug-Free / Smoke-Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees, and or subcontractors.
- 13.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 13.6. **Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance, and

participation in after-school programs. In order to have safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents. AGENCY employees shall undergo training around appropriate interactions with students in child development settings.

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

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

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

- 15.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate.
- 15.2. An ACORD Sheet for Professional Liability or Corporal Punishment insurance: It should have minimum policy limits of \$1MM per occurrence and \$2MM aggregate;
- 15.3. Either one of these two types of coverage are acceptable - It should be on an ACORD Sheet: A) Improper Sexual Conduct & Physical Abuse Liability or B) Sexual Abuse & Molestation. It should have minimum policy limits of \$1MM per occurrence and \$2MM aggregate minimum
- 15.4. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 15.5. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment, and supplies of AGENCY. If any OUSD property is leased, rented, or borrowed, it shall also be ensured the same as real property.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said

Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commences under this Master Contract. If at any time said policies of insurance lapse or become canceled, OUSD may immediately terminate this agreement. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. (Exhibit D). OUSD has the rights to update the insurance requirements and AGENCY must comply with the updated requirements. Failure to comply will result in the termination of contract.

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

OUSD

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

AGENCY

Name: Randy Barth
Title: Founder & CEO
Address: 2101 E. 4th Street #200B
City, ST Zip: Santa Ana, CA 92705
Phone: 714-543-3807 x8122
Email: RBarth@thinktogether.org

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

17. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
18. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
19. **Program Books and Supplies.** Supplies can be purchased by OUSD and by the Lead Agency. A Lead Agency cannot exceed \$4,500 in supply purchases. Supplies to be used in both the school day and after-school program must be jointly funded, with a maximum of 50% applied to ASES/21st/ELOP/ASSETS. All supplies purchased with grant funding remain the property of OUSD and must remain at the site (see section 7.21).
20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/>

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



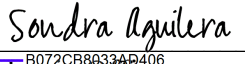
OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY
<input type="checkbox"/> President, Board of Education _____ Date _____	<div>DocuSigned by:  102A75AB4C4E45F...</div> <div>_____ 5/8/2025 Agency Signature _____ Date _____</div>
<input type="checkbox"/> State Administrator _____	<u>Randy Barth, Founder & CEO</u>
<input type="checkbox"/> Superintendent _____	Print Name, Title
Secretary, _____ Date _____ Board of Education	Attachments:
<div>DocuSigned by:  806EC2B9F1FE4AB...</div> <div>_____ 5/8/2025 Executive Director _____ Date _____ Community Schools and Student Services Dept.</div>	<ul style="list-style-type: none">● Exhibit A. School Site List and Annual Grant Amounts● Exhibit B. Scope of Work Template and Budget Tool Template● Exhibit C. Procedure for Invoicing & Attendance● Exhibit D. Certificates of Insurance● Exhibit E. Statement of Qualifications● Exhibit F. Agency Letter● Exhibit G. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY
<div>Signed by:  B072CB8033AD406...</div> <div>_____ 5/9/2025 Chief Academic Officer _____ Date _____ Continuous School Improvement</div>	Legislative File ID: <u>25-1322</u>
MOU template approved by OUSD Office of the General Counsel May 2025	

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

After-School Sites:

School Site Name:	Projected After-School Enrollment Numbers:	Projected Total Annual Grant:
Carl B. Munck Elementary	83	\$452,612.13
Claremont Middle	55	\$401,651.36
Edna Brewer Middle	110	\$553,482.84
Montera Middle	77	\$300,000.00
	Total:	\$1,707,746.33

Exhibit B

Blank Template of PPT and Budget Tool

INSERT HERE



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

2025-2026 ELEMENTARY/MIDDLE & HIGH

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

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION

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

SECTION 2: PROGRAM OPERATIONS

PROGRAM DATES, MINIMUM DAYS & SCHEDULE
To be compliant with California Department of Education (CDE) grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year. Programs must begin to operate on the first day of school and run until the last day of school.
Program Operations for the 2025-2026 school year. First Day: August 11, 2025 Last Day: May 28, 2026.
2025 UPDATED ED CODE:

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

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

SECTION 3: ENROLLMENT

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

SECTION 4: INCLUSION

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

get priority access into the after-school program. If a student/family indicates they have a Golden Ticket, the correct response is to enroll and admit them immediately. If you have any concerns regarding their status, reach out to your Expanded Learning Program Manager. Transitional students are by definition:
- Any OUSD student who is a homeless youth, as defined by the federal <i>*McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)</i> , who is in foster care, or is designated as an unaccompanied minor.
- Any OUSD student who identifies as a newcomer, refugee or as an asylee. <i>*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)</i>
- Establishes the definition of homeless used by schools
- Ensures that children and youth experiencing homelessness have immediate and equal access to public education
- Provides for educational access, stability, and support to promote school success
- Needed to address the unique barriers faced by many homeless students
- OUSD's ExLO will also distribute Golden Tickets to students under special circumstances (Example: Emergency Transfers)
0 The expanded learning lead agency is aware of and will implement the OUSD Golden Ticket Policy.
Reasonable Accommodations Handout. Expanded Learning Inclusion Policy
Oakland School Board passed Resolution No. 2021-0159 in June 2021: Ensuring Access to Social-Emotional and Academic Supports for Students with Disabilities.

SECTION 5: PROGRAM COMPONENTS

PROGRAM COMPONENTS (The descriptions below should reflect the site's specific needs)

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

1) EDUCATIONAL COMPONENT

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

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

Respond Below:

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

Respond Below:

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

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

Respond Below:

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

Respond Below:

5) Family Engagement that may include literacy activities and other educational services that engage adult family members of students.
Describe how the expanded learning program provides opportunities to promote literacy and/or other educational services to adult family members of students?

Respond Below:

SECTION 6: CONTINUOUS QUALITY IMPROVEMENT

SECTION 6: CONTINUOUS QUALITY IMPROVEMENT (Alignment with CDE)	
This cycle of improvement revolves around twelve critical standards—the Quality Standards for Expanded Learning in California —which were developed in partnership between the California Department of Education’s (CDE) After School Division and the California Afterschool Network (CAN) Quality Committee.	
POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards	
Resources:	
Definitions: CDE Quality Standards	
Unpacked: CDE Quality Standards & CQI Spectrum	
Unpacked: CDE Quality Standards & CQI Spectrum	
0	<u>California Department of Education Quality Standards have been entered into the Google Form.</u>
Identify a Point of Service Standard you want to work on next year based on your data from Public Profit and set a goal for your program.	

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

SECTION 7: FACILITIES

SECTION 8: Facilities			
(a)	Plan with the school site administrator which rooms and outside spaces the expanded learning program will use Monday - Friday from the start of the program to 6 pm. Make sure to include bathrooms and snack areas.		
(b)	Lead Agency Director, will go into the Facilitron website to complete facilities usage requests no later than May 16, 2025. Visit the Facilitron website at: www.facilitron.com/dashboard/login		
	*NOTE: If using the school kitchen during the program, there needs to be an additional approved Facilitron request . A Nutritional Services (NS) staff member must supervise the proper use of the kitchen equipment and clean up afterward. Program using the kitchen will need to pay for the NS staff member's time during the kitchen use, similar to custodian services. The staff's hourly rate will determine the rate of pay.		
0	Lead Agency has reserved all facilities in Facilitron.	Date Entered into Facilitron	
Indoors (specify # of rooms) <i>i.e. 10 classrooms / 160 students</i>		Common spaces (specify space names) <i>i.e. Cafeteria, library, gym, large play yard, etc</i>	
# of classrooms	# of Students	Hours to be used	Which common spaces will your program use?

SECTION 8: CAMPUS SAFETY AND ACCESS

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

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

2025-2026 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

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

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

Required Signatures for Budget Approval:

Principal:
Lead

Date:
Date:

Exhibit C (1)



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

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

All ELO-P, 21st Century and/or ASES attendances and invoices must be submitted via the OUSD/Expanded Learning Salesforce Community.

- ◆ All attendance must be entered into Aeries Student Information System, and all copies of sign-in/sign-out sheets must be uploaded into the site's deliverable Google folder by the 10th of every month. Attendance sign-in must comply with OUSD and CDE's protocols.
- ◆ A detailed breakdown of charges must be provided, including the number of hours worked and the hourly rate. All subcontractors' payments and purchases under \$500/per item must be reflected in the corresponding invoice. Receipts for purchases made with expanded learning funds must be attached to the invoice to support any expenses reflected on the invoice. Bus itinerary and reservation documentation must be attached for all field trip expenditures **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st, and should be entered by the 10th of every month.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures will be collected through the Salesforce Community Database and DocuSign. All of these signatures must be signed by the intended individual.
- ◆ **Invoices should be accompanied by one Invoicing and Staff Qualifications form per school site.**

If there are any questions regarding the invoicing process, please contact the expanded learning program manager.

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

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Extended Contract teachers should submit a “Request for Extended Contract” form to After School Programs Office IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All ELO-P, 21st Century and/or ASES Extended Contracts and Time Sheets must be submitted via email to the OUSD After School Programs Office in order to be processed and paid.
- ◆ **Union Contract rate for teachers on extended contracts is \$47.50/hr.**
- ◆ Once the Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.
- ◆ Timesheets should be submitted to the After School Programs Office no later than the last working day of any month for payment at the end of the following month.

If there are any questions regarding these documents or procedures, please contact the Expanded Learning Office at expandedlearning@ousd.org.



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

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

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

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

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

Exhibit D

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2025

1/28/2025

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 Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No):
INSURED 1552547 Think Together 2101-A East Fourth Street Santa Ana CA 92705	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Company INSURER B: Great American Alliance Insurance Company INSURER C: Lloyds of London INSURER D: --- SEE ATTACHMENT --- INSURER E: INSURER F:
	NAIC # 16691 26832

COVERAGES**CERTIFICATE NUMBER:** 21323428**REVISION NUMBER:** XXXXXXXX


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	PAC 5603740	7/1/2024	7/1/2025	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CAP 0521523	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Cyber	Y	N	W35460240201	7/1/2024	7/1/2025	\$5,000,000
D	Blkt Accident			PHPA133073	7/1/2024	7/1/2025	See Attached
D	Abuse/Molest Liab			See Attached	7/1/2024	7/1/2025	See Attached
D	Prof Liab			See Attached	7/1/2024	7/1/2025	See Attached

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

Oakland Unified School District is included as additional insured if required by written contract with respect to General Liability and Abuse/Molestation Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

21323428 Oakland Unified School District Attn: Risk Mgmt 1011 Union Street, Site 987 Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Policy Name	Policy Number	Issuing Company/Carrier	Policy Term	Policy Limits
Blanket Accident Policy	PHPA133073	Philadelphia Indemnity Insurance Co.	07/01/2024 – 07/01/2025	\$50K AD&D principal sum \$50,000 Medical Expense Benefits Max with \$500 Deductible
Sexual Abuse and Molestation	PAC 5603740	Great American Insurance Company	07/01/2024 – 07/01/2025	\$1M each occurrence \$3M general aggregate \$50,000 deductible per claim
Excess Sexual Misconduct and Molestation	B0572MR24ABTC	Tysers Insurance Brokers Limited (Lloyds)	07/15/2024 – 07/15/2025	a) USD 10,000,000 in the aggregate during the policy period for all claims brought by or on behalf of each victim b) USD 10,000,000 in the aggregate during the policy period for all claims brought by or on behalf of all victims RETENTION: USD 1,000,000/ USD 3,000,000 in the aggregate during the policy period for all claims MAINTENANCE RETENTION: USD 500,000 each victim
Professional Liability	PAC 5603740	Great American Insurance Company	07/01/2024 – 07/01/2025	1M each occurrence \$3M general aggregate \$100,000 deductible per claim
Excess Professional Liability	TBD	TBD	07/15/2024 – 07/15/2025	TBD

ONCORE POLICY : PAC 5603740 19
INSURED NAME : THINK TOGETHER, INC.
POLICY OUTPUT OFFICE : S1 DV29-MASS MARKETING
BATCH CYCLE DATE : 02/03/2025
**** MANUAL PROCESSING ****

1. PRE-PRINTED POLICY FORMS TO BE PULLED:

GAIC1938

2. FORMS THAT REQUIRE SPECIAL HANDLING:

**** SYSTEM OUTPUT RECAP ****

3. FORMS INCLUDED IN OUTPUT :

AB IL7002X CG2037U CG8972

Policy Date & Number



Policy No. PAC 5-60-37-40 - 19
Effective Date of Change 01/23/2025

POLICY CHANGES

NAMED INSURED THINK TOGETHER, INC.
BAY AREA OUT OF SCHOOL TIME CO
AND ADDRESS: 2101-A EAST FOURTH STREET
SANTA ANA, CA 92705

**THIS ENDORSEMENT
CHANGES THE POLICY.**

**PLEASE READ IT
CAREFULLY.**

POLICY ALTERNATE MAILING ADDRESS:

AGENT'S NAME AND ADDRESS:
HUB INTERNATIONAL INS. SVCS
PO BOX 3135
ALBUQUERQUE NM 87190

Insurance is afforded by the Company named below, a Capital Stock Corporation:
GREAT AMERICAN INSURANCE COMPANY

POLICY PERIOD: From 07/01/24 To 07/01/25
12:01 A.M. Standard Time at the address of the Named Insured

ADDITIONAL PREMIUM: \$250

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE FOLLOWING CHANGES HAS BEEN MADE
TO YOUR POLICY:

AS RESPECTS GENERAL LIABILITY INSURANCE, THE FOLLOWING FORMS HAVE BEEN ADDED
TO THE POLICY:

FORM CG2037 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED
OPERATIONS
FORM CG8972 - ADDITIONAL INSURED - ABUSE OR MOLESTATION SCHEDULED PERSON OR
ORGANIZATION

ENDORSEMENT NO. 7

FORMS AND ENDORSEMENTS hereby added: CG2037 CG8972

FORMS AND ENDORSEMENTS hereby amended:

FORMS AND ENDORSEMENTS hereby deleted:

Agent Signature

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
OAKLAND UNIFIED SCHOOL DISTRICT ATTN: RISK MGMT 1011 UNION ST., SITE 987 OAKLAND, CA 94607	REFER TO CG7400
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ABUSE OR MOLESTATION
SCHEDULED PERSON OR ORGANIZATION

This Endorsement modifies and is subject to the insurance provided under the following form:

ABUSE OR MOLESTATION COVERAGE FORM
ABUSE OR MOLESTATION COVERAGE FORM CLAIMS-MADE

Schedule

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

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN RISK MGMT
1011 UNION ST. SITE 987
OAKLAND, CA 94607

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

A. **SECTION III - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by any act of "abuse" to which this insurance applies.

However, the insurance afforded to such Additional Insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **Limits of Insurance**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

- A. required by the contract or agreement described in paragraph A.;
- B. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

C. The following is added to Condition 2. Duties in the Event of Abuse, Claim or "Suit":

An Additional Insured under this endorsement will as soon as practicable:

- a. give written notice of an act of "abuse" that may result in a claim or "suit" under this insurance to us;
- b. tender the defense and indemnity of any claim or "suit" to all insurers who also have insurance available to the Additional Insured; and
- c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
- d. we have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" by the Additional Insured.

D. Primary and Non-Contributory

This provision applies to any person or organization who qualifies as an Additional Insured under this endorsement under this policy.

Under **CONDITIONS**, the following is added to paragraph 4. **Other Insurance**:

If you have agreed in a written contract or written agreement to provide the Additional Insured coverage on a primary and non-contributory basis, this policy shall be primary and we will not seek contribution from the Additional Insured's policy for damages we cover.

When a written contract or written agreement between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an Additional Insured on other policies.

E. Wavier of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **CONDITIONS**, the following is added to paragraph 7. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for "damages" arising out of your operations under a contract for that person or organization regarding any act of "abuse" provided that the damage occurs subsequent to the execution of the written contract or written agreement.

F. SECTION I - ABUSE OR MOLESTATION COVERAGE, 2. Exclusions, paragraph i. is replaced by the following:

"Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers." In addition, this exclusion does not apply to any person or organization that qualifies as an Additional Insured under this endorsement.

Exhibit E

Statement of Qualifications

INSERT HERE



Think Together Qualifications

Think Together is California's distinguished expanded learning provider, renowned for over 27 years of delivering high-quality programming. We are pleased to present this proposal for a meaningful partnership with Oakland School District (OUSD).

Under the expert leadership of General Manager Maximiliano Figueroa, Think Together combines extensive experience and specialized expertise to support and enhance educational outcomes. Max's seasoned leadership and our unique qualifications position Think Together as the ideal partner to strategically align with and advance your educational goals.

Experience and Expertise: Think Together proudly operates in over 700 schools across eight pivotal California counties, fostering a legacy of success and positive impact in the education sector.

Capacity and Financial Strength: Bolstering our commitment to excellence is a substantial 30-million-dollar line of credit, showcasing Think Together's financial resilience to meet the demands of Expanded Learning Opportunities Programs (ELOP).

Strategic Impact: Leading our Bay Area County region is Maximiliano Figueroa, an accomplished and visionary leader with extensive expanded learning experience. His exceptional expertise ensures alignment across programs while catalyzing innovation and driving strategic impact.

Exclusive Partnership: Think Together proudly holds an exclusive partnership with AVID, a globally recognized organization dedicated to equipping students with the skills and strategies needed to succeed academically and beyond. This partnership underscores our commitment to delivering high-quality educational programs that empower students to excel.

Comprehensive Offerings: Our array of services is unparalleled, covering Expanded Learning, Early Learning, Student Support Services, School Improvement, and our exclusive partnership with AVID. This comprehensive approach guarantees the well-rounded development of students in our care,

THINK TOGETHER PARTNERS WITH SCHOOLS TO CHANGE THE ODDS FOR KIDS.



delivering a diverse range of educational opportunities tailored to meet their individual needs.

Strategic Enablers: In tandem with our transformative staffing approach, Think Together demonstrates an unwavering commitment through an ongoing annual \$5 million investment. We integrate best-in-class staffing practices from Fortune 500 industries into K-12 education. This effort ensures a pool of highly qualified candidates to enhance and elevate OUSD's expanded learning initiatives. Additionally, we pledge a separate \$2 million investment dedicated to fostering the continuous learning and development of our direct service staff. This combined investment not only underscores our financial commitment but also serves as a testament to our dedication to innovative solutions and programmatic excellence, ensuring a lasting impact on the diverse student populations we serve.

As we present this proposal, we invite OUSD to embark on a transformative journey with Think Together. Together, we can redefine the landscape of expanded learning, creating an environment where students thrive, educators excel, and educational goals become celebrated achievements. We are ready and eager to channel this transformative spirit directly into the heart of Oakland School District (OUSD) to showcase what we can accomplish together.

THINK TOGETHER PARTNERS WITH SCHOOLS TO CHANGE THE ODD FOR KIDS.

Exhibit F

Agency Letter

INSERT HERE



Oakland Unified School District

1011 Union St
Oakland, CA 94607-4099

Compliance with Fingerprinting and TB Testing Requirements for OUSD

As part of our ongoing partnership with Oakland Unified School District (OUSD), we want to reaffirm our commitment to ensuring the safety and well-being of the students and staff by adhering to all district requirements regarding employee clearance. As an "Agency" contractor, we understand and acknowledge the following responsibilities:

1. We, as the Agency, are responsible for fingerprinting and TB testing all Think Together employees who will be working at OUSD sites.
2. The TB test results for all employees must be negative for Tuberculosis, and each employee must have passed the fingerprint screening process.
3. The ATI numbers for all individuals working at OUSD will accompany each invoice submitted for payment to OUSD.
4. Proof of fingerprint clearance and TB test results will be made available to OUSD upon request for any individual working on OUSD premises.
5. In the event that a fingerprint and/or TB test waiver is requested and subsequently approved, the above-stated requirements will be waived for those employees.

We are committed to fully complying with these safety protocols and ensuring that all necessary documentation is available should OUSD need to review it.

Please let us know if there are any further actions or clarifications required.

Randy Barth
Founder & CEO
Think Together
P714.543.3807 x8122
Fax: 714.543.3852

THINK TOGETHER PARTNERS WITH SCHOOLS TO CHANGE THE ODD FOR KIDS.

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

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

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

earned by EMPLOYEE for performance of the OUSD employment position, and OUSD agrees to indemnify, defend, and hold harmless OUSD from any such claim.

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

Secretary, Board of Education

AGENCY

EMPLOYEE



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal #24-148ExLO

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

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

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

**Proposals Due:
July 12, 2024**

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

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B. Schedule of Events

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

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

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

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

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

Francisco Flores, Procurement Analyst
francisco.flores@ousd.org

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

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

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

C. Introduction and Overview

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

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

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

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

Organizations must be fiscally sound with the capacity to leverage other resources to provide students with high quality expanded learning programming: after-school and summer youth development experiences that complement and support school district and city priorities for student success and well-being.

Community organizations that serve as a Lead Agency are an integral part of our OUSD Full Service Community Schools and make an impactful contribution toward strengthening student outcomes.

Term of the List of Qualified Agencies

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

The selection of the expanded learnings & summer program Lead Agency is at the discretion of the school site administrator (Principal). School site administrators will select a Lead Agency from the list of approved after-school providers by assessing the quality/capacity of the current expanded learning program, identifying program goals, and considering any other factors relevant to the school site. Yearly program plans are created through a collaborative partnership between the Lead Agency and school site administrators to ensure both parties are meeting overall program expectations.

Once selected to serve at a given school, a lead agency will be contracted to serve that school site for three years, subject to continuing annual approval of the school site administrator and District.

Overview of OUSD Expanded Learning Programs

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

When programming is conducted in-person, over 15,000 students across 80+ schools participate in OUSD expanded learning programs that operate Monday - Friday until 6:00 pm. Students who participate in expanded learning programs every day receive an additional 540 hours of learning by the end of the school year, equivalent to 90 additional days of school. In these valuable after-school hours, students engage in youth development activities that foster their physical health, social-emotional learning/well-being, and support their academic

achievement in school. In order to meet these goals, the quality and success of the District's expanded learning programs is critical.

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

OUSD expanded learning and summer programs offer critical support to schools, students, and their families. In addition to providing children and youth with sanctuary, quality expanded learning programs to support students academically and socially, OUSD expanded learning programs serve a large proportion of youth who typically benefit from additional learning support, including students from low-income households (81%) and English Learners (31%). Additionally, approximately 23% of OUSD after-school participants are African American and 46% are Latino.

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

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

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

CATEGORY	ACTIVITIES
Academic Support	Academic Enrichment Learning, Tutoring, Expanded Library Services, Supplementary Education Services, Homework Support, Credit Recovery, Reading & Literacy, Math, Science
Recreation/ Physical Activity / Organized Sports	Cooperative Games, Dance, Martial Arts, Yoga, Intramural Sports, Sports Leagues, Mindfulness

Enrichment	Arts and Cultural Activities, Health and Nutrition Education, Substance Abuse & Drug Prevention, Violence Prevention, Counseling & Character Education
College and Career	Career & Job Training, Entrepreneurial Education, Technology/Telecommunications Training, Community Service & Service Learning, Internships and Apprenticeships
Leadership Development	Peer Mentoring, Peer Tutoring, Youth-Led Community Service
Science Technology Engineering & Math	Gardening, Coding, Robotics, Making, Forensics, Cooking
Outdoor Education	Community Mapping, Hiking, Backcountry Camping, Kayaking, Bicycling

D. Funding

OUSD Expanded Learning Programs are currently primarily funded through grants from the California Department of Education (CDE). CDE provides funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youth during non-school hours. The base grants that CDE awards to OUSD for after-school programs represent four (4) funding sources:

- After-School Education & Safety (ASES) for elementary, middle, and K-8 schools are state funds. ASES grants are three-year renewable funding sources.
- 21st Century Community Learning Center (21st CCLC) grants for elementary, middle, and K-8 schools are federal funds. 21st CCLC grants are awarded based on a highly competitive application process, and last for five years.
- 21st Century After-School Safety and Enrichment for Teens (ASSETS) grants for high schools are federal funds. 21st Century ASSETS grants are awarded based on a highly competitive application process, and last for five years.
- Expanded Learning Opportunities - Program (ELO-P) funding is a universal grant that supports all TK - 6th Grade OUSD's unduplicated students' access to free expanded learning opportunities.

OUSD directly applies for these grant funds from the California Department of

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

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

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

Other considerations for the allocations of funds

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

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

E. OUSD Expanded Learning / Program Operation

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

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

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

F. Base-line Expanded Learning Program Requirements

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

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

An expanded learning program must include the following:

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

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

Additional Program Requirements:

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

Please note that the below list of compliance requirements is not exhaustive. Lead Agencies are expected to know and comply with these and other district and state and federal requirements not listed here, including but not limited to state and federal laws and requirements outlined in applicable OUSD Board policies and the Memorandum of Understanding (“MOU”) with OUSD which all Lead Agencies selected to serve a school site must sign and have approved by OUSD’s Governing Board. A sample MOU is attached as Appendix III. Please note this MOU is subject to change depending on District needs. Applicants are encouraged to review it for more program requirement specifics.

Operational Requirements

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

G. Staffing

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

Programs must operate with a minimum staff to student ratio of 1:20 for 1-12 grade and 1:10 for TK-K. Unless otherwise advised due to the health and safety of the students. It is required that each expanded learning program have a Site Coordinator who is full-time, salaried with benefits, and present at the school site during their work hours. The California Education Code provides that “selection of the program site [coordinator] shall be subject to the approval of the school site principal.” The Lead Agency must notify school principals in writing of any expanded learning staff changes within 24 hours.

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

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

H. Enrollment, Attendance and Evaluation Documentation

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

- a. Enrollment: Approved Lead Agencies must be familiar with CDE guidelines of ASES, 21st CCLC, ELO-P, and ASSETs Programs when working with a unique population defined as foster youth, McKinney-Vento, and students qualify with free-reduced lunch status. Lead Agencies must prioritize enrollment for any child that is homeless, defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Lead agency will work with the school site administrator to develop a written enrollment policy. The enrollment policy needs to include, but not be limited to, enrollment priorities, application process, and acceptance notification, waitlist procedures, behavior guidelines, parental expectations, student expectations, procedure for removing students from expanded learning programs, and so on. Approved Lead Agencies are required to provide the written enrollment policy to all families who apply for the program.
- b. Fees: Unduplicated students must have access to the program at no cost. Lead Agencies should implement a process for identifying unduplicated students and ensuring that fees are not charged to those families.
- c. Attendance: Approved Lead Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with the Expanded Learning Office and CDE. All attendance documentation shall be closely monitored, and managed for accuracy by the Site Coordinator

and/or occasional audit request by the district and CDE. This includes accurate completion and daily maintenance of student sign in/out sheets, weekly inputting of attendance data into the OUSD online system, and monthly submission of scanned electronic attendance records to OUSD ExLO. Lead Agencies are also responsible for conducting internal audits of attendance records to ensure that program sites maintain accurate, verifiable data on student attendance. All program records must be maintained for five years for auditing purposes.

I. Contract and Payments

Agencies that are approved through the process described in this RFP must enter a 3-year master contract with the District. They may not begin operating at a school site unless the District and agency have executed a contract on the District's template. The District's Board of Education will likely approve these master contracts during the May-August 2025 Board meetings.

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

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

Invoices are processed on a cost reimbursement basis for actual expenditures incurred. Due to the timing of OUSD contracting and fiscal procedures, Lead Agency partners must operate with a 4 month reserve covering the full cost of the agency's OUSD expanded learning program implementation. Typically, there are delays to the initial payment of agency invoices at the beginning of each school year.

J. Guidelines for Charging Fees

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

CDE and OUSD discourage charging fees as that could exclude students in need from attending and taking advantage of the expanded learning program. ASES, 21st CCLC, ELO-P grants do not prohibit charging fees for expanded learning programs; however, programs that choose to charge fees, will need to collaborate with a Site Administrator to create and submit

the program's fee structure for approval in accordance with the terms in the MOU. In addition, all students that fall under the category of **unduplicated cannot be charged fees**. Sites that receive 21st CCLC and ASSETS grants will be required to report any fees collected (i.e.- registration fees, family fees, application fees, etc.). Programs that opt to charge program fees may not prohibit any family from participating due to financial circumstances. All program materials related to outreach and enrollment must state clearly that no unduplicated child will be denied services. CA EdCode stipulates that a sliding scale must also be offered in a fee schedule.

K. RFP Process

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

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

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

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

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

- 2) **Not Recommended:** Community organization has not adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill most of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFP. Organizations receiving this *not-recommended* status will not be included in the list of qualified organizations that will be shared with stakeholders. An organization receiving this *not recommended* status may submit another Lead Agency RFP at a future date when the OUSD opens up a new RFP cycle.

OUSD will notify an agency of its determination before or by September 6, 2024 via email. If OUSD determines that an agency is Not Recommended, the agency shall have the opportunity to contest that determination. Additional details regarding this process are contained in Appendix V.

L. Minimum Proposals

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

Lead Agency: Elementary School (including K-8)

Lead Agency: Middle School

Lead Agency: High School

OUSD is seeking applications from established community organizations that currently possess 501(c)(3) status and adequate fiscal reserves to cover at least four (4) months of general operating expenses as a Lead Agency partner. Grant funds sub-contracted to Lead Agency partners do not cover the full cost of running a full comprehensive expanded learning program in Oakland; thus, organizations choosing to serve in the Lead Agency role must be financially stable and demonstrate the capacity to leverage other resources in support of youth programming.

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

- Providing program services to the students in the service category (ies). Specific evidence of a positive track record of the capacity to effectively coordinate the entirety of a school's afterschool and/or expanded learning year-long program as well as successful collaboration with the school site administrator, faculty, and staff.
- Agency administrative capacity to comply with compliance and fiscal policies of the OUSD and CDE, including: agency administration manual; fiscal and personnel policies; attendance records; cost allocation plans, etc.

- Hiring, retention, and provision of professional development opportunities for qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.
- Capacity to effectively engage a large number of diverse students on an ongoing basis who demonstrate the desire and enthusiasm to participate in the program at a very high and consistent rate. Additionally, the agency can illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.
- Maintaining collaborative relationships with school site leadership in the development and implementation of a quality expanded learning program that supports the district's and the school's goals.

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

M. Application Submission Contents

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

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

- 1) **Proposal Cover Sheet** (see Appendix I for sample)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should state that the proposing agency is willing and able to perform the commitments contained in the application.
- 3) **Written Responses to Application Questions** (no more than 8 double-spaced pages in response to the six (6) titled sections that appear in Appendix II Application Questions), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Boilerplate Checklist:** " Expanded Learning Program and Services

Agreement” - Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFP (Appendix IV, version for Fiscal Year 22-25), and that your firm is willing to comply with OUSD contracting requirements.

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

N. Application Submission Instructions

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

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

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

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

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

FORMAT

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

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

O. Evaluation and Selection

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

OUTLINE THE PROCESS FOR NEW AND CURRENT ORGANIZATIONS

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

Application Rubric

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

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

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

P. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

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

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

Change Notices

The District may modify the RFP prior to the application due date by issuing Change Notices, which will be on the OUSD. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the District prior to the application due date regardless of when the application is submitted.

Failure to Object to Errors and Omissions in Application

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

Financial Responsibility

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

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

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

Reservations of Rights by the District

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

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

applications;

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

No Waiver

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

Q. Standard Contract Provisions

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

APPENDIX I: RFP Application

2024 OUSD Request for Proposals Application (Template)

(Email procurement@ousd.org for template)

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

Cover Sheet Template:

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

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

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

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

Signature: _____ Date: _____

APPENDIX II: Application Questions

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

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

New Organizations/Applicants:

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

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

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

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

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

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

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

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

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

Required Supporting Documentation Instructions:

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

Any files missing could result in disqualification from the RFP process.

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

- One (1) sample Expanded learning program schedule with activity summary
- A sample budget pertaining to the program schedule and activity summary
- Current Profit and Loss statement from 2022 or 2023
- Copy of 2023 990 Tax Form
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)
- Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically
- Copy of organization's 501(c)(3) letter
- Bank statements to show proof of operating cash reserves
- Job description for site coordinator and program instructor positions
- Copy of IRS letter certifying tax exempt status
- Proof of "active" status with the office of the California Secretary of State Board roster

and minutes – Include the current board roster indicating officers and affiliations as well as Board approved minutes from the 2022-2023 school year.

- Signed letter of agreement (as elaborated upon in Section N)
- Most recent audited financial statements within 2 years and summary of the audit findings
- Letters of reference (maximum of 2)
- Documents demonstrating fulfillment of minimum Proposals (see Section M)
- Copy of current certificate of current insurance: Commercial/General Liability \$1M per occurrence and Workman's Comp.

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

1. Statement of Qualifications

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

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

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

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

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

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

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

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

A) Improper Sexual Conduct & Physical Abuse Liability or

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

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

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

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

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

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

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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

- 5.6. Maintain Clean, Safe and Secure Environment
- 5.7. Meeting Participation
- 5.8. Relationships
- 5.9. Licenses
- 6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
- 7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
- 8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASEP and 21st Century Grants
- 9. Ownership of Documents
- 10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
- 11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements

- 11.2.1. Tuberculosis Screening
 - 11.2.2. Fingerprinting of Agents
 - 11.2.3. Minimum Proposals
- 11.3. Removal of Staff
- 11.4. Conflict of Interest
- 11.5. Drug-Free/Smoke Free Policy
- 11.6. Non-Discrimination
- 12. Indemnification
- 13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
- 14. Litigation
- 15. Incorporation of Recitals and Exhibits
- 16. Counterparts
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 18. All exhibits, with required forms and timelines

OUSD AFTER-SCHOOL LEAD AGENCY 2022-25 MOU SAMPLE CONTRACT

The contract template that is currently being used by lead agencies can be accessed by clicking the [following link](#). The MOU contract will be a master contract between OUSD and the lead agency that does not specify the school site(s) where the agency is assigned, and that master contract will last for three (3) years (but note that agencies and sites will continue be matched in 1-year relationships, as they are currently).

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

If having a hard time opening the contract template, please email procurement@ousd.org for a copy.

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

Signature

Date

Name and Title of Signatory

Name of Organization

APPENDIX V: Appeals Process for Applicants

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

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

The appellant must submit the appeal by September 13, 2024 (i.e., 5 business days after the Lead Agency Notification Date). If the appellant fails to file an appeal prior to the applicable appeals deadline, the appellant waives any and all rights to challenge the decision of the District.

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

Rosaura M. Altamirano

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

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

APPENDIX I: RFP Application

2024 OUSD Request for Proposals Application (Template)

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

Cover Sheet Template:

Organization Name	Think Together		
Primary Contact Person:	Randy Barth	Secondary Contact Person:	Bruce Williams
Email:	RBarth@thinktogether.org	Email:	bruce.williams@thinktogether.org
Telephone #:	714-543-3807 X8122	Telephone #:	858-204-2355

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

SECTION 1: ORGANIZATION INFORMATION		
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?		Yes
	X	No
Have you served as an OUSD Lead Agency partner before in past years? If so, please identify the years and durations served.		Yes
	X	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.		
Think Together collaborates with 61 LEAs across CA. In the Bay Area, our partnerships include: Alum Rock Union ESD, Newark USD, Oak GroveSD, San Jose USD. Further details available upon request.		
How many school sites does your organization have the capacity to serve as a lead agency?	84	# Sites
In the box below, please briefly explain your rationale for this number of sites?		
Think Together partners with 61 LEAs across California, leveraging 27 years of experience in expanded learning, early learning, student support services, and school improvement. We deliver high-quality programs tailored to diverse student and community needs. Supported by a \$30 million line of credit dedicated to the Expanded Learning Opportunities Program (ELOP), we scale our impact, ensuring each partnership contributes effectively to statewide student success.		

On behalf of Think Together (Agency), I, Randy Barth (name)
Founder & Chief Executive Officer (Position), declare under penalty of perjury under the laws
of the State of California that the foregoing is true and correct.

Signature: 

Date: July 8, 2023

Letter of Agreement

Dear Mr. Flores,

Think Together is pleased to present this proposal in response to Request for Proposal #24-148ExLO. Think Together operates expanded learning programs in over 675 schools with a daily attendance capacity serving 200,000 pupils. Our workforce is comprised of more than 5,134 high quality staff that are distributed strategically across various counties, including 384 in Orange County, 1,821 in Los Angeles County, 1,160 in Riverside County, 1,218 in San Bernardino County, and 343 in Santa Clara County. Think Together's business address is: 2101 E. Fourth St., Ste. 200B, Santa Ana, CA. Our business License number with the City of Santa Ana is 338328 and the Tax Identification number is 33-0781751. If you have any questions about this proposal, I can be reached at (714) 543-3807, x8122, or at RBarth@thinktogether.org.

We affirm that Think Together is committed to fulfilling all obligations outlined in this application. This commitment is supported by our organizational readiness and our team's dedication to achieving the commitments in the application. Randy Barth, Founder & Chief Executive Officer of Think Together, hereby confirms our willingness and capability to perform the commitments detailed in this application. Please contact us if there are any further questions or clarifications needed regarding our proposal. We look forward to working together and contributing to the success of Oakland Unified School District.

Sincerely,



Randy Barth
Founder & Chief Executive Officer, Think Together
Executive Chairman, Orenda Education
P 714.543.3807 x8122

Written Response to Application Questions

Question 1: Collaborative Partnership

In 2019-20, Think Together demonstrated its unwavering commitment to youth education by stepping in during a critical moment of need. The Youth Policy Institute (YPI), a major nonprofit organization in Los Angeles, which served over 10,000 students across 60 sites, faced an unexpected closure that threatened to disrupt essential educational services. Recognizing the gravity of the situation, Think Together swiftly mobilized its resources and expertise to acquire YPI and ensure continuity of services. This rapid response was a testament to Think Together's agility and dedication. Over a single weekend, our team worked tirelessly to transition YPI's operations under Think Together's management. This included coordinating with stakeholders, securing funding, and reallocating resources to prevent any interruption in direct services. Our proactive approach ensured that students continued to receive the support they needed without disruption, maintaining stability in their educational environment during a turbulent time. Through this acquisition, Think Together not only kept the lights on for these 10,000 students but also integrated them into our broader network of comprehensive educational programs. This seamless transition highlights our capacity to manage large-scale operations and our steadfast commitment to supporting underserved communities, even in the face of unforeseen challenges.

Question 2: Responding to Feedback

At Think Together, seeking and responding to feedback from stakeholders is a cornerstone of our commitment to continuous improvement. We have implemented a robust Continuous Quality Improvement (CQI) cycle that involves actively soliciting feedback from students, families, staff, and partners through surveys, parent meetings, and strategic discussions. This feedback is meticulously analyzed to identify trends, strengths, and areas for improvement, leading to the development and implementation

of targeted action plans designed collaboratively with input from site staff, regional managers, and other stakeholders. To further support our CQI efforts, we conduct monthly check-ins with a designated liaison. These check-ins include regular communication to promptly address any issues or concerns, as well as monthly site visits to observe program operations firsthand, engage with students and staff, and gather real-time feedback. During these visits, the liaison holds meetings with key stakeholders, such as school administrators, parents, and community partners, to discuss progress, share updates, and gather additional feedback.

Question 3: Maintaining clear and aligned values

At Think Together, maintaining clear and aligned values for supporting and honoring youth is integral to our mission, guided by our Positive Behavioral Interventions and Supports (PBIS) aligned agreements: Be Safe, Be Respectful, Be Responsible, and Have Fun. We prioritize safety through comprehensive protocols and regular staff training, promote respect by fostering an inclusive atmosphere where every person is valued, encourage responsibility by empowering students to take ownership of their actions while modeling transparency and integrity, and ensure that our programs are engaging and enjoyable to foster a love for learning.

Question 4: How the organization collaborates

One specific example is our beginning of year partnership meetings with school administrators and other key stakeholders. We then hold regular meetings and joint planning sessions to align our expanded programs with the district's academic goals and cultural initiatives. This close collaboration allows us to tailor our engagement cycles to complement the school curriculum, address specific student needs, fostering a cohesive and supportive learning environment.

Question 5: Honoring and celebrating different perspectives

At Think Together, we honor and celebrate different perspectives and unique roles

that support youth through various recognition initiatives. Each month, we present awards to outstanding students, staff, and volunteers who exemplify our core values and contribute positively to our programs. These monthly awards highlight the diverse strengths and contributions within our community.

We also feature newsletter shout-outs, where we spotlight individuals and their achievements, ensuring that their efforts are acknowledged and celebrated by the entire Think Together family. Certificates of achievement are regularly awarded to students for academic milestones, personal growth, and positive behavior, reinforcing their progress and encouraging continued success.

Moreover, we empower students through leadership roles within our programs. Student leaders are encouraged to take on responsibilities, contribute ideas, and guide their peers, fostering a sense of ownership and pride.

Question 6: Staff development & student belonging, engagement, and leadership

At Think Together, we prioritize professional development to support student belonging, engagement, and leadership opportunities. We offer comprehensive learning paths on our state-of-the-art Learning Management System (LMS) to equip our staff with the knowledge and skills necessary to foster a positive and inclusive environment. These learning paths cover a wide range of topics, including strategies for promoting student belonging, techniques for enhancing student engagement in learning activities, and methods for cultivating student leadership opportunities within our programs. Through ongoing training and professional development, we empower our staff to effectively support and inspire youth, ensuring they have the tools and confidence to succeed both academically and personally.

Question 7: Safe & Supportive Environment - youth belonging & celebration

At Think Together, we implement a variety of strategies to ensure that youth experience a profound sense of belonging, feel valued, acknowledged, and celebrated within

our programs. We prioritize student voice and choice, empowering them to actively participate in decision-making processes and shaping their learning experiences.

Through student leadership opportunities available to all, such as student advisory committees and student-led clubs, we foster a culture where every student can contribute, lead, and make meaningful impacts.

Our Social-Emotional Learning (SEL) curriculum and integrated strategies are designed to nurture emotional intelligence, empathy, and relationship-building skills among students. This curriculum not only supports their academic growth but also enhances their interpersonal skills, promoting a supportive and inclusive program environment. Students are given agency in activities, allowing them to express their creativity and preferences while developing teamwork and problem-solving abilities. Earned rewards, such as on-site field trips and cooking competitions, are offered to celebrate achievements and encourage continued engagement.

Question 8: Training for staff for safe and supportive environment

Think Together prioritizes comprehensive training for all staff supporting Expanded Learning Programs to ensure exceptional expanded learning program delivery.

Compliance Trainings: Mandatory for all staff within 30 days of hire and annually thereafter, covering Adult & Child CPR, Basic First Aid, Mandated Reporter responsibilities, Monthly Safety procedures, and Harassment Prevention for both management and non-management roles.

Fall Trainings/Program Essentials: Topics include Behavior & Classroom Management, Program Delivery & Expectations, Continuous Quality Improvement (CQI), Student Safety & Supervision, Program Structure & Schedule, Engagement Strategies.

Question 9: Practices supporting academic lifelong learner habits

Think Together offers various programs and initiatives designed to enhance academic skills and knowledge, including mentoring programs, family engagement workshops, and family nights. Resources, such as access to libraries and digital learning platforms,

and family nights. Resources, such as access to libraries and digital learning platforms, empower learners to explore and expand their academic horizons. Support services, including tutoring, academic counseling provided through our exclusive partnership with AVID, and career advising reinforce lifelong learning.

Question 10: Organization supports staff-to-students learning in program

Think Together's college readiness system goes beyond traditional academic support by equipping students with foundational skills and fostering habits of mind essential for lifelong learning and success. Through our exclusive partnership with AVID, we offer a structured approach that equips students with critical thinking, problem-solving, and organizational skills essential for navigating rigorous coursework and thriving in diverse academic and professional environments. AVID emphasizes inquiry-based learning and collaborative techniques, encouraging students to actively engage with complex ideas. This preparation helps students adapt and excel in constantly evolving educational and career environments aligned with their passions.

Question 11: Program enrichment and diversity

Think Together offers diverse enrichment programming tailored to youth interests, promoting joy, skill-building, and hands-on experiences. Our VAPA engagement cycles foster creativity, STEAM camps for hands-on science and robotics learning, sports and intramural activities promoting teamwork and physical fitness, cultural exchanges promoting global understanding, and entrepreneurial challenges developing business skills. We also collaborate with Boeing to offer drone technology clubs, providing youth with opportunities to explore aviation and technology innovation.

Question 12: Adaptive Programming - shifts due to unexpected contexts

Think Together has strategies in place to support both staff and students during unexpected shifts. We ensure that our staff are equipped with clear protocols and training to swiftly adapt programming to changing circumstances, whether it's

transitioning to another environment, adjusting schedules, or implementing safety protocols. If/when possible, we run our communication plans through our liaison and administrators, as appropriate to ensure alignment. Regular communication channels, such as staff meetings and email updates keep everyone informed and aligned with any changes. For families, we conduct regular meetings where we discuss updates and gather feedback. We maintain open lines of communication through newsletters, phone calls, and SMS updates, ensuring parents are kept informed and reassured of our commitment to their children's safety and educational continuity.

Question 13: Differentiated services to meet school, student & family needs

Think Together excels in providing highly differentiated services tailored to meet the diverse needs of schools, students, and families. We begin by conducting thorough assessments of the school's specific needs. Through our collaborative partnerships with schools, we customize our programs to align closely with academic goals and enhance the experience for admin, students and families. Our offerings include a wide range of enriching activities such as dynamic STEAM programs culminating in showcase events that involve parents, vibrant VAPA activities, engaging sports and fitness programs, etc.

Question 14: Inclusive programming for all students/students with special needs

Think Together is dedicated to providing inclusive programming that meets the needs of all students. For example, our STEAM programs incorporate adaptive technologies and individualized learning approaches to ensure accessibility for students with diverse abilities. Our sports and fitness initiatives are structured to promote inclusivity, with accommodations made to support enjoyment for students of varying physical abilities.

Question 15: Budget Narrative

Think Together proposes to partner with OUSD to provide quality expanded learning services as outlined in the RFP #24-148ExLO. The programs will target Kindergarten through 8th grade (TK-8) students with the ASES and 21st Century programs, while the 21st Century ASSETS program will serve high school students. In collaboration with the OUSD, Think Together will leverage ELO-P program funding and other available resources to expand services to a wider range of students and meet their diverse needs.

Budget Breakdown:

The daily rates outlined in the proposal will be used to calculate the total program budget based on final enrollment numbers.

Rates:

- ES/MS ASES (\$10.18/student/day for TK-8th Grade)
- 21st CCLC (\$10.18/student/day for TK-8th Grade)
- ASSETS (\$10.10/student/day for High School)
- ELO-P (\$15/student/day for TK-6th Grade)

For a detailed budget breakdown of program fees, staff, technology curriculum, and consumable supplies, please reference Budget Sample in Supporting Documentation.

Personnel: Each site will be supported by Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and not more than one staff member to 10 TK/K students (1:10). Each site will be overseen by a dedicated Full-Time Site Program Manager.

Curricula and Supplies: Think Together shall pay for all necessary materials and supplies required to deliver the services such as but not limited to Curriculum/enrichment materials, new site set up, staff uniforms, and consumable supplies.

At Think Together, we understand the importance of budget considerations.

We are happy to discuss costs and work with you to find solutions that fit your financial needs. Please reach out to us for more information.

Question 16: Strong Systems & Structures - contingency if funding shifts

Think Together's fund matching generates both in-kind and cash contributions 'from' corporate/private philanthropy. In FY 2021/22, Think Together raised over \$3 million in private donations from nearly fifty different corporations and foundations, as well as hundreds of individual donors. Among Think Together's primary benefactors that have committed multi-year gifts are: Broadcom (Laptop donations), LA84 Foundation, Great Public Schools Now, the W.M. Keck Foundation, the Croul Family Foundation, the Ralph M. Parsons Foundation, the Joseph Drown Foundation, the Ahmanson Foundation, the LA Dodgers Foundation, Pacific Life Foundation, The Green Foundation, Southern California Edison, Bank of America, and State Farm. Other significant gifts to support high-need youth and families came from the David and Lucile Packard Foundation, Ueberroth Family Foundation, the Dwight Stuart Youth Fund, Deloitte, and Target. Think Together, staff target grant opportunities align with the program mission and vision that support activities; e.g. Keck Foundation and STEM.

Question 17: Experience with ASES/21st CCLC/ASSETS/ELO programs

With 27 years of experience, Think Together has extensive expertise in implementing ASES, 21st CCLC, ASSETS, and ELOP programs across California. In 2007, we initiated partnerships with public and private entities to impact 200 schools across five pivotal counties during our inaugural "Hard Start Day." Today, we collaborate with 61 LEAs across eight California counties, annually reaching 200,000 students in underserved communities. In 2021, we encountered staffing challenges due to a global staffing shortage. To mitigate this, Think Together strategically invested \$5 million to establish a 50-person staffing team, ensuring consistent staffing levels exceeding 97% annually post-investment.

Supporting Documents

Sample Expanded learning program schedule with activity summary

Sample Weekly Schedule for ONE TK-2 Class, 3.5 hour program							
Time	Monday	Tuesday	Wednesday	Thursday	Friday		
2:00							
2:10							
2:20							
2:30	Snack and Program Opening (25 minutes, 5 min. transition to Physical Activity)						
2:40							
2:50							
3:00							
3:10	Physical Activity (45 minutes)						
3:20	Soccer for Success	CATCH (2 catch cards)	Soccer for Success	CATCH (2 catch cards)	Fulcrum Friday		
3:30							
3:40							
3:50	Bathroom and Transition to Academic Achievement						
4:00	Academic Achievement (60 minutes) 1. Calendar Math (15 min) 2. Learning Centers and SIPPS (35 min) 3. Circle time debrief/clean up (10 min)						
4:10							
4:20							
4:30							
4:40							
4:50	Enrichment (60 minutes) 1. Read Aloud/Mini-Lesson (15 min) 2. Enrichment Centers (35 min) 3. Circle time debrief/clean up (10 min)						
5:00							
5:10							
5:20							
5:30							
5:40	Dismissal						
5:50							
6:00	Sample Daily Schedule for ONE MS or 3-6 Class 3.5-hours (rotating with their team sports group)						
Time	Monday	Tuesday	Wednesday	Thursday	Friday		
2:00							
2:10							
2:20							
2:30	Snack and Opening (20 minutes)				Snack and Opening (30 min)		
2:40							
2:50							
3:00	Academic Achievement (60 min) 1. Smart Start (15 min) 2. Stations, Rotations and GPA Check-Ins (40 min) 3. Debrief (5 min)				Fulcrum Friday		
3:10							
3:20							
3:30							
3:40							
3:50	Enrichment (60 min)						
4:00							
4:10	MS Enrichment Unit A	MS Enrichment Unit B	MS Enrichment Unit A	MS Enrichment Unit B			
4:20							
4:30							
4:40							
4:50	Physical Activity: Team Sports (60 min)				MS Enrichment: Clubs (85 min)		
5:00							
5:10							
5:20							
5:30							
5:40					Closing		
5:50							
6:00							

High School

		High School						
		Course	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
BEFORE SCHOOL	Academic	Course Name						
		Instructor (Location)						
		Academic support Mr. Naz (Library)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	
		Student Leadership Mrs. Adame (multicultural center)			8-8:30			
		Drivers Ed Ms. Michayla (cafeteria)			7-8:30		7-8:30	
	Enrichment	Teen Lounge Ms. Alondra (E-6)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	
		Sports Club Mr. Josh (Quad)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	
		SWAG Dance Ms. Lindsey/Mr. Jason (L-4)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM			7:00 AM - 8:30 AM	
AFTER SCHOOL	Academic	Academic support Mr. Naz (Library)	4-5:15	4-5:15	4-5:15	4-5:15	4-5:15	
	Enrichment	Teen Lounge Ms. Alondra (E-6)	4-5:15	4-5:15	4-5:15	4-5:15	4-5:15	
		Creative Arts Mr. Josh (Cafeteria)		4-5:15		4-5:15		
		Photography Mr. Josh (quad)					4-5:15	

Program Elements

Think Together delivers core programs that include the following elements:

PROGRAM ELEMENT	ACTIVITIES INCLUDE
Academic Achievement	Daily Academic Skills Practice and Games Homework and Study Support Small Group Reinforcement of Key Skills Student Grade Check Ins and Progress Tracking (MS/HS)
Physical Activity	Movement and Physical Skill Building Team Building Team Sports and Sports Development Healthy Living and Wellness
Enrichment	Visual and Performing Arts Units of Study Science, Technology, Engineering and Math Units of Study Career Explorations and Personal Goal Setting Experiential Learning and Reflection

Sample budget pertaining to the program schedule and activity summary

The sample budget outlines potential grant funding per site from the California Department of Education (CDE) for various grant funding to OUSD. Think Together proposes utilizing 95% of each grant.

ASES (Elementary - Grades 1st-6th)

Total ASES Award (\$10.18 x 83.29 students x 180 days)	\$152,612.13
Think Together Fee (95% of Grant)	\$144,981.52

1 Site Program Managers (FT) (\$41/hr x 38 hours x 52 weeks)	\$81,016.00
4 Program Leaders (PT) (\$35/hr x 18.75 hours x 37 weeks)	\$97,125.00
Technology Services (Cellphone/Laptop)	\$1,000.00
Curricula and Supplies	\$3,400.00
Total Direct Services	\$182,541.00
Administrative Fee (5%)	\$9,127.05
Total Project Cost	\$191,668.05
Think Together Match	-\$46,686.53
Think Together Fee	\$144,981.52

ASES (Middle School - Grades 6-8th)

Total ASES Award (\$10.18 x 111.05 students x 180 days)	\$203,482.84
Think Together Fee (95% of Grant)	\$193,308.70

1 Site Program Managers (FT) (\$41/hr x 38 hours x 52 weeks)	\$81,016.00
6 Program Leaders (PT) (\$35/hr x 18.75 hours x 37 weeks)	\$145,687.50
Technology Services (Cellphone/Laptop)	\$1,000.00
Curricula and Supplies	\$5,800.00
Total Direct Services	\$233,503.50
Administrative Fee (5%)	\$11,675.18
Total Project Cost	\$245,178.68
Think Together Match	-\$51,869.98
Think Together Fee	\$193,308.70

21st CCLC Non-Instructional Days (Grades TK/K-8th) - Sample demonstrates usage of 21st CCLC grant funds intended to complement sites with ASES funding for non-instructional days.

Total 21st CCLC Award (Days and hours may vary)	\$45,783.64
Think Together Fee (95% of Grant)	\$43,494.46

4 Program Leaders (\$35/hr x 9 hours * 30 days)	\$37,800.00
Curricula and Supplies	\$3,623.29
Total Direct Services	\$41,423.29
Administrative Fee (5%)	\$2,071.16
Think Together Fee	\$43,494.45

ASSETs (High School) - base grants offer funding flexibility for programs running before school, after school, on weekends, and during summer/intersession.

Total ASSETs Award (Days and hours may vary)	\$254,500.00
Think Together Fee (95% of Grant)	\$241,775.00

1 Site Program Managers (FT) (\$41/hr x 38 hours x 52 weeks)	\$81,016.00
6 Program Leaders (PT) (\$35/hr x 18.75 hours x 37 weeks)	\$145,687.50
1 Site Assistant (\$35/hr x 18.75 hours x 37 weeks)	\$24,281.25
1 Academic Instructor (\$60/hr x 4 hours x 52 days)	\$12,480.00
2 Enrichment Instructors (\$35/hr * 4 hours * 102 days)	\$28,560.00
Technology Services (Cellphone/Laptop)	\$3,000.00
Curricula and Supplies	\$12,000.00
Total Direct Services	\$307,024.75
Administrative Fee (5%)	\$15,351.24
Total Project Cost	\$322,375.99
Think Together Match	-\$80,600.99
Think Together Fee	\$241,775.00

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Current Profit and Loss statement from 2022 or 2023

Think Together Profit & Loss July 2022 through June 2023

Jul '22 - Jun 23

Income	
Contributions and Support	4,671,364.15
Social Enterprise	162,472,034.28
Other Revenue	3,016,198.72
Total Income	170,159,597.15
Gross Profit	170,159,597.15
Expense	
Advertising	159,216.49
Allocated Costs	0.00
Depreciation & Amortization	1,032,666.64
Facilities and Equipment	3,324,865.15
Insurance	843,360.89
Interest Expense	354,936.97
Other Employee Costs	3,494,925.23
Outside Services	20,242,906.65
Salaries Wages and Benefits	122,398,556.05
Special Programs and Events	1,815,124.68
Supplies Printing and Copying	14,119,908.59
Taxes Licenses and Permits	177,714.29
Telecommunications	535,023.93
Total Expense	168,499,205.56
Net Income	1,660,391.59

Copy of 2023 990 Tax Form

Form 990 Department of the Treasury Internal Revenue Service	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public. Go to www.irs.gov/Form990 for instructions and the latest information.	OMB No. 1545-0047 2022 Open to Public Inspection																								
A For the 2022 calendar year, or tax year beginning JUL 1, 2022 and ending JUN 30, 2023																										
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization THINK Together Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 2101 E. Fourth Street, Ste. 200B City or town, state or province, country, and ZIP or foreign postal code Santa Ana, CA 92705-3916 F Name and address of principal officer: D. Randall Barth same as C above	D Employer identification number 33-0781751 E Telephone number (714) 543-3807 G Gross receipts \$ 168,640,238. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number																								
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527 J Website: www.thinktogether.org K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other L Year of formation: 1997 M State of legal domicile: CA																										
Part I Summary																										
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: Our mission is to partner with schools to support the academic performance of underserved students. 2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets. 3 Number of voting members of the governing body (Part VI, line 1a) 3 24 4 Number of independent voting members of the governing body (Part VI, line 1b) 4 23 5 Total number of individuals employed in calendar year 2022 (Part V, line 2a) 5 7334 6 Total number of volunteers (estimate if necessary) 6 12 7a Total unrelated business revenue from Part VIII, column (C), line 12 7a -37,230. 7b Net unrelated business taxable income from Form 990-T, Part I, line 11 7b 0.																									
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Net Assets or Fund Balances	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Beginning of Current Year</th> <th>End of Year</th> </tr> </thead> <tbody> <tr> <td>20 Total assets (Part X, line 16)</td> <td>32,711,151.</td> <td>52,984,329.</td> </tr> <tr> <td>21 Total liabilities (Part X, line 26)</td> <td>20,044,248.</td> <td>38,657,036.</td> </tr> <tr> <td>22 Net assets or fund balances. Subtract line 21 from line 20</td> <td>12,666,903.</td> <td>14,327,293.</td> </tr> </tbody> </table>			Beginning of Current Year	End of Year	20 Total assets (Part X, line 16)	32,711,151.	52,984,329.	21 Total liabilities (Part X, line 26)	20,044,248.	38,657,036.	22 Net assets or fund balances. Subtract line 21 from line 20	12,666,903.	14,327,293.												
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Part II Signature Block Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.																										
Sign Here	Signature of officer D. Randall Barth, CEO Type or print name and title																									
Paid Preparer Use Only	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Print/Type preparer's name David R. Stephens</td> <td>Preparer's signature</td> <td>Date</td> <td>Check if self-employed <input type="checkbox"/></td> <td>PTIN P00339728</td> </tr> <tr> <td>Firm's name Stephens, Reidinger & Beller LLP</td> <td>Firm's EIN 33-0639599</td> <td colspan="3">Phone no. (949) 752-7400</td> </tr> </table>		Print/Type preparer's name David R. Stephens	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN P00339728	Firm's name Stephens, Reidinger & Beller LLP	Firm's EIN 33-0639599	Phone no. (949) 752-7400																
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May the IRS discuss this return with the preparer shown above? See instructions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																										
232001 12-13-22 LHA For Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2022)																										



Form 990 (2022) **THINK Together** 33-0781751 Page **2**

Part III Statement of Program Service Accomplishments

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

- 1** Briefly describe the organization's mission:
Think Together envisions educational excellence and equity where all
kids get a great education that prepares them for college and career.
Our mission is to partner with schools to support the academic
performance of underserved students.
- 2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.
- 3** Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.
- 4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.
- 4a** (Code:) (Expenses \$ 151,413,803. including grants of \$ 42,900.) (Revenue \$ 168,082,502.)
See Schedule O.

- 4b** (Code:) (Expenses \$ including grants of \$) (Revenue \$)

- 4c** (Code:) (Expenses \$ including grants of \$) (Revenue \$)

- 4d** Other program services (Describe on Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)
- 4e** Total program service expenses 151,413,803.

Form 990 (2022)

232002 12-13-22

Think Together IRS Form 990 is 141 pages; complete form available on request.

Copy of Monitoring Reports and/or external evaluations of program



This snapshot provides a summary of feedback from students, families, partners in the Think Together Bay Area Region. This includes survey data from 39 school sites in four districts. Please refer to the Think Together data folder for dynamic dashboards of data presented below (e.g., filter by district, school, year), along with static handouts and presentation materials by district to facilitate action planning and communication of data with your teams and partners.

Family Feedback (1,572 Responses from Parent/Guardians from Feb 2024)

Statement about Think Together	Percent Agreement	
I would recommend the Think Together to another parent	98%	<i>"Think Together for my son has been amazing. I can't thank the people who interact with these kids daily enough."</i> - Parent at Ben Painter Elementary
Staff provide a safe environment for my child(ren).	98%	
Staff are professional.	97%	
My child enjoys coming to the program.	96%	
My child does their homework.	92%	

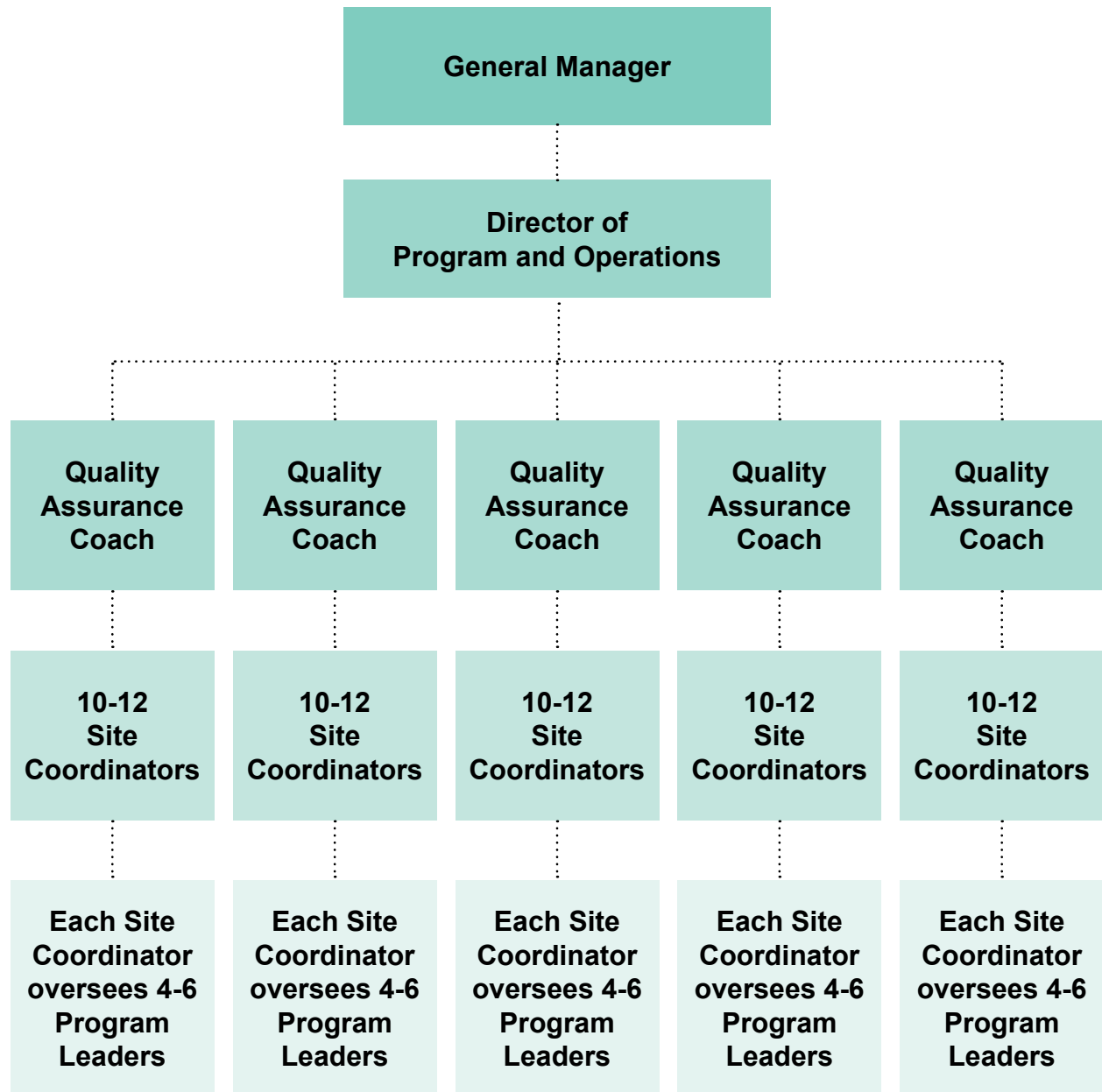
Student Feedback (1,386 Responses from February 2024)

Statement about Think Together	Percent Agreement	
There is an adult who cares about me.	90%	<i>"I like to be here because the people that work in Think Together are nice, and I get to complete my homework and have fun."</i> - Student at John F. Kennedy Elementary
I feel safe at Think Together	91%	
Think Together helps me get homework done.	90%	
I feel that I belong.	89%	
I am given time to work with other students.	87%	

School/District Partner Feedback (43 Responses from Oct 23 & March 24)

Statement about Think Together	Percent Satisfaction	
Quality of your partnership with Think Together leadership (e.g., General Manager)	100%	<i>"I truly appreciate their collaborative practice and for being open to feedback...they have been mindful of building relationships with teachers, staff, and parents."</i> - Partner at Alum Rock USD
Quality and professionalism of site leadership (e.g., Site coordinator)	98%	
Quality and professionalism of frontline staff (e.g., program leaders)	98%	
Program management responsiveness in meeting your need	95%	
Quality of Think Together programing	91%	

Organizational chart of agency



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



CINCINNATI OH 45999-0038

In reply refer to: 0248364799
June 13, 2017 LTR 4168C 0
33-0781751 000000 00
00018345
BODC: TE

T H I N K TOGETHER
2101 E 4TH ST BLDG B200
SANTA ANA CA 92705



030987

Employer ID Number: 33-0781751
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated June 02, 2017, regarding your tax-exempt status.

We issued you a determination letter in January 1998, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).



0248364799
June 13, 2017 LTR 4168C 0
33-0781751 000000 00
00018346

T H I N K TOGETHER
2101 E 4TH ST BLDG B200
SANTA ANA CA 92705

Sincerely yours,

A handwritten signature in black ink, appearing to read "Kim A. Billups".

Kim A. Billups, Operations Manager
Accounts Management Operations 1

Job description for site coordinator and program instructor positions

Job Title: **Program Leader**

Status: **Part-Time**

Program Leaders work with an assigned group of students, student to staff ratio is contingent upon CDC guidelines. Program Leaders act as a positive adult role model, coach, and mentor. Program Leaders

must have a genuine interest in the growth, development, and provision of a safe and nurturing environment for the students they teach. A Program Leader's ability to establish authority and connections through leadership, communication, and most importantly patience, will be required in giving our students the stability and nurturing atmosphere they need to succeed. Ensuring that Think Together students reach their potential takes a tremendous amount of hard work, flexibility, and commitment.

Responsibilities:

- Provide homework assistance, academic enrichment and physical activity, using curriculum and materials provided by the program.
- Create an engaging environment that fosters a sense of belonging that kids want to be in.
- Support students in making positive behavior choices and take disciplinary measures when appropriate.
- Engage children and youth by following, implementing, and assisting in creating lesson plans.
- Ensure student safety by assisting in set up, break down, and ongoing maintenance in an effort to keep the school or community site clean and orderly.



- Promote positive interactions between volunteers and students in accordance with child safety guidelines.
- Maintain student safety by taking roll and reviewing sign-in/ sign-outs for students and volunteers.
- Identify student needs and communicate to Site Coordinator, teachers, school administration, parents, and volunteers as appropriate.
- Commit to a full-year program, demonstrated by arriving on-time, every day and completing time cards appropriately.
- Participate in staff development activities.

Requirements:

- Experience working with young children and the ability to inspire and motivate.
- Proof of graduation from High School or G.E.D. Required;
- Additionally / 48 college semester or 60 college quarter units required / and/or by passing an Instructional Aide Test (in some districts)
- Ability to speak and write standard English appropriate in a public school setting.
- Program start and end times are roughly between 12:00PM - 6:00PM. Times may vary due to minimum day schedules at school sites.
- Must be available 5 days out of the week Monday through Friday

Background Checks/Testing:

- Must pass Live Scan (criminal background check via fingerprinting)
- Provide a clear TB test
- Pass Advanced Math and English skills (K–8) testing

Think Together is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, national origin, ancestry, sex, gender, gender identity, gender expression, pregnancy, childbirth or related medical conditions, religious creed, physical disability, mental disability, age for individuals age 40 and over, medical condition (as defined by state law (for example, cancer or genetic characteristics or HIV/AIDS), marital status, military and veteran status, sexual orientation, genetic information, citizenship status or any other characteristic protected by federal, state or local law. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Job Title: Site Program Manager

Status: Full Time, Exempt

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Manages successful day-to-day site operations and program activities.
- Ensures that all program activities operate consistently and ethically within the mission and values of Think Together and align with the four core agreements:
 1. Be responsible
 2. Be respectful
 3. Be safe and
 4. Have fun
- Monitors and assesses the success of the Think Together program including participation levels, quality of activities, behaviors, and student achievement for continued quality improvement. SPM is responsible for a positive student experience.
- Implements all Think Together Program Design and other program expectations.
- Implements a comprehensive curriculum, including lessons and activities, which ensures the academic success of students.
- SPM is responsible for ensuring Program quality. SPM is responsible for training and



coaching all staff to understand all routines, procedures, and program design. SPM must provide all staff with printed lessons, materials and supplies for implementation, and ensure student engagement.

- Effectively trains and supervises the site team on academic and enrichment instructional practices for student academic success and engagement. Provides ongoing coaching to all direct reports.
- Demonstrates a positive work environment and team ethic.
- SPM ensures a safe and healthy environment for students and staff daily. SPM to ensure implementation of all safety guidelines per Think Together/district policies and procedures. SPM is responsible for ensuring the implementation of school safety plan and with reporting all incidents.
- Interviews, recommends, supervises, trains, disciplines, and terminates Think Together site staff.
- Ensures sustainability of all funding sources by complying with mandatory goals set forth by funding source, e.g., attendance targets (ADA), grants, etc.
- Maintains accurate, complete, and timely records of all student enrollment data through student database. SPM is responsible for ensuring site meets Average Daily Attendance (ADA) and follows all data and attendance policies.
- Ensures accuracy of data entry, attendance taking and confidentiality of student records.
- Maintains accurate program records and follows operational reporting procedures.
- Maintains a high-level of confidentiality and will not disclose any sensitive information or content related to the Program, the students, families, staff, etc.
- Ability to meet metrics and deliverables to ensure successful performance and goal achievement.
- Effectively implements student assessments and evaluations for student and program improvement.

- Meets regularly and communicates with school principal and faculty to collaborate and align on both school and Think Together academic goals and initiatives.
- Regularly, keep school administrators, school staff and parents informed on program activities and daily incidents.
- Provide excellent customer service to all internal and external stakeholders. Foster effective working relationships with all stakeholders and attend school meetings as required for partnership and alignment with school day.
- Creates and thrives on open communication between team members and stakeholders for continued self-improvement and skill development.
- Ability to work cooperatively and collaboratively with partners, staff, public officials, private sector officials, parents, and community leaders.
- Ability to communicate effectively both orally and written and demonstrate sensitivity to target audience.
- Manages site level budgets.
- Maintains and ensures the accurate approval of all timecards for their direct reports, according to pay practice policies.
- Implements other human resource policies and procedures.
- Attends SPM meetings in-person and/or virtually, and other meetings and training, as requested.
- Implements other plans or requirements related to the Program quality, customer experience and business needs.
- Manages and meets all deadlines established and as assigned.

Education and Experience

LEVEL 1

- Bachelor's degree highly preferred

- Combination of education and experience related to position, with increasing responsibility, which may include but not limited to:
 - > 1- 2+ years of experience working in education/youth programs
 - > At least 1+ year in a supervisory or leadership position is required and 2+ years highly preferred.
- Internal Candidate:
 - > Completion of Think Together Build the Bench Program for SPM.

LEVEL 2

- Bachelor's degree highly preferred
- Combination of education and experience related to position, with increasing responsibility, which may include but not be limited to:
 - > 2- 3+ years of experience working in education/youth programs
 - > At least 2+ years in a supervisory or leadership position is required and 3+ years highly preferred
 - > AA or vocational certificate related to the position.
- Internal Candidate:
 - > Completion of Think Together Build the Bench Program for SPM.

LEVEL 3

- Bachelor's degree (BA) from four-year college or university required.
- Combination of education and experience related to position, with increasing responsibility, which may include but not limited to:
 - > 4 - 5+ years of experience working in education/youth programs
 - > At least 3+ years in a supervisory or leadership position is required and 4+ years highly preferred.
- Internal Candidate:
 - > Completion of Think Together Build the Bench Program for SPM

- > 1 - 2+ years of Level II site experience.
- Previous classroom experience required.
- Must meet the minimum qualifications set by the partner district for a classroom instructional aide.
- Strong ability to communicate with students, parents, school staff and faculty both verbally and in writing.
- Excellent program management skills, including demonstrated record of completing tasks on time and within budget.
- Bilingual / Bi-cultural (Spanish) may apply in some
- CPR/First Aid certified or ability to obtain within first 60 days of
- Satisfactory TB skin
- Passing background check (DOJ & FBI).

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Copy of IRS letter certifying tax exempt status



OGDEN UT 84201-0029

In reply refer to: 4077550286
July 10, 2014 LTR 4168C 0
33-0781751 000000 00
00039603
BODC: TE

T H I N K TOGETHER
2101-A E FOURTH ST
SANTA ANA CA 92705



052897

Employer Identification Number: 33-0781751
Person to Contact: MS SINGLETON
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 22, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in JANUARY 1998.

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

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

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

Proof of “active” status with the office of the California Secretary of State



Secretary of State Certificate of Status

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

Entity Name: THINK TOGETHER
Entity No.: 2059147
Registration Date: 10/22/1997
Entity Type: Nonprofit Corporation - CA - Public Benefit
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 08, 2024.



SHIRLEY N. WEBER, PH.D.
Secretary of State

Think Together Board of Directors Roster – 2022-2023 School Year

First Name	Last Name	Officer	Role/Title/Company
Quincy	Allen		Co-Founder and Managing Partner Arc Capital Partners June 2019-June 2024
Randy	Barth		Founder & CEO Think Together
Eric	Boden		Philanthropist June 2020-June 2026
Vic	Chiang		Start-up Advisor/Investor Silicon Valley June 2019-June 2025
Mary Lynn	Coffee	Secretary	Attorney at Law Nossaman, LLP June 2020-June 2025
Danny	Friedman		Managing Director & Senior Partner June 2019-June 2025
Tracy	Hernandez		Founding CEO Los Angeles Business Federation June 2019-June 2025
Dale	Hurd	Treasurer	Philanthropist June 2019-June 2025
Fran	Inman		Senior VP Majestic Realty Co. June 2020- June 2025
John	Lee		Executive VP PIMCO June 2021-June 2026
Paolo	Leon		Studio Director AO Architects June 2021-June 2026
Lillian	Maldonado French		Retired Superintendent June 2019-June 2025
John	Miller		Founder & CEO DJM Capital Partners, Inc. June 2019-June 2025
Julie	Miller-Phipps		Retired September 2022-2028
Sang	Peruri	Committee Chair	CEO OutreachCircle June 2019-June 2025
Vinay	Prabhu		Global Co-Head of Consumer & Retail Jefferies Investment Banking June 2019-June 2025
Steve	Robertson	Committee Chair	CFO HDMI Licensing Administrator, Inc. June 2019-June 2025
Leonard	Speiser		Entrepreneur Silicon Valley June 2019-June 2025
Bill	Tamblyn		Financial Consultant June 2019-June 2025
Summer	Taylor	Committee Chair	Managing Director Deloitte June 2021-June 2026
Julie	Vennewitz-Pierce		Director of Corporate Responsibility Ross Stores, Inc. June 2019-June 2025
Marlene	Washington		Head of Sales Thermo Fisher Scientific June 2019-June 2025
Anu	Worah		Owner and Orthopedic Physical Therapist Rebalance Physical Therapy June 2021-June 2024
Dan	Young	Board Chair	President Camino Enterprises June 2019-June 2025
Dawn	Trautman	Committee Chair	Senior VP of Information Technology Pacific Life Insurance Company July 2016-September 2025



BOARD OF DIRECTORS - MINUTES
September 22, 2022

Board Members in Attendance	Quincy Allen, Dawn Behnke, Randy Barth, Danny Friedman, Fran Inman, John Lee, Paolo Leon, John Miller, Sangeeth Peruri, Steven Robertson, Gretchen Salyer, Leonard Speiser, Summer Taylor, Julie Vennewitz-Pierce, Anu Worah
Staff Preset	Robin Avelar LaSalle, Tia Dwyer, Mike Frobenius, Maria Reichel, Jennifer Le (minutes), Payel Chatterjee, Katie Roth
Others Present	Dwayne Horii (RHCC), Brian Stevens (OCSA)
Agenda	<ol style="list-style-type: none"> Strategic Initiatives Discussion <ol style="list-style-type: none"> ELOP (facilitated by Brian Stevens, OCSA) Staffing Collaborative (facilitated by Randy Barth) Orenda Education (facilitated by Robin Avelar LaSalle) Philanthropy Update (facilitated by Maria Reichel and Katie Roth) Financial Review (facilitated by Randy Barth and Mike Frobenius) Organizational Goals (facilitated by Randy Barth and Maria Reichel) Consent Docket
Overview	<p>John Lee called the meeting to order at approximately 3:04pm.</p> <p>Randy opened the strategic initiatives discussion and shared the phases of growth that Think Together is/will experience with the CA Universal Afterschool and Expanded Learning Opportunity Program (ELOP) funding. With the additional funding, there is a need for more enriched programs (Arts, STEM, Sports). Think Together has partnered with Orange County School of the Arts (OCSA), for the arts enrichment need. Brian Stevens, Director of Community Engagement, from OCSA presented an overview of their organization and the program overview. Following Brian's presentation, Randy shared an update on the progress of the statewide staffing collaborative; Dale Marsden, a former Victorville & San Bernardino Superintendent (and Think Together partner), has been contracted to support with business development, and Allegis Global Solutions (AGS), the largest privately held staffing agency in the US, has been contracted to support with recruitment process outsourcing. Closing out the strategic initiatives' discussion, Robin shared an update on the Orenda Software progress, highlighting the goals, design, and software – timeline is on track. Maria introduced Katie Roth, Executive Director of Philanthropy, to the Board and together, Maria and Katie shared an update on the FY23 funding priorities as well as the first quarter giving highlights, and a calendar of upcoming community engagement and fundraising events. Randy and Mike gave an overview of the year-end financials and the FY23 budget and Randy and Maria reviewed the FY23 organizational goals and opened it up to the Board for feedback. Discussion ensued. Lastly, the Board the following items from the consent docket before calling for a vote:</p> <ol style="list-style-type: none"> Appoint/Reappoint Officers for a 2-year term, appointed 9/22/22 thru 9/30/24 <ul style="list-style-type: none"> Board Chair (Dan Young) Secretary (Mary Lynn Coffee) Treasurer (Summer Taylor)* <i>contingent with approval of CFO resolution</i> Renew Board Member Terms for a 3-year, appointed 9/22/22 thru 9/30/25 <ul style="list-style-type: none"> Daniel Friedman Sang Peruri Julie Vennewitz-Pierce Gretchen Salyer John Miller Steve Robertson Dan Young Bill Tamblyn Dawn Behnke

Jennifer Le, Executive Assistant to CEO
09/22/22



BOARD OF DIRECTORS - MINUTES
September 22, 2022

3. **Appoint the following members to the following committees as shown on the committee structure (pg. 61 of Board packet) for a 2-year term, appointed 9/22/22 thru 9/30/24**

4. **CFO Resolution**
BYLAWS RESOLUTION

AMENDMENT TO BYLAWS. The following resolutions regarding the amendment of the Bylaws of the corporation are adopted:

RESOLVED, that, pursuant to Section VII.10 of the Bylaws, the Board amends the Bylaws to insert a new Section IV.12 of the Bylaws to read as follows:

"12. Chief Financial Officer

The Board may appoint a Chief Financial Officer who is an executive employed by the corporation. The Chief Financial Officer shall have the primary responsibility for the operational duties of the Treasurer set forth in the Bylaws, except that the Treasurer shall continue to oversee the finances and investments of the corporation. The Chief Financial Officer shall have such other powers and perform such other duties as the Board or the Bylaws may require, except or unless precluded by applicable law."

RESOLVED, FURTHER, that the Secretary of the Corporation is hereby authorized and directed to execute the certification of the amendment to the Bylaws and to insert such amendment as so certified in the minute book of the corporation.

Consent Docket

John Lee made the motion to approve the consent docket. All in favor; no objections. Motion passed unanimously.

Board Votes

Electronic votes casted for the following motions:

- **FY23 Budget:** All in favor; no objections. Motion passed unanimously.
- **FY23 Organizational Goals:** All in favor; no objections. Motion passed unanimously.

The Board meeting adjourned at approximately 5:30pm. Executive Session called to order at 5:30pm

Jennifer Le, Executive Assistant to CEO
09/22/22



BOD MEETING MINUTES 12/1/22

Via Zoom

Board Attendees: Quincy Allen, Randy Barth, Dawn Behnke, Eric Boden, Vic Chiang, Mary Lynn Coffee, Danny Friedman, Fran Inman, John Lee, Paolo Leon, John Miller, Sang Peruri, Steve Robertson, Leonard Speiser, Bill Tamblin, Summer Taylor, Julie Vennewitz-Pierce, Anu Warah, Dan Young

Absent: Gretchen Salyer

Staff Attendees: Maria Reichel, Robin Avelar La Salle, Katie Roth, Dwayne Horil, Jen Le, Tia Dwyer

Minutes: Farah Manneh

Meeting is called to order at 4:06 pm.

Board Chair Dan Young kicks off meeting. Acknowledgments followed thanking board members for their contributions to the organization including RAH sponsorships, year-end giving, and BCG engagement. Dan pledges \$50,000 to Raise A Hand.

CEO Update

CEO Randy Barth shared organizational update and statement of activities for both Think Together and Orenda. Revenue growth is accelerating and investment in our frontline staff has increased staffing efforts. Management is greenlighting expenses, expects the organization will post positive financial results. There is clear signaling from CDE that the audit will not result in financial penalty. Randy highlights there is a need to rebuild every department to support the growth. The Talent Acquisition team now has 50 people. Board members are pleased with the organization's progress and requested that we share Think's impact with elected officials.

BCG Project Report

Board Member Danny Friedman presents the pro-bono project currently being supported by his firm, BCG. The engagement revealed pain points around finance systems and tools, people and operations model, workflow and processes. The current financial management system, QuickBooks, is no longer adequate and a new system with capabilities to report real-time data is needed. Solutions identified from BCG team include:

1. Implement a new ERP system to streamline the chart of accounts
2. Design state of the organization with clear roles
3. Optimize planning and budgeting

Danny shared vision for how finance should look post-BCG involvement. He highlighted the need for additional leadership to support the staffing collaborative and the ERP implementation. Board members expressed gratitude for the work BCG is doing to enhance Think Together's back office infrastructure.

2022-2023 Committee Structure and Focus Areas

Executive Team member Maria Reichel reviewed the revised committee structure and focus areas. Executive Committee will meet on ad-hoc basis and the majority of the board's work will take place within

Office Address

P: xxx.xxx.xxx
F: xxx.xxx.xxx
thinktogether.org



committees. There are no changes to the standing committee charters and there are two new ad-hoc committees to support strategic priorities: ELO-P growth and Digitizing Orenda.

Committee Reports

ELO-P Growth: Randy shared progress on enlisting education leaders throughout the state of California for staffing collaborative initiative; a number of superintendents, representing 20% of the state's students, will be attending the upcoming summit in San Jose. Board members asked about funding and how Think Together will be required to spend the ELO-P. It was agreed to devote time during the full-day meeting in February to an in-depth discussion on the staffing collaborative.

Orenda: Orenda President, Robin Avelar La Salle provided an update on Orenda's business and thought leadership strategies, including the launch of a new book in the spring. 108 schools and over 50,000 students are being impacted by Orenda's work.

Fundraising and Community Engagement: Committee Chair Sang Peruri presented the committee's short, medium and long-term goals:

- Horizon 1- Events, meeting annual fundraising goal
- Horizon 2- High dollar fundraising targets
- Horizon 3- Parent/community engagement

Executive Director of Philanthropy Katie Roth shared an update on fundraising goals and progress on the Raise a Hand annual events.

Finance and Operations: Committee Chair Dawn Behnke shared committee report highlighting growth metrics. The committee is working closely with management to ensure all systems and processes are aligned with organization goals.

Board Engagement and Nominating Committee: Committee Member Julie Vennowitz-Pierce reviewed the process of identifying and recruiting new board members. Julie presented the background of the two individuals nominated to the board: Marlene Washington and Vinay Prabhu. Both individuals were voted into Think Together's Board of Directors unanimously.

New Business: Home Office Redevelopment Project

Board Member Paolo Leon and Dan introduced concept for exploring the redevelopment of the Think Together office space. Dan invited board members with real estate backgrounds to join a task force to further explore and consider this new opportunity.

Consent Docket

Board approved consent docket with 100% support.

Board meeting adjourns at 6:05

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BOARD OF DIRECTORS - MINUTES

February 3, 2023

Board Members in Attendance	Randy Barth, Dawn Behnke, Eric Boden, Lillian French, Danny Friedman, Tracy Hernandez, Dale Hurd, Fran Inman, John Lee, Paolo Leon, Sangeeth Peruri, Vinay Prabhu, Steven Robertson, Leonard Speiser, Summer Taylor, Marlene Washington, Dan Young
Board Members Absent	Victor Chiang, Mary Lynn Coffee, Fran Inman, D. John Miller, Julie Vennovitz-Pierce
Think Staff	Tia Dwyer, Mike Frobenius, Dr. Robin Avelar LaSalle, Maria Reichel, Katie Roth, Tommy Brewer, Holly Perry, Dwayne Horii (outside legal counsel)
Minutes	Kristen Scully
Guests	Dr. Karla M. Rhay (consultant), Dr. Dale Marsden (consultant)
Agenda	<ol style="list-style-type: none"> 1. Introductions, Welcomes, Recognitions (Dan Young) <ol style="list-style-type: none"> a. Welcome & Recognitions b. Welcome new board members c. Agenda and objectives review d. Acknowledgements/ recognitions e. Philanthropy Update (Katie Roth) 2. CEO State of the Org (Randy) 3. Strategic Discussion: Impact Theory of Change (Randy Barth, Dr. Robin Avelar La Salle & Tommy Brewer) 4. Strategic Discussion and Approval: Staffing Collaborative (Randy Barth, Dr. Dale Marsden, Mike Frobenius & Dr. Karla M. Rhay) 5. Business of the Board (Dan Young) <ol style="list-style-type: none"> a. Consent Docket 6. Executive Session (Dan Young)
Overview	<p>Dan Young called the meeting to order at approximately 9:30am.</p> <p>The full day in person meeting is in lieu of the typical 2-day board retreat. The board will have another opportunity to meet in person for a full day meeting in September. This change is to allow more Board chair reviewed organizational priorities which include raising \$1 million in philanthropy from the board and their networks. Executive Director of Philanthropy recognized all the board members who have contributed to the organization this year. She reviewed details of the upcoming fundraising events, including fundraising goals and strategies. She also shared significant corporate and foundation gifts in the second quarter of the fiscal year. Board members were asked to consider making a gift or sponsorship towards the event.</p> <p>CEO State of the Organization</p> <p>CEO began with highlights from the Boeing site visits, sharing that the model could be replicated for other donors. He then shared key organizational metrics including revenue, students served, number of programs and anticipated funding opportunities. He also reviewed the organization's balance sheet and income statements. It's expected that we will exceed revenue and net income targets, enabling additional investments in organizational infrastructure and Site Coordinator pay. Board members were also reminded of the launch of the home office redevelopment feasibility project.</p>

Board Meeting Minutes
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BOARD OF DIRECTORS - MINUTES

February 3, 2023

Holly Perry, Sr. Director of Talent Acquisition was invited to share an update on the organization's staffing efforts. Holly shared project timeline, monthly headcount, recent investments and the team's goals and priorities. Board members shared positive feedback on the progress and results.

CEO concluded his presentation with a review of progress towards org wide and Orenda specific goals and reiterated the need for continued investments in organization infrastructure to support recent growth. He also recognized Danny Friedman and BCG for their contribution to the organization in the form of a pro-bono consulting project focused on diagnosing Think's Finance & Accounting functions.

Strategic Discussion: Impact Theory of Change

CEO presented the context of the size, scope, and complexity of the educational landscape in which Think Together operates. Robin Avelar La Salle, President of Orenda, presented Theory of Change and approach. Tommy Brewer, Deputy Chief of Partnerships and Program Innovation presented Think Together's program model. Board members requested additional clarity on student outcome goals and progress towards them.

Strategic Discussion and Approval: Staffing Collaborative

Dr. Dale Marsden was invited to present on the Staffing Collaborative. Dale shared the issues we are trying to solve and key elements of the proposal, including the legal structure and key responsibilities of the different parties. Mike Frobenius, CFO, reviewed the financial model including assumptions and Dr. Karla Rhay, shared details on potential insurance solutions. CEO presented a summary of opportunity, risks, and mitigation strategies. Board members asked questions regarding operational model, risks to Think, pricing and management fees, legal structure and governance, target customers, market opportunity, potential liabilities, insurance, regulatory concerns, and financial margins.

Following the discussion, **board approved a motion to move forward with Phase I** with the request to provide additional details on the financial model to the Finance and Operations Committee.

Consent Agenda

The Board Chair read the following items from the consent agenda:

1. December financials
2. December legal report
3. 2023-2024 board calendar
4. Board resignation: Gretchen Salyer

As there were no objections, the items were adopted.

**Adjournment &
Executive Session**

Board meeting adjourned at 3:08pm. Executive Session (board members only) called to order at 3:10pm.



BOARD OF DIRECTORS - MINUTES
March 28, 2023

Board Members in Attendance	Quincy Allen, Dawn Behnke, Victor Chiang, Mary Lynn Coffee, Danny Friedman, Tracy Hernandez, Dale Hurd, Fran Inman, Paolo Leon, Lillian Maldonado, John Miller, Sang Peruri, Julie Vennewitz-Pierce, Vinay Prabhu, Steve Robertson, Leonard Speiser, Bill Tamblyn, Summer Taylor, Marlene Washington, Anu Worah, Dan Young, Randy Barth
Staff Present	Robin Avelar LaSalle, Tia Dwyer, Mike Frobenius, Tommy Brewer, Payel Chatterjee, Katie Roth, Karin Wu, Kyrstin Occiano (minutes)
Others Present	Dwayne Horii (RHCC)
Agenda	<ol style="list-style-type: none"> Welcome & Acknowledgements (Dan Young) Board Member Recognitions (Katie Roth) Board Committee Updates <ol style="list-style-type: none"> Fundraising & Community Engagement (Sang Peruri, Katie Roth) ELOP incl. Staffing Collaborative (Dan Young, Randy Barth) Finance & Operations (Dawn Behnke, Tia Dwyer) Orenda Education (Leonard Speiser, Robin Avelar LaSalle, Payel Chatterjee) Home Office Redevelopment Project (Dan Young, Paolo Leon) Compensation (Steve Robertson) Audit (Summer Taylor, Mike Frobenius) Consent Docket (Dan Young) <ol style="list-style-type: none"> January Financials DOF Audit Update FYE 2022 Form 990 Consulting Contract with BCG Legal Update Minutes from February 3, 2023 Board Meeting Treasurer Vote Executive Session (Dan Young)
Overview	<p>Dan Young called the meeting to order at 4:01 PM with a quorum present.</p> <p>RAH - Sang, Katie Katie: Thanked all board members that pledged for Raise A Hand sponsorship so far. First event is on Thursday in Coachella Valley. Largest event on 4/21 in OC at Bowers Museum. This year's goal is \$750K with a stretch of \$900K (last year was \$645K). Currently at \$406K. Sang: Has a good pitch deck draft of BA and PS ready. Working on one for OC and LA. Will have a deck for when they visit the capital. Working on getting more sophisticated with fundraising. Encouraged board membes to use Outreach Circle.</p> <p>Strategic Priority: ELOP - Dan, Randy, Tommy Tommy: ELOP was established in 2021 with a \$5B allocation intended to implement in 5 years. We are at year 2. \$780mm our current partners have received - \$74,401,204 (10%) is spent with Think Together contracts. Revisiting ELOP vision with partners, helping them spend funds more broadly. Still using Horizon framework to work towards Project 2 million. Edging towards \$200mm core revenue. Highlighting high dosage tutoring (high demand by school partners). Randy: School districts looking for staffing help across the board including help with filling Classified positions. Interest in certificated teacher pipeline but not as broad. Shared financial model for Jan board meeting. Have about 1,000 orders in the pipeline which would be a net margin of about \$868,627. Dan: Discussed board members' questions around social impact. John M, Tommy, Tracy H, Mary Lynn and Randy added comments regarding current measurement practices, continuing to increase measurement</p>

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BOARD OF DIRECTORS - MINUTES
March 28, 2023

against grade-level performance (not just SEL), making sure we don't duplicate work from other organizations and leveraging data from Orenda.

Finance & Operations Committee - Dawn, Tia

Dawn: Highlights from financial update - balance sheet and income statement were very strong from Feb. Line of credit is good at \$3.5M. Accounts receivable was a little higher in Feb. Net income through Feb was well above planned. Added to the financials at the end. Committee feels org is in a good position financially and from an operations perspective. Tia shared we are 95% staffed with about 5600 headcount serving 68K students and good retention. Staffing Collab name has changed to California Schools Talent Collaborative. Concept supports TT mission. Discussed risks that the management team is reviewing (a lot of the risks would be operational). Staffing is the biggest issue that districts are experiencing. Discussed the planning timeline. Working towards a July 1st launch date. Will come to the board for approval on June 29th. Randy: May 25th Board meeting is moving to June 29th. This, the budget and insurance renewals need to be approved. Tracy inquired about name change - she is familiar with an "OC Talent Collaborative." Randy responded that a paid name search would be conducted.

Strategic Priority - Orenda

Leonard shared FY23 Orenda Goals. Randy: Revenue goals was \$8M - will fall a little short at \$7.3mm. Robin and Randy made a strategic decision to focus on retention (not revenue growth). With OE being most impactful when they implement for 4 years, they focus on student impact. Robin: Worked with statistician to take all the historical data to come up with impact results. Shared the language arts results before and after Think Together. It's transformative success. Randy: High-touch involvement that is tough to scale. Software tools will help with the scaling. Payel shared the OE 2022 lookback, including statewide data and gave a demo of the EIR-funded software which helps districts understand what we are trying to do. Dawn, Summer and Sang asked clarifying questions regarding the data. Concluded we can become source-of-truth with this data and thought-leaders.

Home Office Redevelopment Project - Dan, Paolo

Dan: we own the headquarters building outright. Potential is high to get residential zoning. Land will be worth more as residential than office. Want to put the highest and best use on the property even if we don't develop it. Can build and have a stream of income. Paolo: What we are proposing is in line with what the market will support. Shared site plan and outline of the project. Walked through waivers and incentives. Shared a summary of the composition of the 2 units. Total of 283 units. Will help bring more affordable housing. Will go to City for quick feedback (should take 2-3 weeks). Tracy and Mary Lynn asked clarifying questions around affordable housing percentage (16%) and feedback from Jamboree. Paolo, Dan and Randy replied that Jamboree is already generally supportive of this plan and percentage can be adjusted/decided by us.

Comp Committee - Steve

Steve: Shared the Comp Committee process and comp study by Pearl Meyer. BCG completed their audits and recommended roles. Org revenue has increased from \$50M-\$200M range which impacts our "peer group" for comp purposes. This has been approved by comp committee.

Audit Committee

Summer shared agenda items covered. Met last week and meet about 4 times a year. Board packet includes the 990 and legal update. Discussed whether the firm we are using currently is large enough. Suggest management go into an RFP process next year for expected growth. Talked about BCG work on finance and IT. DOF Audit Update summary also included in board materials - maximum exposure org has

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BOARD OF DIRECTORS - MINUTES
March 28, 2023

is about \$4.5M but based on feedback we don't think maximum exposure is something to be concerned about. Waiting for the written report. Audit committee will help draft response. Most significant findings was when we moved some employees into the LAM group but CDE has chats that supported it. The other exposure was the calculation is 85/15.

Randy shared February financials. Forecasting a significant change in March. Have a significant amount of Spring Break and Summer contracts that will land this year around \$17M. Think June revenue will be around \$180M. Right now forecasting \$2M in net income. Shared TT and OE 10 year YoY net income. Currently our margins are around 5-10%. Currently around \$10M. Not enough data to determine if this is a trend.

Consent Docket

Board voted to approve all items.

Board Votes

- **Resolution for Election of Officers - Treasurer:** Approved
- **Additional Signers:** The Board authorized Think Together CFO, Amy Hemseri-Sabala and Think Together Board member, Dale Hurd to sign bank related documents on behalf of the organization.
- **Resolution for CFO Compensation Agreement:** Approved
- **Resolution for Election of Officers – CFO:** Approved

**Adjournment &
Executive Session**

The meeting adjourned at 5:58 PM. Executive Session called to order immediate after.

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BOARD OF DIRECTORS - MINUTES

June 29, 2023

Board Members in Attendance

Marlene Washington, Paolo Leon (Joined 4:51), Anu Worah, Dawn Behnke, Eric Boden, Fran Inman, Vinay Prabhu, Julie Vennewitz-Pierce, Victor Chiang, John Lee, Mary Lynn Coffee, D. John Miller, Lillian Maldonado French, Dan Young, Tracy Hernandez, Summer Taylor, Steve Robertson, Leonard Speiser, Quincy Allen, Sangeeth Peruri, Danny Friedman, Randy Barth

Staff Present

Tia Dwyer, Amy Hemseri-Sabala, Robin Avelar La Salle, Katie Roth, Karin Wu, Darren Hamilton (minutes)

Others Present

Dwayne Horii (RHCC)

Agenda

1. Welcome & Acknowledgements (Dan Young)
2. DOF Audit Response (Summer Taylor)
3. Items for Board Approval
 - a. Talent Collaborative Legal Structure (Dwayne Horii)
 - b. Baseline Budget (Randy Barth, Amy Hemseri-Sabala)
 - c. Insurance Renewal (Randy Barth, Amy Hemseri-Sabala)
4. Future Planning (Dan Young)
 - a. Current Priorities (Dawn Behnke)
 - b. Market Realities (Randy Barth)
 - ELOP
 - Orenda
 - c. September Planning
 - Key Phases
 - Program Quality & Impact
 - Strategic Realignment
5. Consent Docket (Dan Young)
 - a. May Financials
 - b. DOF Draft Report
 - c. DOF Finance Audit Response
 - d. Legal Update
 - e. March 28, 2023, Meeting Minutes
6. Closing (Dan Young)

Overview

Dan called the meeting to order at 4:02 PM with a quorum present.

DOF Audit Response - Summer Taylor

Summer: shared with the newer board members the background on acquiring the 21st Century Community Learning grants from YPI. As a result of this set of transactions, Think Together became a direct federal grantee overseen by CDE as opposed to a subcontractor to school districts which is the case for most of our business. Further, because of the malfeasance at YPI these grants were categorized as "high-risk" by CDE. Given the nature of the emergency rescue of these grants, together with the onset of Covid and the closure of schools, and the flexibility granted by the CDE, this became a very complex period to navigate. The three findings from the DOF's audit included inconsistent accounting practices, inadequate administration, and insufficient documentation. The DOF is recommending to the CDE that Think Together return \$4.6M. Think Together contested this recommendation. It remains for CDE to decide the outcome. All accounting recommendations from the DOF have been implemented and Think Together is currently in compliance.

Baseline Budget - Amy, Randy

Amy: Budget put forward to the board is a \$200mm topline budget with the year ending around \$170mm.

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BOARD OF DIRECTORS - MINUTES

June 29, 2023

Revenue increase of \$30mm (18%), approximately all of the \$200mm is the organizations identified contracts (\$6.6mm unidentified). The proposed budget does not include the California school's talent collaborative, the department is still working on a year 1 forecast.

Randy: provided a detailed discussion on the baseline budget, focused on the organization's revenue by region, revenue stream, and ELOP revenue breakdown.

Amy: Discussed Orenda projections for FY24. Approx revenue increase of \$700K (9%), expenses sit around a flat or break-even model.

Randy: Detailed discussion with the board on the organization's purpose of the June budget. The budget put forward is primarily a snapshot of a revised more accurate budget which will occur in September when schools and districts have a more solidified budget of their own.

The board did not have a legal requirement to vote at this time and chose to revisit in September.

Insurance Renewal – Amy, Randy

Amy: Insurance policy renewals of approx. \$919K, \$121K (15%) higher than FY23, this incorporates \$45K of additions savings from increasing deductibles thoughtfully. Chosen not to go forward with additional excess liability. General liability increased by almost \$100K (35%), primarily due to increased average daily attendances as well as more building locations. Received a \$26K increase (67%) for DIC flood/earthquake in the premium, \$66,400 compared to \$39,775 last year.

The Board discussed these increases are reflective across the board in most organizations.

Future Planning – Dan, Dawn

Dawn: The Finance and Ops committee intends to present a proposal to the board, aiming to facilitate a discussion with the staff and leadership team regarding the organization's current status in terms of infrastructure and program quality. This initiative aims to provide the board with a clear understanding of the areas that require focus in order to ensure the delivery of high-quality services and promote effective growth.

Dan: The primary objective of the September retreat is to realign the organization and the board, fostering a renewed focus on business objectives. The retreat will serve as a platform for discussions on key areas of emphasis, determining a path forward, and establishing metrics to measure progress and success.

Dan: The upcoming September retreat will initiate a comprehensive discussion regarding the establishment of an Innovation Lab. This strategic planning process aims to identify and develop new innovative programs that will support the organization's growth. Furthermore, the retreat will also facilitate deliberations on a potential restructuring of the board of directors, including a discussion on the formation of two committees. One committee will focus on core business operations, while the other will specifically oversee the activities of the Innovation Lab. Randy and Dan will put together a discussion framework.

Dan asked Karin Wu to present on the general concept and benefits of an Innovation Lab. Karin discussed her experience in fundraising for other nonprofits and guidance from large funders to figure out organizational "endgame" beyond its mission, plus the opportunity to leverage Board's expertise in this area. The board showed interest in this concept but emphasized their intention for the innovation lab to not overshadow or detract from the current needs and operations of the organization.

HO redevelopment update – Paolo, Dan

Paolo: The city was well receptive of the redevelopment proposal and appreciated Think Together's unique approach to the redevelopment. No fatal flaws were uncovered in the proposal.

Dan: The city raised a crucial question regarding the development of workforce housing, which entails creating additional units with multiple bedrooms to cater to the needs of families. The alternative option discussed involved constructing entirely market-rate housing without any affordable housing provisions. However, in this case, the city proposed introducing workforce housing that would limit unit affordability

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BOARD OF DIRECTORS - MINUTES

June 29, 2023

based on income, ensuring moderate affordability, and targeting the audience that the city believes is currently excluded from the housing market.

Dan: A goal of the development is to secure project approval and find a solution for addressing our current office requirements. By achieving these milestones, the company has the potential to acquire a permanent and valuable asset that will be reflected on the organization's balance sheet.

Consent Docket

The board voted to approve all items.

Board Votes

- **Talent Collaborative** – Approved
- **FY24 Baseline Budget** – No legal requirement to vote at this time, will revisit at the September meeting
- **FY24 Insurance Renewal** – Approved
- **Consent Docket** – Approved

**Adjournment &
Executive Session**

The meeting adjourned at 5:59 PM.

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Signed letter of agreement

Please reference page 5 of this proposal - [click here](#)

**Most recent audited financial statements within 2 years & summary of
audit findings**

**Think Together
Certified Public Accountants'
Audited Financial Statements**

Years Ended June 30, 2023 and 2022

Think Together

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Certified Public Accountants*1301 Dove St., Suite 890
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www.srbcpa.com***Independent Auditors' Report on Financial Statements**

To the Board of Directors
Think Together

Opinion

We have audited the accompanying financial statements of Think Together (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Think Together's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Think Together's ability to continue as a going concern for a reasonable period of time.

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

Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 1, 2023 on our consideration of Think Together's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Think Together's internal control over financial reporting and compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Think Together's internal control over financial reporting and compliance.

Stephens, Reidinger + Beller LLP

Newport Beach, CA
December 1, 2023

Think Together

STATEMENTS OF FINANCIAL POSITION

June 30, 2023 and 2022

ASSETS		
	2023	2022
Current assets		
Cash and cash equivalents	\$ 227,871	\$ 2,588,844
Investments	1,645,140	1,150,305
School district contracts receivable, net of allowance for doubtful accounts	28,455,176	15,688,487
Grants, donations and other receivables	2,439,653	1,326,115
Prepaid expenses	1,043,782	917,688
Total current assets	33,811,622	21,671,439
Property and equipment - net of accumulated depreciation	8,155,030	8,464,920
Operating right-of-use asset - net of accumulated amortization	8,821,498	-
Other assets	2,196,179	2,574,792
Total assets	\$ 52,984,329	\$ 32,711,151
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and other accrued liabilities	\$ 13,679,201	\$ 5,591,380
Accrued payroll and related liabilities	9,089,893	5,622,088
Current maturities of long-term debt	157,442	153,593
Deferred revenue	4,157,020	6,070,836
Operating lease liability - current	2,066,569	-
Total current liabilities	29,150,125	17,437,897
Long-term debt - net of current maturities	2,099,042	2,256,484
Deferred revenue - long-term	19,657	349,867
Operating lease liability - long-term	7,388,212	-
Total liabilities	38,657,036	20,044,248
Net assets		
Net assets without donor restrictions	14,053,306	12,379,616
Net assets with donor restrictions	273,987	287,287
Total net assets	14,327,293	12,666,903
Total liabilities and net assets	\$ 52,984,329	\$ 32,711,151

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

Think Together

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2023

	2023		
	Without	With	
	Donor Restrictions	Donor Restrictions	Total
Revenue			
Public support			
Corporate donations	\$ 641,780	\$ -	\$ 641,780
Individual donations	870,157	-	870,157
Foundations	1,405,434	-	1,405,434
School district contract services	162,472,033	-	162,472,033
Contributed assets and services	1,753,993	-	1,753,993
Net assets released from restrictions	36,500	(36,500)	-
Total public support	167,179,897	(36,500)	167,143,397
Interest, rental and other income (loss)	2,993,000	23,200	3,016,200
Total revenue and support	170,172,897	(13,300)	170,159,597
Expenses			
Program services	153,225,510	-	153,225,510
Management and general	13,581,114	-	13,581,114
Fundraising	1,692,583	-	1,692,583
Total expenses	168,499,207	-	168,499,207
Change in net assets	1,673,690	(13,300)	1,660,390
Beginning net assets	12,379,616	287,287	12,666,903
Ending net assets	\$ 14,053,306	\$ 273,987	\$ 14,327,293

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

Think Together

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2022

	2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Revenue			
Public support			
Corporate donations	\$ 415,994	\$ -	\$ 415,994
Individual donations	829,217	-	829,217
Foundations	2,109,726	-	2,109,726
School district contract services	92,514,561	-	92,514,561
Contributed assets and services	300,074	-	300,074
Net assets released from restrictions	20,000	(20,000)	-
Total public support	96,189,572	(20,000)	96,169,572
Interest, rental and other income	1,296,970	(10,569)	1,286,401
Total revenue and support	97,486,542	(30,569)	97,455,973
Expenses			
Program services	81,174,554	-	81,174,554
Management and general	8,251,662	-	8,251,662
Fundraising	1,335,691	-	1,335,691
Total expenses	90,761,907	-	90,761,907
Change in net assets	6,724,635	(30,569)	6,694,066
Beginning net assets	5,654,981	317,856	5,972,837
Ending net assets	\$ 12,379,616	\$ 287,287	\$ 12,666,903

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

Think Together

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2023

	<u>Program Services</u>		<u>Supporting Services</u>		
	<u>Out of School Programs</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Subtotal</u>	<u>Total</u>
Advertising	\$ 53,174	\$ 53,021	\$ 53,021	\$ 106,042	\$ 159,216
Bank charges	7,790	56,205	3,573	59,778	67,568
Computer and software expenses	748,775	912,639	5,628	918,267	1,667,042
Consulting	10,788,718	3,207,754	187,875	3,395,629	14,184,347
Copying and printing	831,010	29,666	42,618	72,284	903,294
Depreciation	156,103	566,242	-	566,242	722,345
Dispute resolution	2,201,049	76,544	-	76,544	2,277,593
Amortization	-	310,322	-	310,322	310,322
Insurance-general	-	843,361	-	843,361	843,361
Insurance-health	2,184,262	160,981	33,371	194,352	2,378,614
Insurance-workers comp.	1,068,246	29,845	4,860	34,705	1,102,951
Interest	62,312	292,625	-	292,625	354,937
Legal and accounting	1,241,564	60,784	-	60,784	1,302,348
Maintenance and repairs	346,911	341,323	1,240	342,563	689,474
Travel and mileage	893,500	51,873	14,770	66,643	960,143
Office expense	1,541,101	464,979	90,701	555,680	2,096,781
Outside/subcontracted services	2,066,131	-	2,786	2,786	2,068,917
Postage	272,043	11,675	29,967	41,642	313,685
Promotion	384,418	47,254	3,162	50,416	434,834
Rent	2,311,282	1,076	-	1,076	2,312,358
Salaries and wages	103,515,833	5,115,896	1,086,274	6,202,170	109,718,003
School supplies	11,057,937	869	261	1,130	11,059,067
Special events	1,767,010	14,631	33,483	48,114	1,815,124
Staff development	343,561	166,659	11,900	178,559	522,120
Taxes - payroll	8,792,976	323,139	82,874	406,013	9,198,989
Taxes - property, other	41,007	134,842	1,866	136,708	177,715
Telecommunications	416,180	116,492	2,353	118,845	535,025
Utilities	132,617	190,417	-	190,417	323,034
	<u>\$ 153,225,510</u>	<u>\$ 13,581,114</u>	<u>\$ 1,692,583</u>	<u>\$ 15,273,697</u>	<u>\$ 168,499,207</u>

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

Think Together

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2022

	<u>Program Services</u>		<u>Supporting Services</u>		
	<u>Out of School Programs</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Subtotal</u>	<u>Total</u>
Advertising	\$ 48,454	\$ 47,744	\$ 47,744	\$ 95,488	\$ 143,942
Bank charges	10,047	59,419	9	59,428	69,475
Computer and software expenses	522,787	448,345	8,972	457,317	980,104
Consulting	412,314	371,925	304,662	676,587	1,088,901
Copying and printing	358,426	16,990	55,781	72,771	431,197
Depreciation	106,610	478,295	-	478,295	584,905
Amortization	-	94,610	-	94,610	94,610
Insurance-general	-	689,498	-	689,498	689,498
Insurance-health	1,832,596	119,510	27,474	146,984	1,979,580
Insurance-workers comp.	802,823	30,368	5,022	35,390	838,213
Interest	53,229	351,547	-	351,547	404,776
Legal and accounting	349,856	220,245	-	220,245	570,101
Maintenance and repairs	226,532	278,152	-	278,152	504,684
Travel and mileage	528,526	37,784	1,121	38,905	567,431
Office expense	720,413	313,894	69,174	383,068	1,103,481
Outside/subcontracted services	3,378,751	192,205	-	192,205	3,570,956
Postage	245,507	17,989	2,413	20,402	265,909
Promotion	454,944	43,596	6,682	50,278	505,222
Rent	1,944,468	2,651	25	2,676	1,947,144
Salaries and wages	57,072,357	3,633,480	744,127	4,377,607	61,449,964
School supplies	5,996,419	512	165	677	5,997,096
Special events	604,459	4,190	3,540	7,730	612,189
Staff development	126,794	31,413	1,288	32,701	159,495
Taxes - payroll	4,851,413	230,109	55,994	286,103	5,137,516
Taxes - property, other	34,561	58,834	29	58,863	93,424
Telecommunications	365,082	304,557	1,469	306,026	671,108
Utilities	127,186	173,800	-	173,800	300,986
	<u>\$ 81,174,554</u>	<u>\$ 8,251,662</u>	<u>\$ 1,335,691</u>	<u>\$ 9,587,353</u>	<u>\$ 90,761,907</u>

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

Think Together

STATEMENTS OF CASH FLOWS

For the Years Ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities		
Increase in net assets	\$ 1,660,390	\$ 6,694,066
Adjustments to reconcile increase in net assets to net cash provided by (used in) operating activities		
Depreciation and amortization	1,032,667	679,515
Amortization of right-of-use asset	1,887,220	-
Unrealized (gain) loss on investments	(255,171)	102,319
Non-cash contributions	(56,853)	-
Equity interest income in benefit corporation	-	(699,684)
(Increase) decrease in assets		
Accounts receivables	(13,880,227)	(10,345,856)
Prepaid expenses	(126,094)	(473,789)
Deposits and other assets	60,550	(97,065)
Increase (decrease) in liabilities		
Accounts payable	8,087,821	1,052,533
Accrued payroll and related liabilities	3,467,805	223,093
Due to affiliate	-	(249,000)
Deferred revenue and rental obligations	(1,847,170)	4,542,489
Operating lease liability	(1,650,793)	-
Total adjustments	(3,280,245)	(5,265,445)
Net cash (used) provided by operating activities	(1,619,855)	1,428,621
Cash flows from investing activities		
Acquisition of property and equipment	(404,714)	(171,766)
Investment in securities	(182,811)	(39,138)
Net cash (used) by investing activities	(587,525)	(210,904)
Cash flows from financing activities		
Satisfaction of service obligation	-	(566,092)
Payments on long-term debt	(153,593)	(149,861)
Net cash (used) by financing activities	(153,593)	(715,953)
Net increase (decrease) in cash and cash equivalents	(2,360,973)	501,764
Cash and cash equivalents at beginning of year	2,588,844	2,087,080
Cash and cash equivalents at end of year	\$ 227,871	\$ 2,588,844
Supplemental disclosures:		
Cash paid during the year for interest	\$ 352,185	\$ 377,899

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

Think Together

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2023 and 2022

Organization and Nature of Services

Think Together is a non-profit, tax-exempt, California organization that partners with schools to change the odds for kids. Think Together offers direct service programs in the areas of early learning (children 0-5), afterschool (K-12) in under-resourced schools and communities. Think Together also provides professional development to school teachers and administrators around a specific data-driven, but people-centric, school improvement model that has produced transformational results. Think Together offers programs in over 570 sites across 50 public school districts and 27 charter management organizations across California. During the fiscal year ended June 30, 2023, Think Together served more than 200,000 students.

Think Together's services are provided under a variety of financial arrangements. The largest portion of these services is the daily comprehensive afterschool program provided to public school districts. Think Together serves as a sub-contractor to these districts where it delivers the program directly to students and provides the support necessary to deliver this program including staffing, human resources, volunteer recruitment, program design, coaching, program management, financial management and reporting, and program evaluation. Think Together also raises matching funds for these programs through philanthropy. In addition, Think Together serves as the fiscal agent and program provider for Expanded Learning Programs at approximately 40 charter schools mostly in the Los Angeles Metropolitan area. Think Together's early learning programs (including state preschool) are funded through state and county agency grants, also augmented through philanthropy.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of the significant accounting policies of the Organization.

Basis of Presentation

The financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP). Management has evaluated subsequent events through December 1, 2023, the date which the financial statements were available for issue.

Recent Accounting Pronouncement

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which among other things, requires the recognition of right-of-use lease assets and related lease liabilities on the statement of financial position for operating leases, along with the disclosures of key information about leasing arrangements. A lease is required to record lease assets and liabilities for all leases with a term of greater than 12 months. Leases with a term of 12 months or less will continue to be accounted for in a manner similar to pre-existing guidance for operating leases. Management was required to adopt the guidance of ASC 842 as of July 1, 2022.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In connection with the adoption of ASC 842, the Organization utilized the transition practical expedients allowing no reassessment of lease classification, whether the contracts contain a lease, and initial direct costs. As more fully disclosed in Note 10, as of July 1, 2022, \$10,708,718 in operating right-of-use-assets and corresponding lease liabilities were recognized in the accompanying financial statements.

In September 2020, The FASB issued ASU 2020-07, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 increases the transparency of contributed nonfinancial assets for not-for-profit entities through enhancements to presentation and disclosure but does not change the recognition or measurement requirements for those assets. The ASU became effective for the fiscal periods beginning after June 15, 2021 and management was required to adopt ASU 2020-07 as of and for the fiscal year ending June 30, 2022

Net Assets

The financial statements report net assets and changes in net assets in two classes that are based upon the existence or nonexistence of restrictions on use that are placed by its donors. The two classes of net assets are as follows:

Net Assets Without Donor Restrictions – Net assets without donor restrictions are resources available to support the Organization’s operations. The only limits on the use of these net assets, if any, are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Support that is restricted by a donor is reported as an increase in net assets without donor restrictions if the restriction expires in the period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction.

Net Assets With Donor Restrictions – Net assets with donor restrictions are resources that are restricted by a donor for use for a specified purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor’s instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature and the Organization must continue to use these resources in accordance with donor’s restrictions.

The Organization’s unspent contributions are included in this class if the donor has limited their use. When a donor’s restriction is satisfied, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**Classification of Transactions**

All revenues are reported as increases in net assets without donor restrictions in the statement of activities unless the donor specified the use of the related resource for a specified purpose or for a future period. All expenses are reported as decreases in net assets without donor restrictions.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash, Cash Equivalents and Concentration of Credit Risk

For purposes of the statement of cash flows, Think Together considers all cash and other highly liquid investments with maturities of three months or less to be cash equivalents. Think Together maintains its cash with commercial banks which at times may exceed the Federal Deposit Insurance Corporation (FDIC) insured limits. Think Together believes these funds are all maintained in high quality financial institutions which limits its risk. Think Together has not incurred losses related to carrying cash balances in excess of the FDIC insurance limits.

Goodwill and Intangible Assets

The Organization capitalizes the fair value of intangible assets acquired at the cost of acquisition. Intangible assets are evaluated to determine their useful life and are amortized over their useful life on a straight line basis. In addition, intangible assets are evaluated for impairment when a triggering event occurs or other events arise.

The Organization has adopted the accounting alternative for the subsequent measurement of goodwill provided in FASB ASC 350-20, *Accounting for Goodwill*. Under this accounting alternative, the Organization amortizes goodwill on a straight-line basis over a 10 year useful life but also evaluates goodwill for impairment at the entity level when a triggering event occurs. During the years ended June 30, 2023 and 2022, no triggering events occurred requiring impairment testing and no impairment loss was recorded.

Investments

Investments are included in the accompanying statement of financial position at estimated fair value as described in Note 2. Realized and unrealized gains and losses are recognized annually in the statement of activities in other income.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition and Promises to Give

The primary source for Think Together's revenue is derived from service contracts with school districts. As required under ASC 606, *Revenue Recognition from Contracts with Customers*, income from these school district contracts is recognized ratably over the related contract term.

In addition, the Organization receives public support in the form of contributions from individuals, corporations, foundations and government grants. In accordance with ASU 2018-08, *Not-for-Profit Entities – Revenue Recognition (Subtopic 958-605)*, Think Together is first required to determine whether a contribution is conditional or unconditional. An unconditional contribution is recognized immediately and classified as either net assets without donor restrictions or net assets with donor restrictions. Conditional promises to give are not recognized until all conditions are substantially met and all barriers to entitlement are overcome, at which point the contribution is recognized as unconditional.

Allowance for Doubtful Accounts

Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. Think Together provides for losses on accounts receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the collectability of the various accounts receivables. The provision for doubtful accounts for the years ended June 30, 2023 and 2022 was \$100,000.

Property and Equipment

Think Together follows the practice of capitalizing all material expenditures for property and equipment, which are carried at cost. Donated property is capitalized at its estimated fair market value at the time of donation.

Depreciation is recorded on the straight-line basis over the estimated useful life as follows:

Building	30 years
Building and leasehold improvements	4 - 10 years
Office, furniture and equipment	3 - 7 years

Long-lived assets held and used by Think Together are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed. Management does not believe there to be an impairment of long-lived assets as of June 30, 2023 and 2022.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

Think Together is exempt from federal income taxes under the 501(c)(3) provisions of the Internal Revenue Code and is exempt from the state franchise tax under Section 23701(d) of the California Revenue and Taxation code. No provision for income tax liability is therefore required.

Deferred Revenue and Rental Obligations

Funds received in advance of program services or activities to be performed or delivered in future periods are recorded as deferred revenue in the accompanying statement of financial position. Revenues relating to such advance payments are recognized as the required services or activities are performed and the related exchange transaction is completed. The Organization enters into non-cancelable operating leases for office space. Prior to the adoption of ASC 842, rent expense for leases having rent holidays, landlord incentives or scheduled rent increases were recorded on a straight-line basis over the lease term, generally beginning with the lease commencement date. Differences between straight-line expense and actual rent payments through June 30, 2022 were recorded in deferred rental obligations as an adjustment to rent expense over the lease term. As described in Note 10, the previous accounting for deferred rental obligations was discontinued effective July 1, 2022 in connection with the capitalization of the right-of-use assets and related lease obligations.

Deferred revenue and rental obligations consist of the following:

	2023		2022	
	Current Portion	Long Term Portion	Current Portion	Long Term Portion
Deferred revenue	\$ 4,157,020	\$ -	\$ 6,004,184	\$ -
Security deposits	-	19,657	-	19,657
Deferred rent	-	-	66,652	330,210
Total	<u>\$ 4,157,020</u>	<u>\$ 19,657</u>	<u>\$ 6,070,836</u>	<u>\$ 349,867</u>

Donated Materials, Facilities and Services

Donated materials have been included in the accompanying financial statements where estimates of market value were available to measure the value of such materials. There were \$110,228 and \$171,791 in donated materials during the years ended June 30, 2023 and 2022, respectively. In addition, the Organization received \$56,853 in donated marketable securities during the year ended June 30, 2023. Contributed facilities are reported as public support income and rental expense based on the estimated usage value of the premises. The organization recognized \$42,096 in contributed facilities during the year ended June 30, 2023 and \$50,283 during the year ended June 30, 2022.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**Donated Materials, Facilities and Services (continued)**

Donated services are recognized when a nonfinancial asset is created or specialized skills are required and the organization would otherwise need to purchase the services. Donated services for the years ended June 30, 2023 and 2022 were \$1,601,669 and \$78,000, respectively. In addition, a substantial number of volunteers have donated 2,553 hours and 11,476 hours of their time to Think Together during the years ended June 30, 2023 and 2022, respectively. The value of this time and related expense has not been included in the accompanying financial statements.

Functional Allocation of Expenses

The costs of providing programs and services have been summarized on a functional basis in the statement of activities and statement of functional expenses. Expenses that can be identified with a specific program or service are charged directly to that program or service. Oversight costs common to multiple programs have been allocated among various programs benefited using a reasonable allocation method that is consistently applied based on a percentage of contract revenue method.

General and administrative expenses include costs that are not directly identifiable with or relate directly to the oversight of any specific program, but which provide for the overall support and direction of the Organization. Such costs include the finance and administrative functions and liability insurance costs for the organization. Fundraising expenses are expensed as incurred and are charged to the respective fundraising cost center. When the Organization incurs shared costs that are both fundraising and general and administrative, the costs are allocated based on the methods described above.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising expense for the year ended June 30, 2023 and 2022 was \$159,216 and \$143,942, respectively.

NOTE 2: INVESTMENTS AND FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 2: INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

The three levels of the fair value hierarchy under Topic 820 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Plan can access at measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Inputs that are unobservable inputs for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value.

Investments in marketable securities: Consist of mutual funds that are registered with the Securities Exchange Commission. Mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their net asset value (NAV) and to transact at that price. The fair value measurements and levels within the fair value hierarchy of those measurements for the assets reported at fair value on a recurring basis at June 30, 2023 and 2022 are as follows:

	<u>Assets at Fair Value 2023</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments in marketable securities	\$1,645,140	\$ -	\$ -	\$1,645,140
Total investments at fair value	<u>\$1,645,140</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$1,645,140</u>

	<u>Assets at Fair Value 2022</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments in marketable securities	\$1,150,305	\$ -	\$ -	\$1,150,305
Total investments at fair value	<u>\$1,150,305</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$1,150,305</u>

Net realized and unrealized gains totaling \$227,996 and net realized and unrealized losses totaling \$98,777 are included in other income (loss) in the accompanying statement of activities for the years ended June 30, 2023 and 2022, respectively.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 3: PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2023 and 2022 consists of the following:

	<u>2023</u>	<u>2022</u>
Land	\$ 5,603,245	\$ 5,603,245
Building	1,534,589	1,534,589
Building improvements	2,934,411	2,863,692
Office, furniture and equipment	1,257,288	1,696,028
Leasehold and tenant improvements	<u>618,372</u>	<u>433,332</u>
	11,947,905	12,130,886
Less: accumulated depreciation	<u>(3,792,875)</u>	<u>(3,665,966)</u>
Total property and equipment	<u>\$ 8,155,030</u>	<u>\$ 8,464,920</u>

NOTE 4: OTHER ASSETS

Other assets consist of the following:

	<u>2023</u>	<u>2022</u>
Deposits and other	\$ 203,860	\$ 272,151
Intangible assets	<u>1,992,319</u>	<u>2,302,641</u>
Total other assets	<u>\$ 2,196,179</u>	<u>\$ 2,574,792</u>

NOTE 5: GOODWILL AND INTANGIBLE ASSETS

Goodwill

In July 2013, Think Together acquired an asset of Bay Area After School All Stars, a San Jose based out of school provider, for a cost of \$420,000 which exceeded the value of the net tangible asset received by \$350,000 and recorded the excess as goodwill.

Effective October 25, 2019, in connection with the acquisition of certain assigned net assets and related business activity of an unrelated nonprofit organization, Think Together assumed 21st Century Community Learning Center (21st CCLC) grants from the California Department of Education (CDE) totaling approximately \$9,500,000 annually. The costs and expenses in excess of the net assets acquired in the amount of \$400,000 in connection with this acquisition were recorded as goodwill in the accompanying financial statements.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 5: GOODWILL AND INTANGIBLE ASSETS (continued)

Intellectual Property

In exchange for the sale of Think Together's 41% interest in Orenda Education, a California benefit corporation, the Organization recorded the acquisition of intellectual property for \$1,647,251 on June 1, 2022. The valuation of the intangible asset was based on the value of the 41% interest in Orenda Education. The Organization has determined that the intellectual property has a finite life and will be amortized based on fair value and the useful life of these assets in accordance with FASB ASC 350, *Intangible – Goodwill and Other*. The intellectual property will be amortized over a 7 year period, which matches the life of the related services agreement with Orenda Education.

Intangible assets consists of the following at June 30, 2023 and 2022:

	2023	2022
Goodwill	\$ 750,000	\$ 750,000
Intellectual property	1,647,251	1,647,251
Less: accumulated amortization	(404,932)	(94,610)
Net intangible assets	<u>\$ 1,992,319</u>	<u>\$ 2,302,641</u>

Amortization expense for the years ended June 30, 2023 and 2022 was \$310,322 and \$94,610, respectively. Estimated amortization expense for the intellectual property for each of the ensuing years through June 30, 2027 is \$310,322 for each year.

NOTE 6: CONCENTRATION OF SCHOOL DISTRICT CONTRACT REVENUE AND RECEIVABLES

Think Together serves as a subcontractor to school districts where it provides a variety of program services. For the year ended June 30, 2023, school district contracts comprised 97% of Think Together's operating revenue. Under these subcontractor arrangements, school districts act as the Lead Education Agency (LEA), or fiscal agent, and have been awarded grant funding by either the California Department of Education (CDE) or the U.S. Department of Education to provide program services. Partnering school districts have in turn contracted Think Together to provide the comprehensive delivery and administrative oversight of the funded programs.

Contracted program services provided by Think Together have three primary sources of funding: 1) Local School District Discretionary Funding Sources, 2) Federal funding through the 21st Century Community Learning Centers program (administered by the CDE), and 3) California Department of Education (CDE) grant funding for after school programming funded by Proposition 49.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 6: CONCENTRATION OF SCHOOL DISTRICT CONTRACT REVENUE AND RECEIVABLES (continued)

For Think Together, 53% of its operating revenue (55% of total school district revenue) relates to Local School District Discretionary Funding Sources, 32% of its operating revenue (33% of total school district contract revenue) relates to CDE Proposition 49 grant funding; and 12% of its total operating revenue (13% of total school district contract revenue) relates to U.S. Department of Education 21st Century Community Centers funding.

For the fiscal years ending June 30, 2023 and 2022, school district contract revenue for Think Together was comprised of the following sources of State and Federal grant funding:

	<u>2023</u>	<u>2022</u>
Local School District Discretionary Funding Sources (LCFF)	\$ 88,688,629	\$ 23,175,061
California Department of Education (CDE) –Proposition 49 After School Education and Safety Act (ASES)	53,142,137	51,677,855
U.S. Department of Education - 21 st Century Community Learning Centers (21 st CCLC) (administered by the CDE)	<u>20,641,267</u>	<u>17,661,645</u>
Total	<u>\$162,472,033</u>	<u>\$ 92,514,561</u>

NOTE 7: LIQUIDITY AND AVAILABILITY

Financial assets without donor or other restrictions limiting their use within one year of June 30, 2023, which are available for general expenditures are as follows:

Financial assets:	
Cash and cash equivalents	\$ 227,871
Investments	1,645,140
Accounts receivable, net	<u>30,894,829</u>
Total financial assets	<u>32,767,840</u>
Less financial assets held to meet donor-imposed restrictions:	
Donor-restricted net assets	<u>(273,987)</u>
Amount available for general expenditures within one year	<u>\$ 32,493,853</u>

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 7: LIQUIDITY AND AVAILABILITY (continued)

Based on the table, the Organization has \$32,493,853 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due. The account receivables are subject to implied time restrictions but are expected to be collected within one year. As disclosed in Note 8, the Organization has a line of credit available which it could draw upon in the event of an unanticipated liquidity need.

NOTE 8: LINE OF CREDIT

Think Together has a line of credit with Comerica Bank that provides for borrowings up to \$30,000,000 to fund operations. Borrowings on this line of credit are permitted based on outstanding accounts receivable balances and are collateralized by a Deed of Trust that creates a lien on the security interest in the headquarters of Think Together located in Santa Ana, CA, receivables and other organization assets.

The credit line bears interest on the outstanding balance based on the Bloomberg Short-Term Bank Yield rate (BSBY) plus 2.75% and has a maturity date of December 1, 2024. The line of credit has no outstanding balance as of June 30, 2023 and 2022. Under the terms of the line of credit agreement, Think Together is required to meet and maintain certain financial covenants. As of the date of this report and for the fiscal years ended June 30, 2023 and 2022, Think Together was in compliance with these covenants.

NOTE 9: LONG-TERM DEBT

In October 28, 2010, Think Together obtained a five year loan in the amount of \$2,000,000 from St. Joseph Health System to provide working capital needs related to the Organization and to satisfy the requirements for the bank's line of credit as mentioned in Note 8. This loan is subordinate to Comerica Bank's line of credit.

Starting in December 2010, payments were due and payable in 60 consecutive monthly installments of principal and interest in the amount of \$9,839 per month with an interest rate of 2.17% per annum. In November 2015, St. Joseph Health System agreed to extend the loan for an additional 60 months with a maturity date of November 30, 2020. On June 4, 2018, St. Joseph Health System assigned and transferred the loan and all of its rights to Providence St. Joseph Health Investment Trust. Then in November 2020, the loan was extended once again for an additional 60 months with a new maturity date of November 30, 2025.

The interest rate was adjusted to 2% per annum with monthly installments of principal and interest of \$10,000 with a final balloon payment due on the maturity date. The outstanding loan balance as of June 30, 2023 and 2022 was \$1,004,846 and \$1,103,676, respectively.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 9: LONG-TERM DEBT (continued)

On January 31, 2008, Think Together financed the acquisition of a 4-unit apartment building under the terms of a \$595,000 note and deed of trust payable, secured by the property. On February 22, 2018, the note was refinanced in the amount of \$357,000. The new note is payable in monthly installments of \$1,190 plus interest and will be due on March 1, 2028. Interest on this note is payable monthly at the elected LIBOR-based rate, which resulted in a weighted average rate of 7.16% at June 30, 2023. The outstanding balance of this note was \$283,220 and \$297,500 at June 30, 2023 and 2022, respectively.

The purchase of the second Shalimar building was financed on May 7, 2019 under the terms of a \$1,120,000 ten year note and deed of trust payable, secured by the property. The note is payable in monthly installments of principal and interest beginning June 1, 2019 with the final payment due on May 7, 2029. Monthly interest on the note is calculated using a monthly LIBOR-based rate which was 7.16% as of June 30, 2023. The outstanding balance as of June 30, 2023 and 2022 was \$968,418 and \$1,008,901, respectively.

Maturities of long-term debt are as follows:

<u>Year ended June 30,</u>	
2024	\$ 157,442
2025	161,417
2026	861,752
2027	62,711
2028	276,751
Thereafter	<u>736,411</u>
Total	<u>\$ 2,256,484</u>

NOTE 10: LEASES

The Company adopted ASU 2016-02, *Leases (Topic 842)* ("ASC 842") on July 1, 2022 on a modified retrospective basis. As a result, the Company's lease disclosures for the year ended June 30, 2023 are reported under ASC 842. Comparative financial information for the year ended June 30, 2022 has not been restated and continues to be reported under ASC 840, the lease accounting standard in effect for that period. Lease liabilities are recognized at the present value of the fixed lease payments using the risk free rate at the date of the lease inception. Lease assets are recognized based on the initial present value of the fixed lease payments, reduced by landlord incentives, plus any direct costs from executing leases, except for unamortized lease commissions, reported in other assets.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 10: LEASES (continued)

Think Together has various leases for its facilities. The lease agreements having an original term of more than one year expire on various dates through April 2030.

Supplemental statement of financial position information as of June 30, 2023 related to the operating leases are as follows:

Assets:

Operating lease right-of-use assets (ROU)	
Buildings	\$ 7,489,214
Equipment	3,219,504
	<u>10,708,718</u>
Less: accumulated amortization	<u>(1,887,220)</u>
Total operating right-of-use assets	<u>\$ 8,821,498</u>

Liabilities:

Current operating lease obligations	\$ 2,066,569
Long-term operating lease obligations	7,388,212
Total lease liabilities	<u>\$ 9,454,781</u>

Supplemental statement of activities information as of June 30, 2023 related to the operating leases are as follows:

Fixed rent expense	\$ 2,285,112
Indirect variable cost	27,246
Total rent expense	<u>\$ 2,312,358</u>

The following table presents cash flow information and the weighted average lease term and discount rate for operating leases:

Operating cash used for operating leases	\$ 1,907,487
Weighted average remaining lease term	5.01 years
Weighted average discount rate	2.88%

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 10: LEASES (continued)

Minimum lease obligations for these facilities are as follows:

<u>Year ended June 30,</u>	<u>Base Rent</u>
2024	\$ 2,310,242
2025	1,992,504
2026	1,895,117
2027	1,831,806
2028	1,132,787
Thereafter	<u>1,020,184</u>
Total	<u>\$ 10,182,640</u>

Rent expense was \$1,947,145 for the year ended June 30, 2022.

NOTE 11: DONATED MATERIALS, SERVICES AND FACILITIES

Donated materials, services and facilities are reported as in-kind contributions in the accompanying statement of activities and include the following donations:

Category	Type of Donation	Valuation	<u>Amount</u>	
			June 30, 2023	June 30, 2022
Donated Materials	Computers from Broadcom	Market value for similar products.	\$ 110,228	\$ 171,791
Donated Facilities	Program space – rent subsidy	Comparable rents obtained from local property	42,096	50,283
Donated Services	BCG finance department analysis	Going rate for billable hours for related services	1,601,669	-
Donated Services	Americorps	Going rate for related services	-	78,000
Total			<u>\$ 1,753,993</u>	<u>\$ 300,074</u>

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 15: SUBSEQUENT EVENTS

Subsequent to June 30, 2023, Think Together received a letter from the California Department of Education (CDE) regarding a 21st Century Community Learning Centers (CCLC) Program Grants Performance Audit report issued in July 2023 by the California Department of Finance (CDOF). This performance audit covered the period from October 25, 2019 through December 31, 2021. The contents of the letter from the CDE, dated October 16, 2023, placed the CCLC grant awards administered by Think Together on High Risk Status and included a request for repayment of \$2,277,593 related to disputed expenses. The expense related to resolve this dispute was recorded in the June 30, 2023 financials as dispute resolution in the accompanying Statement of Functional Expenses. Think Together is cooperating with the CDE and participating in The Cooperative Audit Resolution and Oversight Initiation to remediate the findings of the CDOF.

Think Together

NOTES TO THE FINANCIAL STATEMENTS (Continued)

June 30, 2023 and 2022

NOTE 12: NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions at June 30, 2023 and 2022 consist of the following and were restricted for the following purposes:

	<u>2023</u>	<u>2022</u>
Think Together Scholarship Fund	\$ 273,987	\$ 287,287
	<u>\$ 273,987</u>	<u>\$ 287,287</u>

NOTE 13: RELATED PARTY TRANSACTIONS

During the first half of the year ended June 30, 2023 and the previous fiscal year, the wife of the CEO was employed as its Senior Director Risk Management. After ending her employment, she continued to provide consulting services 1 day a week. In other ongoing related party arrangements, a daughter of the CEO is employed as a Marketing & Communications Specialist, another daughter of the CEO is employed as a Production Assistant and a software company owned by one of Think Together's board members has been contracted to provide on-line parent outreach services.

A Board member is a managing director at Boston Consulting Group, which provided services for Think Together in the form of consulting for the Accounting and Finance and Information Technology departments. The consulting services for the Accounting and Finance department were provided pro bono (as disclosed in Note 11), while the consulting services to the Information Technology department were provided at a 75% discount.

Think Together pays a subscription to Voter Circle, operated by one of the Board members.

A Board member and Think Together alumni provided architectural services to help the Organization entitle its home office campus for potential redevelopment as multi-family housing. These services were provided through the Board member's firm, Architects Orange, and were provided at a 50% discount.

The Board of Directors has approved each transaction in advance applying the tests of fairness and benefit to the Organization in accordance with regulatory requirements.

NOTE 14: LITIGATION

The Organization is involved in litigation in the normal course of its operations which management believes are adequately covered by insurance or accruals.



Think Together
Single Audit Report on Federal Awards
Year Ended June 30, 2023

Stephens, Reidinger & Beller LLP
Certified Public Accountants

1301 Dove St., Suite 890
Newport Beach, CA 92660
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Facsimile 949 752 1883
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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Think Together

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Think Together (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023 and 2022, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated December 1, 2023.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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



Newport Beach, California
December 1, 2023

Stephens, Reidinger & Beller LLP
Certified Public Accountants

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

To the Board of Directors
Think Together

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Think Together's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Think Together's major federal programs for the years ended June 30, 2023 and 2022. Think Together's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Think Together complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the years ended June 30, 2023 and 2022.

Basis for Opinion on Each Major Federal Program

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

We are required to be independent of Think Together and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Think Together's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

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

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

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

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

Report on Internal Control Over Compliance

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

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

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

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

Stephen, Reidinger + Beller LLP

Newport Beach, California
December 1, 2023

Think Together

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For Fiscal Year Ended June 30, 2023

Name of Agency or Department	Name of Program	CFDA No.	Name of Pass-through Entity	Identifying Number	Awards Expended
U.S. Department of Education	21st Century Community Learning Centers Program	84.287	California Department of Education	22-14349-67819-3A	\$ 243,495
				22-14349-64279-3A	134,015
				22-14349-64279-2A	409,816
				22-14535-64279-2A	483,550
				22-14535-64295-2A	229,050
				22-14535-73437-2A	967,100
				22-14765-64279-3A	23,750
				22-15651-67090-0A	187,516
				22-14349-64774-1A	1,680,472
				22-14349-21860-0A	43,494
				22-14349-65037-2A	142,535
				22-14349-64816-2A	1,052,406
				22-14535-67082-2A	483,550
				22-14603-67082-2A	23,750
				22-14349-67173-3A	468,130
				22-14535-67173-3A	240,146
				22-14535-67207-2A	407,200
				22-14603-67207-2A	20,000
				22-14349-67686-2A	654,726
				22-14535-67850-2A	241,775
				22-14349-Z4150-3A	1,423,023
				22-14535-Z4150-1Y	1,899,650
				22-14535-Z4150-3A	436,284
				22-14535-Z4150-2Y	1,687,449
				22-25632-Z4150-1Y	3,552,970
				22-14765-Z4150-1Y	193,273
				22-14349-Z4150-2Y	1,280,389
				22-14765-Z4150-2Y	53,256
				22-14765-Z4150-3A	25,000
				22-14603-Z4150-2Y	32,905
				22-14603-Z4150-1Y	156,086
				22-14603-Z4150-0Y	17,305
				22-25632-C0016-1Y	595,945
				22-14765-C0016-1Y	46,921
				22-14535-C0016-1Y	304,091
				22-14603-C0016-1Y	38,552
				22-14349-Z0280-2Y	728,983
				22-14765-Z0280-2Y	32,709
					<u>20,641,267</u>
	Education Innovation and Research	84.411C	Think Together	S411C210113	<u>627,017</u>
Total U.S. Department of Education					<u>21,268,284</u>
U.S. Department of Health and Human Services	Child Care and Development Block Grant	93.575	Think Together	CCTR-2365	<u>736,418</u>
				Total Expenditures of Federal Awards	<u>\$ 22,004,702</u>

Think Together

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

June 30, 2023

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Think Together under programs of the federal government for the year ended June 30, 2023. For purposes of the schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by Think Together from non-federal organizations. The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Think Together, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Think Together.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF FEDERAL AWARDS**Scope of Presentation**

The accompanying schedule presents expenses incurred by Think Together that are reimbursable under federal programs of federal financial assistance.

Basis of Accounting

The expenses included in the accompanying schedule were reported on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP). Such expenditures are recognized following the cost principles contained in Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited for reimbursement.

Subrecipient Expenses

There were no payments made to subrecipients for the year ended June 30, 2023.

Indirect Cost Rate

Think Together has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

Think Together

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

June 30, 2023

PRIOR PERIOD AUDIT REPORT

There were no audit findings in the previous year.

Think Together

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

June 30, 2023

SUMMARY OF AUDITORS' RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Think Together were prepared in accordance with GAAP.
2. There were no material weaknesses in internal control nor were there any significant deficiencies based upon our audit of the financial statements of the auditee.
3. No instances of noncompliance material to the financial statements of Think Together, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. There were no material weaknesses nor were there any significant deficiencies in internal control over major programs of the auditee.
5. The auditor's report on compliance for the major federal award programs of Think Together expresses an unmodified opinion on the major federal program.
6. There are no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The program tested as a major program was the 21st Century Community Learning Centers Program, which is pass-through assistance from the U.S. Department of Education, CFDA # 84.287.
8. The threshold used for distinguishing between Type A and Type B programs was \$750,000.
9. Think Together was determined to be a low risk auditee.

FINDINGS RELATED TO THE FINANCIAL STATEMENTS WHICH ARE REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS

There were no auditors' findings required to be reported in accordance with Generally Accepted Government Auditing Standards.

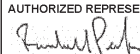
FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

There were no auditors' findings or questioned costs to be reported in accordance with 2 CFR Section 200.516(a).

Documents demonstrating fulfillment of min Proposals

Document Title	Location
Expanded learning program schedule with activity summary	Page 14 & 98
Sample budget pertaining to the program schedule & activity summary	Page 16
Current Profit and Loss Statement from 2022 or 23	Page 18
Copy of 2023 990 Tax Form	Page 19
Copy of Monitoring Reports	Page 21
Organizational chart of agency – supports administratively and program	Page 22
Organization’s 501(c)(3)	Page 23
Bank Statements for Operating Cash Reserves	Page 25
Job descriptions – Site Coord. & Program Instructor roles	Page 32
IRS Letter for Tax Exempt Status	Page 39
Active status proof & Calif. Secretary State Board roster and minutes	Page 40
Signed letter of agreement	Page 5
Audited financial statements	Page 55
Letter of reference	Page 100
Demonstrated fulfillment of minimum proposals	Page 92 (this page)
Certificate of current insurance	Page 93

Workers compensation

ACORD		THINTOG-01	ATYE																																																								
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/9/2024																																																									
<p>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.</p> <p>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).</p>																																																											
PRODUCER HUB International Insurance Services (SOW) 8777 N Gainey Center Dr. Suite 100 Scottsdale, AZ 85258		CONTACT NAME: Ashley Tye PHONE (A/C, No, Ext): (480) 385-7385 FAX (A/C, No): (480) 946-3512 E-MAIL ADDRESS: ashley.tye@hubinternational.com																																																									
INSURED THINK Together, Inc. (a CA Non-Profit Corporation) 2101 E 4th St, Bldg A Santa Ana, CA 92705		INSURER(S) AFFORDING COVERAGE																																																									
		INSURER A : Great American Insurance Company NAIC # 16691																																																									
		INSURER B : Great American Alliance Insurance Company 26832																																																									
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<div style="display: flex; justify-content: space-between;"> <div>COVERAGES</div> <div>CERTIFICATE NUMBER:</div> <div>REVISION NUMBER:</div> </div> <p>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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL INSD</th> <th>SUBR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> X COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Abuse X Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> </td> <td></td> <td></td> <td>PAC5603740</td> <td>7/1/2024</td> <td>7/1/2025</td> <td> 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 \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 </td> </tr> <tr> <td>A</td> <td> X AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </td> <td></td> <td></td> <td>CAP0521523</td> <td>7/1/2024</td> <td>7/1/2025</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ </td> </tr> <tr> <td>B</td> <td> X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 </td> <td></td> <td></td> <td>UMB5603741</td> <td>7/1/2023</td> <td>7/15/2024</td> <td> EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Pr/Co Ops Aggr \$ 10,000,000 </td> </tr> <tr> <td></td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																																																											
CERTIFICATE HOLDER Proof of Insurance		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 																																																									

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: THINTOG-01

ATYE

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services (SOW)		NAMED INSURED THINK Together, Inc. (a CA Non-Profit Corporation) 2101 E 4th St, Bldg A Santa Ana, CA 92705	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Remarks:

Certificate Holder, Owner and all others as required by written contract are Additional Insured(s) on a Primary Non-Contributory basis including Waiver of Subrogation with respects to General Liability per attached endorsements. Commercial Auto Liability Additional Insured including Waiver of Subrogation applies per attached endorsements. Umbrella Liability is Excess over General Liability, Abuse/Molestation, Professional Liability, Auto Liability, and Workers Compensation.

APPLICABLE FORMS ATTACHED: CG8970 11/14, CA8518 06/09, & CA8620 05/16.

Carrier: Lloyds of London Syndicate 2623/623

Coverage: Cyber Liability

Policy #W35460240201

Policy Term: 7/1/24 - 7/1/25

Limit: \$5,000,000

Deductible: \$50,000

Abuse/Molestation

Liability limit is \$1,000,000 per occurrence/\$3,000,000 Aggregate.

\$10,000,000 Umbrella Liability Policy #UMB5603741 is Excess over Abuse/Molestation.

Boiler Plate Checklist

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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

A handwritten signature in blue ink, appearing to read 'Randy', is written over a faint, light blue rectangular box.

- 5.6. Maintain Clean, Safe and Secure Environment
- 5.7. Meeting Participation
- 5.8. Relationships
- 5.9. Licenses
- 6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
- 7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
- 8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASEP and 21st Century Grants
- 9. Ownership of Documents
- 10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
- 11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements



- 11.2.1. Tuberculosis Screening
- 11.2.2. Fingerprinting of Agents
- 11.2.3. Minimum Proposals
- 11.3. Removal of Staff
- 11.4. Conflict of Interest
- 11.5. Drug-Free/Smoke Free Policy
- 11.6. Non-Discrimination
- 12. Indemnification
- 13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
- 14. Litigation
- 15. Incorporation of Recitals and Exhibits
- 16. Counterparts
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 18. All exhibits, with required forms and timelines

A handwritten signature in blue ink, appearing to read "Randy", with a long horizontal line extending to the right.

Sample Program Schedule

Sample Weekly Schedule for ONE TK-2 Class, 3.5 hour program								
Time	Monday	Tuesday	Wednesday	Thursday	Friday			
2:00								
2:10								
2:20								
2:30	Snack and Program Opening (25 minutes, 5 min. transition to Physical Activity)							
2:40								
2:50								
3:00								
3:10	Physical Activity (45 minutes)							
3:20	Soccer for Success	CATCH (2 catch cards)	Soccer for Success	CATCH (2 catch cards)	Fulcrum Friday			
3:30								
3:40								
3:50	Bathroom and Transition to Academic Achievement							
4:00	Academic Achievement (60 minutes) 1. Calendar Math (15 min) 2. Learning Centers and SIPPS (35 min) 3. Circle time debrief/clean up (10 min)							
4:10								
4:20								
4:30								
4:40								
4:50	Enrichment (60 minutes) 1. Read Aloud/Mini-Lesson (15 min) 2. Enrichment Centers (35 min) 3. Circle time debrief/clean up (10 min)							
5:00								
5:10								
5:20								
5:30								
5:40	Dismissal							
5:50								
6:00	Sample Daily Schedule for ONE MS or 3-6 Class 3.5-hours (rotating with their team sports group)							
Time	Monday	Tuesday	Wednesday	Thursday	Friday			
2:00								
2:10								
2:20								
2:30	Snack and Opening (20 minutes)				Snack and Opening (30 min)			
2:40								
2:50								
3:00	Academic Achievement (60 min) 1. Smart Start (15 min) 2. Stations, Rotations and GPA Check-Ins (40 min) 3. Debrief (5 min)				Fulcrum Friday			
3:10								
3:20								
3:30								
3:40								
3:50	Enrichment (60 min)							
4:00								
4:10	MS Enrichment Unit A	MS Enrichment Unit B	MS Enrichment Unit A	MS Enrichment Unit B	MS Enrichment: Clubs (85 min)			
4:20								
4:30								
4:40								
4:50	Physical Activity: Team Sports (60 min)				Closing			
5:00								
5:10								
5:20								
5:30								
5:40								
5:50								
6:00								

		High School						
		Course	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
BEFORE SCHOOL	Academic	Course Name						
		Instructor (Location)						
		Academic support Mr. Naz (Library)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	
		Student Leadership Mrs. Adame (multicultural center)			8-8:30			
		Drivers Ed Ms. Michayla (cafeteria)			7-8:30		7-8:30	
	Enrichment	Teen Lounge Ms. Alondra (E-6)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	
		Sports Club Mr. Josh (Quad)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM	
		SWAG Dance Ms. Lindsey/Mr. Jason (L-4)	7:00 AM - 8:30 AM	7:00 AM - 8:30 AM			7:00 AM - 8:30 AM	
AFTER SCHOOL	Academic	Academic support Mr. Naz (Library)	4-5:15	4-5:15	4-5:15	4-5:15	4-5:15	
	Enrichment	Teen Lounge Ms. Alondra (E-6)	4-5:15	4-5:15	4-5:15	4-5:15	4-5:15	
		Creative Arts Mr. Josh (Cafeteria)		4-5:15		4-5:15		
		Photography Mr. Josh (quad)					4-5:15	

Program Elements

Think Together delivers core programs that include the following elements:

PROGRAM ELEMENT	ACTIVITIES INCLUDE
Academic Achievement	Daily Academic Skills Practice and Games Homework and Study Support Small Group Reinforcement of Key Skills Student Grade Check Ins and Progress Tracking (MS/HS)
Physical Activity	Movement and Physical Skill Building Team Building Team Sports and Sports Development Healthy Living and Wellness
Enrichment	Visual and Performing Arts Units of Study Science, Technology, Engineering and Math Units of Study Career Explorations and Personal Goal Setting Experiential Learning and Reflection

Letter of Reference

**ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT**

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

July 9, 2024

Dear Francisco Flores,

I am writing to highly recommend Think Together as an exceptional partner in providing expanded learning opportunities for students. As Assistant Superintendent at Alum Rock School District, I have had the privilege of collaborating with Think Together to enhance our students' educational experiences.

Think Together has consistently demonstrated a commitment to fostering academic achievement, social-emotional growth, and overall well-being in students. Their innovative programs, dedicated staff, and evidence-based approaches have made a significant impact on our school community.

In our partnership with Think Together, we have observed:

High-Quality Programs: Think Together designs and implements high-quality, research-driven programs that align with and complement our academic goals. Their focus on providing engaging and enriching activities has positively contributed to our students' learning experiences.

Dedicated and Qualified Staff: The Think Together team consists of highly qualified and dedicated professionals who prioritize the individual needs of students. Their commitment to creating a safe and inclusive learning environment is commendable.

Effective Communication and Collaboration: Think Together maintains open lines of communication, ensuring that their programs seamlessly integrate with each school's initiatives. Their collaborative approach has facilitated a smooth partnership that benefits both our students and staff.

Measurable Impact: We have observed positive outcomes in student attendance, academic performance, and overall student engagement as a result of Think Together's programs. Their commitment to ongoing assessment and improvement reflects their dedication to achieving measurable impact.

Based on our positive experiences, I wholeheartedly recommend Think Together as an expanded learning partner. Their expertise, professionalism, and commitment to student success make them an invaluable asset to any educational community.

If you have any questions or require further information, please feel free to contact me at sandra.garcia@arusd.org or (408)928-6590.

Thank you for considering Think Together as a partner in expanding learning opportunities for your students.

Sandra Garcia



Assistant Superintendent, Instructional Services
Alum Rock Union Elementary School District



END OF PROPOSAL



Randy Barth

Founder & Chief Executive Officer, Think Together

Executive Chairman, Orenda Education

P. 714.543.3807 X8122