

Board Office Use: Legislative File Info.	
File ID Number	24-1089
Introduction Date	5/22/24
Enactment Number	24-0952
Enactment Date	5/22/2024 os



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

Board Cover Memorandum

To Board of Education

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

Meeting Date May 22, 2024

Subject Services Agreement with Youth Employment Partnership

Ask of the Board

Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background

Vendor will provide 33 days of summer programming during Summer 2024, Mondays through Fridays, every school day from 8:30 a.m. to 5:30 p.m. at 2300 International Boulevard, Oakland.

The District's 21st Century Community Learning Centers (21st CCLC), ESSER, and Expanded Learning Opportunities Program grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, the District is contracting with community partners to provide daily academic support, enrichment, and physical activity services to OUSD students for 2-6 weeks over the summer. Summer providers will work in partnership with the District's After School and Summer Learning units to align summer program goals with District priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: 2300 International Boulevard, Oakland.

Term

Start Date: June 11, 2024
End Date: July 30, 2024

Not-To-Exceed Amount

\$60,469.20

Funding Source(s) Resource 3225 – Elementary and Secondary Schools Emergency Relief III Program in the amount of \$60,469.20

Competitively Bid Yes No
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal approval and may require a resolution):

District In-Kind Contributions District will provide space for programs as well as staff time monitoring program compliance.

Specific Outcomes As a result of these services, students will be able to continue to catch up on lost learning from recent years and be better positioned to begin next school year.

SPSA Alignment (required if using State or Federal Funds)

Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____

Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

Attachment(s)

- Services Agreement with Youth Employment Partnership
- Summer Program Plan
- Summer Budget
- RFP #22-129CSSS and Vendor Bid Materials

Waiver Attachments (if applicable)

Written confirmation of Commercial General Liability Insurance waiver

Written confirmation of Workers' Compensation Insurance waiver.

Written confirmation of Tuberculosis Screening wavier.

Written confirmation of Fingerprinting/Criminal Background Investigation waiver.

SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was

provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
 - b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**
 - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of

VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. 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.

14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;

- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. **Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review

subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.
24. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys'

- fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.
27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes 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 both PARTIES.
34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations


promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:


VENDOR

Name: Michele Clark Signature: 
Position: Executive Director Date: 4/19/2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Sondra Aguilera Signature: 
Position: Chief Academic Officer Date: 4/19/2024
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: 
Position: Superintendent Date: 5/23/2024

Template approved as to form by OUSD Legal Department.

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Youth Employment Partnership

1. **Services.** Describe the SERVICES VENDOR will provide: Contractor will provide nine hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the District Summer Learning and After School Programs Offices to ensure that students in need receive at least nine hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment and communicate regularly with families over the summer; fulfill District grant reporting requirements, including submission of summer attendance records; and maintain regular communication with District Summer Learning and After School Programs Offices to review progress on summer program goals for the Summer Learning Program at 2300 International Blvd. Providers will comply with 21st Century Community Learning Centers, ESSER, and Expanded Learning Opportunities Program grant requirements.

2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: June 11, 2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: July 30, 2024

3. **Compensation.**

a. The basis for payment to VENDOR shall be:

- Hourly Rate: _____ per hour
- Daily Rate: _____ per day
- Weekly Rate: _____ per week
- Monthly Rate: _____ per month
- Per Student Served Rate: \$30.54 per day per student served
- Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.
Not-To-Exceed Amount: \$60,469.20

13. **Legal Notices.**

OUSD

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

VENDOR

Name/Dept: Michele Clark, Executive Director
 Address: 2300 International Blvd.
 City, ST Zip: Oakland, CA 94601
 Phone: 510-533-3447
 Email: mclark@yep.org

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.

OUSD Expanded Learning Summer Program Plan Full Document - 2024

Section 1: Summer Program Snapshot							
Campus Site:	YEP 2024 Summer	Summer Principal:	Summer Leader Name	What model are you supporting?	Off-Site	Grades Served:	9-12
Lead Agency Name:	Youth Employment Partnership, Inc. (YEP)	Site Coordinator:	Ronnie Rose	Target Summer (ADA) Average Daily Attendance:	60	Student Start Date	6/11/2024
Official Summer Learning Program Name	YEP 2024 Summer					Student End Date	7/30/2024

Section 2: Lead Agency Assurances:	
	Please review and initial each item and sign below.
<input checked="" type="checkbox"/>	I understand that my agency's contracted summer funds are based on the above-average daily attendance target number. I understand that my program should strive for 85% of this attendance target by the end of the first week of the program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers and to support my student recruitment and retention plan for the remainder of the summer.
<input checked="" type="checkbox"/>	<input type="checkbox"/> I understand that I am required to input my actual attendance numbers into the attendance system daily during the summer program. I will cross-check signatures on my daily sign-in/out sheets with numbers inputted to ensure that the numbers match up and are accurately report my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.
<input checked="" type="checkbox"/>	<input type="checkbox"/> I understand that I am required to submit electronic copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30 th by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.
<input checked="" type="checkbox"/>	<input type="checkbox"/> I understand that OUSD's state and federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, as required by the California Department of Education, and will submit any summer programmatic or fiscal records to the OUSD Expanded Learning Office, as requested, for school district reporting and auditing purposes.
<input checked="" type="checkbox"/>	<input type="checkbox"/> I understand that the summer program supported by ELO-P must operate for 9 hours total daily. Your program hours will depend on your collaboration with the school. All students must be off-site by 5:30 pm. We also understand that this may shift due to current county health and safety guidelines.
<input checked="" type="checkbox"/>	<input type="checkbox"/> I understand OUSD Summer Programs are intended to be free programs for unduplicated students.
<input checked="" type="checkbox"/>	Name and Signature of Summer Lead Agency Director:

Section 3: Summer Calendar and Daily Schedule

a. Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration) by May 17th.

b. Please turn in a copy of your daily schedule detailing your full 9 hour program (Note: sites that are using the district led integrated model must include the morning academic program in the daily schedule you submit) by May 17th.

* Please note that all programs will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), throughout the 9 hour day.

* Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

- Summer recruitment begins mid-March and will extend through early June. YEP attends tabling events at various OUSD high schools. YEP receives referrals from partner agencies, social media, active outreach (e.g., flyers at area middle schools, community centers), and through word-of-mouth. Application for summer is posted on yep.org.
-YEP uses dyanmic programming, student stipends, and frequent counselor contacts to facilitate retention. When students are absent, YEP counselors will first attempt contact with student. If no response, they follow up with parents/guardians to ensure the message is passed on and work to support their attendance.

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

The date of my parent orientation is:

N/A - Offsite model

Section 5: Summer Staff Information (As much as is known at this time)

To promote continuity between OUSD after-school and summer programs and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).

Summer staff must meet the minimum staff qualifications according to the grant requirements:

Must pass fingerprint background clearance by DOJ and FBI

Must have TB clearance

Must have at least 2 years of college (48 semester units), or pass the Instructional Aide Exam administered by the Alameda County Office of Ed

You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.

Important Note: Summer program staff in integrated programs will be expected to attend 12 – 15 hours of OUSD summer line staff trainings.

The Summer Site Coordinator and summer program staff should be hired **no later than May 4th**

Site coordinator	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Ronnie Rose	rrose@yep.org	YEP	N/A
Program Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Brittney Curry	bcurry@yep.org	YEP	Math
Chidimma Ezeokoli	cezeokoli@yep.org	YEP	Counselor
English Teacher	TBD	YEP	English

Section 6: Facilities

Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30.

All summer facility requests must be completed by **March 17th**, through [Facilitron](#). Rooms not reserved by the 17th, may not be available for summer programming.

Indoors (specify room numbers and spaces name)

Outdoors

Room Number & Name of Space	# of students	Hours to be used		Room Number & Name of Space	# of students	Hours to be used
N/A Offsite						
N/A Offsite						
N/A Offsite						
N/A Offsite						
N/A Offsite						
N/A Offsite						

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

2300 International Blvd., Oakland, CA 94601

Signature of Summer Lead Agency Director

DocuSigned by:

Michele Clark

4/19/2024

Signature of Summer Hub Site Principal

A015E0175E4C42E

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2024

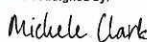
Site Name:	YEP 2024 Summer	Grant Funds for Lead Agency Lead Agency In-Kind Contributions	
Site #:	60		
Lead Agency	Youth Employment Partnership, Inc. (YEP)		
# of summer students (ADA)	60		
# of summer program days	33		
Total Grant Funds	60469.2		
TOTAL CONTRACTED FUNDS		60469.2	\$81,114.28

4310	Supplies (can be purchased by lead agency for summer supplemental programming)		
4310	Curriculum		
5829	Field Trips (fees, supplies)		
	Transportation		
	Entry fees for field trips		
	Snacks		
	Incentives (\$100 x 60 students + \$50/day x 20 days x 60 students + \$150 x 60 students - assuming 75% completion rate of all incentives).		
	75% leveraged funds	\$18,187.50	\$54,562.50
	Culminating Event supplies		
Total books and supplies		\$18,187.50	\$54,562.50

5825	Site Coordinator - Ronnie Rose (\$50/hr. x 100 hours). 100% leveraged funds	\$0.00	\$5,000.00
5825	2 Academic Instructors - To be Hired (avg. \$34/hr x 110.5 hours of teaching time + 54.5 prep hours x 14% benefits x 2 teachers)	\$12,790.00	\$0.00
5825	4 Vocational Trainers (educational enrichment) - Sean Garcia, Deppie Koppman, and 2 to be hired (avg. \$37 x 4 hours/day x 20 days x 4 trainers). 50% leveraged funds	\$11,840.00	\$11,840.00

5825	Enrichment Facilitators - youth interns to be hired (2 x 110.5 hours x \$18)	\$2,983.50	\$994.50
5825	Subcontractors (please list each specific subcontracting agency) 2 YEP Youth Development Counselors - Chidimma Ezeokoli, 1 To be hired (2 x 8 hours/day x 33 days x avg. \$26 hour). 50% leveraged funds	\$6,864.00	\$6,864.00
5825	Employee benefits (YEP Youth Counselors total @27% benefits). 25% leveraged funds	\$1,757.28	\$1,853.28
5825			
5825			
5825			
	Total services	\$36,234.78	\$26,551.78
	Total value of in-kind direct services	\$0.00	\$0.00
	Subtotals DIRECT SERVICE	\$54,422.28	\$81,114.28
	Allowable lead agency admin (at 10% of contracted funds or less)	\$6,046.92	
	Total budgeted per column	\$60,469.20	\$81,114.28
	BALANCE remaining to allocate	\$0.00	\$0.00

Lead Agency:

DocuSigned by:

 AD15E0175E4C42E

Date: 4/19/2024

Notes:

- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- 2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.



The Youth Employment Partnership, Inc.

Serving youth and young adults

December 9, 2022

Oakland Unified School District
Attn: Procurement Department
900 High Street, 2nd Floor
Oakland, CA 94601

To the Oakland Unified School District:

As the authorized representative for The Youth Employment Partnership, Inc. (YEP), I am writing this cover letter to formally acknowledge that YEP meets all qualifications and is equipped to perform all services described herein this proposal for *RFP No. 22-129CSSS: Expanded Learning for Summer Learning and Intersession*. YEP is a 501(c)(3) tax-exempt not-for-profit youth workforce development agency and, for 50 years, has delivered high-quality vocational and academic summer enrichment programs that have improved the employment and education outcomes for Oakland's low-income youth. YEP's age-appropriate, living classroom approach—in which youth engage in hands-on, paid projects in a selected career exploration path, supplemented with case management, basic skills classes, and professional development workshops—serves over 300 high school-aged teens every summer. These critical summer interventions give underserved young people the opportunity for continued learning, financial support, community building, physical activity, and professional development at a time of the year when they are highly vulnerable to disengagement and risky behaviors.

YEP employs an expert and experienced team of administrators, fiscal support staff, case managers, academic instructors and vocational trainers to provide effective, enriching learning experiences for Oakland youth of all backgrounds out of our 26,000 sq. ft. training facility in the lower San Antonio neighborhood. Such expert managerial capacity has led to national recognition and to our local reputation as one of the most successful youth workforce development agencies in the San Francisco Bay Area. YEP's commitment to providing excellent services and our proven capacity to efficiently deliver all contracted requirements positions us to be an exemplary provider of services for OUSD's Expanded Learning Program.

Sincerely,

A handwritten signature in blue ink that reads "Michele Clark".

Michele Clark
Executive Director



The Youth Employment Partnership, Inc.

Serving youth and young adults

February 26, 2024

Oakland Unified School District
Attn: Procurement Department
900 High Street, 2nd Floor
Oakland, CA 94601

To OUSD Procurement Department:

All Youth Employment Partnership, Inc. employees working under the Summer Expanded Learning Program, in partnership with the Oakland Unified School District Expanded Learning Office, will submit proof of the following:

- Fingerprint reviews by the California Department of Justice and Federal Bureau of Investigation
- Negative tuberculosis test screening
- Qualifications meeting OUSD Instructional Aide requirements (48 college units or Instructional Aid Certificate)
- First aid, concussion, and CPR certification

YEP will take measures to ensure all staff are in compliance, including contracting trainers for medical certifications or directing staff to necessary screening providers.

YEP will also ensure the following documentation is available to OUSD on demand:

- ATI Numbers, appearing on all invoices submitted to OUSD
- Proof of fingerprint and/or tuberculosis passage

Sincerely,

A handwritten signature in blue ink that reads "Michele Clark".

Michele Clark
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Glenda Rivas	
	PHONE (A/C No. Ext): 818.539.1217	FAX (A/C, No):
E-MAIL ADDRESS: Glenda_Rivas@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
License#: 0D69293 YOUTEMP-01	INSURER A: Nonprofits' Insurance Alliance of CA	10023
INSURED Youth Employment Partnership 2300 International Blvd., Oakland, CA 94601	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2145397706 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2023-14769	12/11/2023	12/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2023-14769	12/11/2023	12/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2023-14769-UMB	12/11/2023	12/11/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			2023-14769	12/11/2023	12/11/2024	Limit/Aggregate \$1M/\$2M
A	Improper Sexual Conduct And Physical Abuse			2023-14769	12/11/2023	12/11/2024	Occurrence/Aggregate \$1M/\$2M

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

Policy: Crime
 Policy Number: UC25366415.23
 Policy Dates- 9/18/2023-9/18/2024
 Carrier- Hiscox Insurance Company Inc.
 Employee theft- \$ 1,000,000, Deductible- \$10,000
 ERISA- \$ 1,000,000,
 Forgery or alteration- \$ 1,000,000, Deductible- \$10,000
 Computer fraud- \$ 1,000,000, Deductible- \$10,000
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Attn: Risk Management
 1011 Union St., 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

Melissa Cury

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Youth Employment Partnership 2300 International Blvd., Oakland, CA 94601	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

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

Fund transfer fraud - \$ 1,000,000, Deductible- \$10,000
 Cyber Deception- \$ 100,000, Deductible- \$10,000

Policy: Cyber Liability
 Policy Number: AB-6663745-01
 Policy Dates- 9/18/2023-9/18/2024
 Carrier- At-Bay Specialty Insurance Company
 Aggregate- \$1,000,000, Retention - \$5,000

Policy: Directors & Officers
 Policy Number: 107919817
 Policy Dates- 9/18/2023- 9/18/2024
 Carrier- Travelers Casualty Insurance Co of America
 Per claim- \$3,000,000, Aggregate- \$3,000,000

Policy: Employment Practices Liability
 Policy Number: 107919817
 Policy Dates- 9/18/2023- 9/18/2024
 Carrier- Travelers Casualty Insurance Co of America
 Limit- \$2,000,000, Aggregate- \$2,000,000, Retention- \$10,000.

Oakland Unified School District, directors, officers, employees, agents, and volunteers are named as additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Oakland Unified School District Attn: Risk Management 1011 Union St. Site 987 Oakland, CA 94607	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

* Submit proposals and all questions/inquiries to:

**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:
December 9, 2022**

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

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Submission Deadline & Process:

Bids must be received before **December 9, 2022 by 5:00 pm**

Provider to submit:

*** Email Proposal to procurement@ousd.org

Proposals shall be submitted as PDF attachment(s) and subject line of the email must state: **“Response to RFP No. 22-129CSSS”**

Bids received later than the designated time, and specified date will be returned to the proposer unopened. ***Facsimile (FAX) copies of the proposal will not be accepted.***

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.

B. RFP Schedule of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	November 4, 2022
Pre-Bid Conference:	November 18, 2022 @ 2:00 p.m. (Zoom link on Procurement Website)
Deadline for Questions:	November 29, 2022 @ 2:00 p.m.
Proposal/Bid Submitted to District:	December 9, 2022 @ 5:00 p.m.
Proposal/Bid Opening:	December 13, 2022 @ 3:15 p.m (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	December 17, 2022 - January 6, 2023
Final Award Notification of RFP:	January 17, 2023
Contract Start Date:	May 1, 2023

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

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

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

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 Dept. of Expanded Learning for organizations to submit their Proposals to be considered as an OUSD summer/ intersession provider for expanded learning programs, after which OUSD will determine which providers are qualified and award contracts based on that determination.

What is a Pre-Bid Conference? A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions.

C. Required Supporting Documentation

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. These documents do not count towards the 5-page limit for the RFP application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

- 1) Submission of sample(s) schedule of the summer model that youth development program organization wishes to offer. (Either a collaborative, independent or off-site community-based model schedule). Organizations can apply for eligibility to multiple models.
- 2) Program budget reflecting the program schedule (see Application Question 2 in Appendix II for details)
- 3) Job description for Site Coordinator and Program Instructor
- 4) Profit and loss statement and/or 990 tax form
- 5) Bank Statements to show proof of operating cash reserves
- 6) Letters of Reference (maximum of 3)
- 7) Statement of Qualifications
 - A. A Statement of Qualifications is a paragraph or two on the organization's letterhead that explains why they are qualified to provide this service.
- 8) Commercial General Liability Insurance Coverage via an ACORD sheet.
 - A. Address in the "Certificate Holder" section: Oakland Unified School District, Attn: Risk Management; 1000 Broadway, Suite 440, CA 94607
 - B. Policy Limits: 1,000,000 per occurrence / \$2,000,000 aggregate
 - C. Policy Endorsement that names OUSD as an additional Insured (from the Agent): this is a Separate document from above.
 - D. Must include coverage for Corporal Punishment
- 9) Agency Letter that states the following:
 - A. All of the employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandate reporting.
 - i. ATI Numbers will need to appear on all invoices submitted to OUSD
 - ii. Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.
 - B. Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - C. Designated staff supporting the intersession model must have first-aid, concussion, and CPR certified.

D. Introduction and Overview

***Any approved OUSD Expanded Learning Lead Agency that has a current MOU in place does not need to apply for this RFP. Your current MOU covers summer and intersession programming.**

The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested nonprofit organizations to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering, and operating effective, high-quality expanded learning summer programs. This RFP is specifically for organizations willing to provide summer learning and intersession programs (summer, weekends, school breaks).

Eligible providers will be committed to OUSD's strategic plan and shared citywide goals. Lead Agency partners will invest in providing expanded learning supplemental programs that complement the regular school day program and support the OUSD priorities for student achievement, health, and well-being. Oakland Unified School District's (OUSD) mission is to build a Full-Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers daily. Expanded Learning supports this mission while holding our values of equity, joy, and liberation for youth and adults with the express purpose of interrupting inequity, examining biases, and creating inclusive and just conditions for all students to achieve equally high outcomes.

Select Lead Agencies will commit to working in partnership with school sites and the OUSD Expanded Learning Office (ExLO). Through the RFP process, OUSD seeks organizations that demonstrate the capacity to work within the established OUSD model of school and community partnerships and various funding sources' parameters. Organizations must be fiscally sound with the capacity to leverage other resources to provide students with high-quality expanded learning programming: after-school and summer youth development experiences that complement and support school district and city priorities for student success and well-being. Community organizations that serve as a Summer Lead Agency are an integral part of our OUSD Full Service Community Schools and make an impactful contribution toward strengthening our district, expanded learning system, and community.

Goals of Summer Learning Programs:

Rich learning experiences and knowledge development that incorporates:

- Academic intervention to combat summer learning loss.
- Enrichment integration with sports, STEAM and other enrichment activities that allow for acceleration of skills, habits and mindsets.
- Culturally relevant youth development in service of promoting and maintaining joyful schools which builds a culture of affirmation, inclusion and belonging.
- Equity: Programs create opportunity and engagement with our high priority students and their families, including students with disabilities, English language learners, Foster Youth, unhoused youth, and newcomer students.

The Expanded Learning Office supports summer programming is founded in these local, and national data points:

- Under-resourced children often do not have the same opportunities to learn and participate in enriching activities during summer, which increases the opportunity gap.
- Utilization of summer learning programs leads to lower violence, higher physical and mental health, improved social skills, and a heightened sense of self.
- When school ends, some students and families struggle to get their basic needs met; summer programming provides meals for students and a safe space to thrive.
- Students can typically lose up to 2 months of reading progress and 2.6 months of math progress over the summer. High-quality Summer Learning programs can turn that potential for loss into an opportunity to accelerate learning.

Therefore, our expanded learning programs are essential for keeping Oakland youth safe, healthy, and academically sound. The added opportunity for enrichment programs not typically offered during the school days gives students a chance to flourish in multiple skill sets and find a way to engage their whole selves and attend to multiple intelligences. In this way, they are given another opportunity to be 'seen' outside of academics and access programs that are usually cost-prohibitive.

Eligible expanded learning youth development organizations will help all students develop strong social-emotional skills and a sense of agency, give them opportunities to try new things, take risks, and participate in diverse enrichment programming that reflects student interest and promotes joy, skill-building, and hands-on experience. In addition, celebrate youth's interests, passion, and culture while helping youth identify their strengths.

The 3 types of summer/intersession youth development programs that the Expanded Learning Office is hoping to solicit CBOs to apply for are (i) the program at the school site in conjunction with OUSD faculty, called the **collaborative model (CM)**, (ii) the **independent model (IM)** program also housed at an OUSD school site, (iii) and the **off-site community-based model (OCB)** which can be held at an acceptable community space that serves OUSD students.

Organizations can apply for multiple models but must demonstrate the capacity and history of providing the youth development program.

(i) The **Collaborative Model (CM)**. This model provides youth with five weeks of full-day summer programming within the requirement of offering 9 hours (Monday-Friday 8:30 am - 5:30 pm) and working directly with the approved OUSD administrative and teaching staff on their assigned site. Interested CBOs must provide programming 5-days a week with a focus on academic enrichment, physical activity, and other youth development enrichment activities that meets ASES and 21st CCLC activity components. Each CBO is required to

have a 20:1 ratio (except for TK/K, which is a 10:1 ratio).

The OUSD Expanded Learning Office will select which eligible CBOs will be a match for the school hub/students/community. *Note: The Expanded Learning Office does not guarantee organization placement to a school or number of school sites this decision will be based on the acceptance of the school administration and agency capacity.

(ii) The **independent model (IM)**. This model provides youth with up to five weeks of full-day summer programming within the context of the typical summer hours (Monday-Friday 8:30 am - 5:30 pm). The approved organization must offer a 9-hour program for each day of operation and provide appropriate staff to satisfy the 20:1 ratio (except for TK/K, which is 10:1 ratio).

(iii) The **Off-site Community-based model (OCB)**. This model provides youth with off-site full-day summer/intersession programming within the context of the summer hours (Monday-Friday 8:30 am - 5:30 pm). The approved organization must offer a 9-hour program for each day of operation and provide appropriate staff to satisfy the 20:1 ratio (except for TK/K, which is 10:1 ratio).

Collaborative Model:	Independent Model:	Off-site Community Based-Model:
5 weeks of programming	The lead agency fully staffs the program to allow for 9 hours of programming.	Agencies run programming at non-district facilities. This can include wilderness-based camps, city recreation centers, or other venues.
Co-creation of the daily schedule at least 3 lead agency staff members present in the morning for an enrichment block	Lead agency staff should have time to prep and have meal breaks	All staffing ratios, safety protocols, and attendance procedures must be adhered to.
All agency staff paid for an 8 hour day (to include prep and meal break)	District covers the cost of custodial staff, and the use of facilities	Providing breakfast, lunch and a snack that meet with the CDE requirements for nutrition.
OUSD certified teaching staff providing academic support in the morning supervised by an OUSD Administrator	District provides 3 meals to students (Breakfast, Lunch, and Snack)	
Inclusion of SPED Students and SPED Support Staff	If needed, the District provides Culture Keeper to support campus safety.	
Instructional Assistants/Tutors		
Recruitment/Enrollment/Registration led by OUSD		

Intersession-

Meeting the qualifications for this Request For Proposals and being accepted also qualifies your organization to run intersession programs during any break in regular school year calendar.* *Intersession is any period between two academic sessions or*

terms sometimes utilized for brief concentrated courses.

E. Funding

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

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. Expanded Learning Opportunity Program (ELO-P) CDE introduced ELO-P funding in 2021 to increase expanded learning opportunities for unduplicated students.

- 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.
- For summer learning and intersession models agencies will receive a rate of \$30.54/student/day for any program TK-12. This higher rate allows agencies to meet the requirement of a 9 hour day, create staggered staffing schedules, and have additional staff to meet the 10:1 TK/K staffing requirement, as well as to integrate with morning academic programs to add small group pull out and/or enrichment rotation.

F. Summer Learning/Intersession Program Operation:

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

In addition, in the spirit of OUSD's Full Service Community Schools vision, our approved expanded learning organizations partners work closely with schools and their principals

to develop specific programmatic goals to provide holistic support and equitable learning opportunities for students. As school-day teachers focus on providing high quality instruction in the classroom, youth development workers provide high quality expanded learning opportunities to students during the after school and outside of regular school hours when youth are most vulnerable to crime, violence, and risky behavior.

Below is an outline of operational requirements.

Please note that the below list of compliance requirements is not exhaustive. Lead Agencies are expected to know and comply with these and other district and state and federal requirements not listed here, including but not limited to state and federal laws and 12 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 IV. Please note this MOU is subject to change depending on District needs. Applicants are encouraged to review it for more program requirement specifics.

G. Base-line Expanded Learning Program Requirements

Approved Summer Lead Agency/ Intersession program organizations must have an organizational infrastructure to provide programs throughout the year. Therefore, interested organizations need to review and consider the list of expectations of each program model before applying.

Interested organizations must:

- be able to provide 9 hours of service daily.
- uphold the grant, district compliance, and program quality standards (e.g. attendance, safety training etc).
- implement sign in/out procedure.
- take attendance in the AERIES student data system.
- provide district snacks that comply with district protocol and federal requirements
- incorporate ASES and 21st CCLC physical activity component, academic enrichment and educational enrichment.
- Interested organizations must serve a 20:1 ratio, (students: staff), with 10:1 for K/TK classrooms.
- Will collaborate with the ExLO Office to identify the maximum number of students participating during school-based model or intercession model.
- provide school-based or intercession models and work with the ExLO Office to offer high-quality programs and meet district safety requirements or grant compliance to ensure continual funding.

PROGRAM EXPECTATIONS

- 85% Average Daily Attendance. Most successful sites over enroll in order to hit that mark.
- 20:1 Student/Teacher ratio (10:1 for TK/K classrooms)
- This is a full day program; students should attend at least 6 hours, and can elect to stay up to 9 hours for before/after care.
- Agencies will work with hub and feeder schools to support the recruitment process.
- Culminating Event: Student-led showcase of student learning for family, community, and district leaders to attend.
- Family Orientation: to be held before the program for families and students.

Program Days and Hours of Operation

- The traditional 5 week district summer program will run from June 5th - July 7th for Summer 2023.
- Expanded Learning Grant Funded programs must operate for 9 hours (i.e. 8:30 - 5:30). Direct service can be conducted by a combination of district teachers and lead agency staff. Students should attend for at least 6 hours, and families can opt in for up to 9 hours for before/after care.
- Programs should offer 5 weeks of programming.

OUSD Required Summer Program Components

Every student in the summer program must receive:

- Enrichment: At least 180 minutes daily for every student in the summer program.
- Physical Activity: Minimum of 30-60 minutes daily of moderate to rigorous physical activity for every student, in the form of cooperative games.
- Educational Field trip: All programs must offer at least one educational field trip for all students, connected to summer curriculum
- Community Building activities: daily for all students.
- Culminating Event: Family-friendly showcase of student work/demonstration

* OUSD will provide summer curriculum and professional development to support these required program components (detailed below).

STAFFING EXPECTATIONS

- Programs will maintain a 1:20 adult to student ratio. 1:10 ratio for Tk/k classrooms.
- All staff included in this ratio will meet the district's Instructional Aide

- requirement: staff must have a minimum of 2 years of college (48 semester units), or they must pass the Instructional Aide exam administered by the Alameda County Office of Education
- All staff must have TB clearance, and fingerprint clearance by both the Dept. of Justice and the FBI.
 - **Incident/Accident/Mandated Reporting.**
 - All lead agencies must file incident reports for any significant events or injuries during programming.
 - All lead agency employees are considered mandated reports for suspected cases of abuse and neglect pursuant to Penal Code section 11166.5
 - All sites will have a site coordinator on site all days of the program
 - Lead agencies will have a manager-level supervisor present during the program and actively supporting and supervising staff on site
 - Program leaders will work collaboratively with school leadership and summer school principal on summer program design; program outreach and enrollment; and coordination/alignment between district academic and enrichment program elements.
 - Line Staff and Site Coordinator will fully participate in summer trainings detailed in the lead agency google calendar.

SUMMER/INTERSESSION DELIVERABLES

- Complete summer program planning tool, budget, and comprehensive summer schedule; submit all requested contract documents in a timely manner by the March deadline.
- SUMMER: Submit two invoices: 50% of contract amount on June 30 to cover start-up costs, pre-summer trainings, material purchases, etc. Second invoice submitted after last day of summer program to reflect actual expenditures.
- INTERSESSION: Agencies will submit monthly invoices once contract begins.
- Maintain program documentation for 5 years for auditing purposes.
- Hire enough staff to maintain required student staff ratio based on enrollment numbers.

Attendance

- Attend AERIES training set up activities in AERIES according to directions
- Utilize required daily sign-in/out sheets; ensure that all attendance sheets are completely and accurately filled out, including sign in/out signatures and times, and early release codes
- Input all summer attendance data into AERIES daily

Program Close Out

- Submit end of program invoices
- Accurately complete fiscal expenditure report describing actual use

- of contracted funds
- Submit electronic copies of all summer attendance records (i.e. daily sign in sheets) to the OUSD After School Programs Office, along with a completed internal audit form
- Complete OUSD summer-end evaluation surveys
- Attend summer-end debrief with OUSD summer planning team in October

H. Staffing

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

Programs must operate with a minimum staff to student ratio of 1:20 or 1:15 for TK/K grade students. Unless otherwise advised due to the health and safety of the students. It is highly recommended that each expanded learning program have a Site Coordinator who is full-time and situated at the school site during the day. The California Education Code provides that "selection of the program site [coordinator] shall be subject to the approval of the school year site principal." The Lead Agency must notify school principals of any expanded learning staff changes.

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

I. Enrollment, Attendance, and Evaluation Documentation

Approved program organizations 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:** The approved summer organization must work under the umbrella of the OUSD Expanded learning office and track all student participation using Aeries.
- b. **Attendance:** Attendance must be tracked for all camps and must be turned into the Expanded Learning Office.

- c. **Evaluation:** The expanded learning team provides yearly evaluation of programs and works to get feedback from students, community, and partners.

J. Contract and Payments

Summer/Intersession youth program organizations that are approved through the process described in this RFP can enter a 1-year contract with OUSD. This RFP is valid for 3 years and has an extension phase of up to 5 years. Contracts with OUSD are valid on a yearly basis for up to a 5 years span. Please note that a contract can only be yearly or for a 3 year period, with the possibility of 2 more years on a year to year basis. They may not begin operating at a school site unless the District and agency have executed a contract on the District's template. Invoices are processed on a cost-reimbursement basis for actual expenditures incurred.

K. Guidelines for Charging Fees

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

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

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

L. RFP Process

Any summer/intersession youth program organization applying for the 2023 summer and/or intersession beyond must successfully complete the summer RFP process and earn *highly recommended* or *conditionally recommended* status, detailed below. Therefore, an organization that does not successfully complete the RFP process or does not earn a *highly recommended* or *conditionally recommended* status

will not be contracted with OUSD to serve in the summer or intersession organization role.

Summer/Intersession youth development organizations that submit an RFP by the deadline will be assessed based on their RFP responses. Applications that have the potential to earn the *highly recommended* or *conditionally recommended* status and require additional information may 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 three categories:

- 1) **Highly Recommended:** Organization has adequately demonstrated its capacity to serve in a summer organization role and fulfill *all* summer learning responsibilities outlined by OUSD and listed in Section III of this RFP and required document. This *highly recommended* status will be valid for up to 2023 - 2028 school years, depending on the organization's successful implementation of the agreed-upon scope of work.
- 2) **Conditionally Recommended:** Organization has adequately demonstrated its capacity to serve in this role and to fulfill *most, though not all*, of the responsibilities outlined by OUSD and listed in Section III of this RFP and required document. Organizations receiving this *conditionally recommended* status will be provided with specific feedback from the RFP Review Team on areas of responsibility where the organization has not adequately demonstrated effective capacity. This *conditionally recommended* status will be valid for up to one year. Within that year, the community organization will be asked to provide the OUSD EXLO with additional evidence of its ability to fulfill all youth development-based organization responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFP Review Team. At the end of this first conditional year, the community partner will be re-assessed by the OUSD EXLO team and re-categorized as *highly recommended*, *conditionally recommended*, or *not recommended*.
- 3) **Not Recommended:** Organization has not adequately demonstrated its capacity to serve in the summer/intersession organization role and to fulfill most of the responsibilities outlined by OUSD and listed in Section III of this RFP and required documents. Organizations receiving this *not recommended* status will not be included in the list of qualified organizations that will be shared with Principals and lead agencies. Organizations can appeal by following the instructions in the appeals process described in Appendix V.

OUSD will notify the Summer Learning youth development organization of its determination by January 17, 2023 via email. If OUSD determines that an organization is Not Recommended, the organization shall have the opportunity to contest that determination. Additional details regarding this process are contained in Appendix V.

M. Minimum Proposals

OUSD is seeking applications from established community organizations with adequate fiscal reserves to cover at least 1 month 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 summer 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.

OUSD is seeking applications from youth program organizations that have demonstrable experience in providing high quality summer programs. All organizations must provide acceptable documents demonstrating two (2) years of experience in the following areas:

- Providing program services to the students in the service category (ies) being applied for. Specifically, evidence of a positive track record of the capacity to effectively coordinate skill building as well as successful collaboration with the school site administrator, faculty and staff.
- Hiring, retention, and provision of professional development of appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age-appropriate manner with a focus on youth development strategies.
- Maintaining collaborative relationships with school site leadership and expanded learning providers (lead agencies) in the development and implementation of a high-quality programming that supports the district's and the school's goals.
- 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.
- 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.

Summer/intersession youth program organizations that apply for the role must be able to comply with all requirements outlined in the standard OUSD contract (see Appendix IV for a sample of current year). For example, while a copy of the organization's current insurance coverage is required with this application, should the organization be chosen, it will need to attain the level of insurance outlined in the MOU.

N. Application Submission Contents

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

A Complete Summer/Intersession 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 double-spaced pages in response to the four (4) titled sections that appear in Appendix II Application Questions), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Boilerplate Checklist**: “ Expanded Learning Program and Services Agreement”
-Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFQ (Appendix IV, version for Fiscal Year 21-22), and that your firm is willing to comply with OUSD contracting requirements.
- 6) **Sample Program Schedule and Summary**: Based on the sample program budget in question (2), please provide a sample program schedule along with a short description of each activity. No more than (2) pages.

O. Application Submission Details

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 four (4) titled sections below in no more than 8 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III).

RECEIPT OF PROPOSAL PACKAGES:

Proposal packages shall be emailed to the **Procurement Department** no later than **December 9, 2022 at 5 pm.**

Proposals submitted by email should be submitted in a sufficient file size to ensure delivery to the Procurement Department prior to the specified time.

Contractors are required to send via email to Procurement@ousd.org, their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP 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.

Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

P. Evaluation and Selection

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

Applications demonstrating the capacity to meet minimum requirements will have their 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.

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Evaluation Rubric

Performance Area	Expectations for Highly Recommended Sports-Based Organization
Organizational Capacity and District Alignment (25 Points)	<ul style="list-style-type: none"> • Organization has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students. • Organization can clearly articulate how their program model will support OUSD’s elementary students and provide age-appropriate activities. • Organization has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges. • The organization has extensive experience working in partnership with school sites and district leaders. • Organization has the capacity to serve OUSD’s diverse student demographics--i.e. serving multiple grade levels, multiple genders, ability, English as a second language, cultural, etc. • Organization can clearly articulate and show evidence of implementing the one of the types of summer/intersession model--the Monday through Friday program during the out of school time and/or during the intersession, successful. • The organization has experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age-appropriate manner with a focus on youth development strategies.
Fiscal Management and Resource Development (25 Points)	<ul style="list-style-type: none"> • The organization has a strong budget template that clearly illustrates staffing costs, supplies, administrative costs, etc. within the model program of youth sports. • The organization clearly describes how it can secure additional funding to support high-quality sports-based youth development at . • The organization is able to clearly describe its systems, structures, and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record-keeping for auditing purposes.
Agency Infrastructure (25 Points)	<ul style="list-style-type: none"> • The organization supports successful program implementation and clearly describes organization staffing systems, and processes that will ensure that all responsibilities will be fulfilled effectively and with fidelity. • The organization has designated administrative systems and procedures in place to ensure that sports camps are operating in full compliance with requirements set forth by OUSD and the California Department of Education (CDE). • The organization shows the capacity to hire and support a clearly designated staff for each camp and maintain active collaboration with the school site administrator and other school faculty.
Youth Development Expertise and District Alignment (25 Points)	<ul style="list-style-type: none"> • Agency’s program model clearly supports youth development. Agency provides descriptions of successes and challenges serving Oakland youth. • Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including: structured development plans; • Agency utilizes district opportunities, other partners and the greater community to continuously innovate and grow their youth development practices to better serve the community.

Q. 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 posted on the Procurement page of the OUSD website. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the District prior to the application due date regardless of when the application is submitted. Therefore, the District recommends that applicants consult the website frequently, including shortly before the application due date, or sign up for our mailing list (<https://www.ousd.org/Page/14136>) for updates to ensure they have downloaded all Change Notices.

Failure to Object to Errors and Omissions in Application

Failure by the District to object to an error, omission, or deviation in the application will in no way modify the 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" 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.

R. Standard Contract Provisions

Any summer learning organization selected from the *Expanded Learning Qualified List* by OUSD and which chooses to enter into contract with OUSD, will enter into a contract substantially in the form of the Expanded Learning Summer 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

2022 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 #:	

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Are you a currently approved OUSD community partner ? If yes, please list the sites that you provided programming in OUSD schools:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)	<input type="checkbox"/>	yes
Elementary/Middle (TK-8)	<input type="checkbox"/>	yes
Middle (6-8)	<input type="checkbox"/>	yes
High School (9-12)	<input type="checkbox"/>	yes
Alternative/Continuation High School	<input type="checkbox"/>	yes

Services Category-Types and models of programs: Mark all that apply. What type of summer/ intersession program are you interested in applying for?

<input type="checkbox"/>	Summer Programming - up to 6 weeks, 9 hours
<input type="checkbox"/>	Intercession (Offering 9-hours of programming)
<input type="checkbox"/>	Weekends (Saturday, Sunday, or both days)
<input type="checkbox"/>	Fall Break: week-long offering
<input type="checkbox"/>	Winter Break: week-long offering
<input type="checkbox"/>	Spring Break: week-long offering
<input type="checkbox"/>	Other non school days (Holidays, staff pd days, etc)
Preferred Model of delivery--(See Section D. for overview of models)	
<input type="checkbox"/>	Collaborative w/District staff on OUSD Campus
<input type="checkbox"/>	Independent on OUSD campus
<input type="checkbox"/>	Off-Site Community Based

Provide any additional information to explain your services category or preferred model of delivery. When applying for a school-based model, indicate the number of school sites/programs your organization can serve. When applying for the intercession model, indicate the number of sessions (or "camp-style sessions) your organization can serve.

In the box below, please briefly explain your rationale for this number of sites? Types of space the organization needs to run the program (Example: Need access to a garden to fulfill our organization's mission, ie.Need a stage etc). Types of equipment required to run the program.

On behalf of _____ (Agency), I, _____ (name)

(Position), declare under penalty of perjury under the laws
of the State of California that the foregoing is true and correct.

Signature: _____

Date: _____

APPENDIX II: Application Questions

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

1. ORGANIZATIONAL CAPACITY (2 pages double space)

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

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

- Using your organization's budget and profit and loss statement provided in the required supporting documentation, create a budget narrative showing how your agency would allocate funds to run a high-quality expanded learning

program. These budgets will need to be based on the grant requirements detailed in the Funding description above (Section E.); including a required staffing ratio of 1:20, 10:1 for Tk/K (or better). Utilize any of the following anticipated contract amounts to develop your budget.

Your budget should also show secured leveraged funds and resources that you would contribute to the operational costs of running a summer/intersession program. \$30.24 per child/per day to serve up to 150 students for the duration of the program. (up to 6 weeks for the collaborative district summer program model) (approx. 40- 45 hours/week)

Your budget must detail:

- Staffing costs for service delivery, staff training, and prep time
- Full time site coordinator
- Any agency management-level staff who will be paid by grant funds for support of direct service programming
- Supplies, materials, curriculum, books, field trips, etc.
- Agency administrative costs not to exceed 4% of contracted amount
- Note: Your budget does not need to include snack costs if you are holding it on an OUSD campus.
- Describe how your organization will secure additional funding to match the contracted funds from OUSD. OUSD would like this standard to be met for all interested organizations regardless of funding source. OUSD will require that all enrichment summer provide 30% of in-kind services to support the entire program. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.
- Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

3. AGENCY INFRASTRUCTURE (2 Pages)

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

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

Student ratio of 1:20 and 10:1 for TK/K or better;

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

4. YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT (2 Pages)

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

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

APPENDIX III. Instructions for RFP Application

Submission:

Deadline for submission of completed RFP application and supporting documentation is Dec. 9th, 2022 by 5:00 pm.

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

All proposals will need to be in EITHER a Hardcopy Proposal that is delivered to the procurement office OR a combination of pdf files emailed to procurement@ousd.org. Any documents submitted after the deadline will not be accepted or reviewed.

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

Required Supporting Documentation Instructions:

In addition to the RFP Application in Appendix 1 and responses to questions in Appendix II, organizations also need to submit the following:

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

- **Sample schedule** of a summer/intersession program within the models outlines in Section D. *[Example of Title: Model Program_Organization Name_Types of Sports]*
- *click here for* [A sample budget](#) pertaining to the program schedule and activity summary.
- Organizational chart of agency that illustrates how the Summer/Intersession Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- Bank statements to show proof of operating cash reserves (reference application question 2 in appendix II for details)
- Profit and loss statement and/or copy of 2020 990 Tax Form
- Job description for site coordinator and program instructor
- Copy of IRS letter certifying tax exempt status
- **Signed letter of agreement** (as elaborated upon in Section N)
- **Letters of reference** (maximum of 2)
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)

- Documents demonstrating fulfillment of minimum Proposals (outlined in Section C)
 - Statement of Qualifications
 - Commercial General Liability Insurance
 - Agency Letter that states the following; staff working within OUSD must pass fingerprint review by CA DOJ and FBI, TB testing requirements, mandate reporting. In addition, staff must meet the minimum Instruction Aid (IA) qualification and be first-aid, concussion, and CPR certified.

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

The contract template that is currently being used by lead agencies is found in Appendix V.

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

Submission of this Signed Boilerplate Checklist will constitute a representation by your firm that it has read all the clauses listed in the OUSD Expanded Learning Lead Agency MOU contract sample (Appendix V), 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: SAMPLE OF OUSD SERVICES AGREEMENT

SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST TO CHANGE) SERVICES AGREEMENT 2023-2024

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

The parties hereby agree as follows:

1. Term.

a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Services.

VENDOR shall provide the services (“Services”) as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

3. Alignment and Evaluation.

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).

4. Inspection and Approval.

VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct

VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

5. Data and Information Requests.

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. Confidentiality and Data Privacy.

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

(i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).

(ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. Copyright/Trademark/Patent/Ownership.

VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute,

publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. Compensation.

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit A.

a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing 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.

d. Upon termination, **VENDOR** shall provide **OUSD** with all materials produced, maintained, or collected by **VENDOR** pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. Legal Notices.

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name:
Title:
Address:
City, ST Zip:
Phone:
Email:

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.

13. Status.

a. This is not an employment contract. **VENDOR**, in the performance of this Agreement, shall be and act as an independent contractor. **VENDOR** understands and agrees that it and any and all of its employees shall not be considered employees of **OUSD**, and are not entitled to benefits of any kind or nature normally provided employees of **OUSD** and/or to which **OUSD**'s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. **VENDOR** shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to **VENDOR**'s employees.

b. If **VENDOR** is a natural person, **VENDOR** verifies all of the following:
(i) **VENDOR** is free from the control and direction of **OUSD** in connection with **VENDOR**'s work;
(ii) **VENDOR**'s work is outside the usual course of **OUSD**'s business;
and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

(x) VENDOR can negotiate its own rates;

(xi) VENDOR can set its own hours and location of work; and

(xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration.

VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. Testing and Screening.

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR 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, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any

employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. Assignment.

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the

express prior written consent of OUSD shall be null and void.

21. Non-Discrimination.

It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.

22. Drug-Free/Smoke Free Policy.

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. Waiver.

No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.

24. No Rights in Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. Conflict of Interest.

a. VENDOR shall abide by and be subject to all applicable regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, 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.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Through its execution of this Agreement, VENDOR 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, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. Limitation of OUSD Liability.

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. Indemnification.

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. Audit.

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing

statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. Litigation.

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

31. Incorporation of Recitals and Exhibits.

Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

32. Integration/Entire Agreement of Parties.

This Agreement constitutes 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 both Parties.

33. Severability.

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. Provisions Required By Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. Captions and Interpretations.

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. Calculation of Time.

For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

37. Counterparts and Electronic Signature.

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. W-9 Form.

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

39. Agreement Publicly Posted.

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. Signature Authority.

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. Contract Contingent on Governing Board Approval.

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: _____

Signature: _____

Position: _____ Date: _____

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: _____

Signature: _____

Position: _____ Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: _____

Template approved as to form by OUSD Office of the General Counsel.

Sample Contract - Exhibit A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

1B. Description of Services to be Provided During School Closure or Similar

Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate:
- Daily Rate:
- Weekly Rate:
- Monthly Rate:
- Per Student Served Rate:
- Performance/Deliverable

Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

2. Specific Outcomes: *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds): *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.

- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

- Sign-in sheet for meeting in which the SPSA modification was approved.

4. Waivers: *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)

Proposer/ Vendor Forms Checklist to Complete

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Proposal Price Form
Exhibit D	Terms and Conditions
Exhibit E	Certification regarding Debarment, suspension, ineligibility
Exhibit F	Insurance
Exhibit G	Worker's Compensation Certificate
Exhibit H	Fingerprinting Certificate
Exhibit I	Non- Collusion Declaration
Exhibit J	Piggyback Clause
Exhibit K	Authorized vendor Signature
Exhibit L	Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A
Standard Form Response:

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)
Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:
Name, Title Location Phone Number

6. Point of Contact if Contract is Awarded:
Name, Title Location Phone Number

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit B
References:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

**Exhibit C
Proposal Price Form**

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.
5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.
6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.
7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.
8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, 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, Contractor 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 Agreement. Contractor'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 Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor 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. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and

Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

EXHIBIT E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither ___ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By _____
(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By _____
(Signature)

Typed or Printed Name

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

i.If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

ii.CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

**EXHIBIT G
WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

c. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**EXHIBIT H
FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District
I _____, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on _____ / _____ / _____

Typed or Printed Name

Address

Title

Telephone Number

Signature

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS
CHECK (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall

be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**EXHIBIT I
NON-COLLUSION DECLARATION**

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

**EXHIBIT J
PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (____) YES

Option Granted (____) NO

EXHIBIT K
Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
-----------	-------------	-------

Federal Tax ID Number

EXHIBIT L
Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____,
_____ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

- H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
- I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.
- J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.
- K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.
- L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
- M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
- N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Name of Proposer's Signee

Date: _____

Title of Proposer's Signee

APPENDIX VI: 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 January 24, 2022 (i.e., 5 business days after the Notification Date). If the appellant fails to file an appeal prior to the applicable appeals deadline, the appellant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process, or any other legal process or proceeding.

An appeal must clearly state the facts that establish one of the above-referenced bases for appeal and how, as a result, the appellant's proposal was affected negatively. The appeal will be considered and adjudged by the Senior Procurement Analyst, 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 February 1, 2022. In the event that an applicant's appeal is successful, the agency will be treated as all other prequalified agencies.

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application (Template)

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

Cover Sheet Template:

Organization Name	Youth Employment Partnership, Inc. (YEP)		
Primary Contact Person:	Michele Clark	Secondary Contact Person:	Ronnie Rose
Email:	mclark@yep.org	Email:	rrose@yep.org
Telephone #:	(501) 533-3447	Telephone #:	(501) 533-3447

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	•	Yes
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:		
	•	No
Are you a currently approved OUSD community partner ? If yes, please list the sites that you provided programming in OUSD schools:		
	•	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served:		
	•	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)		

Elementary/Middle (TK-8)		
Middle (6-8)		
High School (9-12)	•	Yes
Alternative/Continuation High School		

Services Category-Types and models of programs: Mark all that apply. What type of summer/ intersession program are you interested in applying for?

•	Summer Programming - up to 6 weeks, 9 hours
	Intercession (Offering 9-hours of programming)
	Weekends (Saturday, Sunday, or both days)
	Fall Break: week-long offering
	Winter Break: week-long offering
	Spring Break: week-long offering
	Other non school days (Holidays, staff pd days, etc)
Preferred Model of delivery--(See Section D. for overview of models)	
	Collaborative w/District staff on OUSD Campus
	Independent on OUSD campus
•	Off-Site Community Based

The five-week Summer Expanded Learning Program, designed for Bridge-to-9th grade students, will take place at the 26,000 sq. ft. YEP workforce training facility, which has the space and resources to host both academic instruction and vocational development. In this nine-hour weekday program (with 6 hours of active enrichment activities), students will partake in 90-minute sessions of both mathematics and academic literacy skills instruction (180 minutes total), contextualized with their vocational training, to aid their successful transition into high school. Additionally, the program will contain two 90-minute sessions of vocational skill building from four tracks of their choosing: culinary arts & healthy cooking, digital arts & web design, emergency medical training, and junior counseling (180 minutes total). The students will be incentivized and supported with a \$300 weekly stipend. The vocational tracks are project-based and will culminate in an end-of-program showcase for peers and parents. Included in the vocational skill building is at least 30 minutes of daily physical activity and community building activities, daily breakfast, snacks, and lunch; and a field trip connected to their curriculum.

In the box below, please briefly explain your rationale for this number of sites? Types of space the organization needs to run the program (Example: Need access to a garden to fulfill our organization's mission, ie. Need a stage etc). Types of equipment required to run the program.

Our service requires only one site. The YEP workforce training facility in Central East Oakland is equipped with four classrooms with capacity for at least 20 each, a computer lab, a commercial kitchen, and outdoor picnic area. The facility, located at 2300 International Boulevard, is readily accessible by several AC Transit buses and is a 20-minute walk from the Fruitvale BART station.

On behalf of Youth Employment Partnership, Inc., I, Michele Clark, Executive Director, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: 

Date: 12/8/2022

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

1. Intent
2. Term of MOU
3. Termination
4. Compensation
 - 4.1. Total Compensation
 - 4.2. Positive Attendance
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
 - 4.2.2. Administrative Charges and Reconciliation
 - 4.3. OUSD Administrative Fees
 - 4.4. Agency Administrative Fees
 - 4.5. Program Budget
 - 4.6. Modifications to Budget
 - 4.7. Program Fees
5. Scope of Work
 - 5.1. Student Outcomes
 - 5.1.1. Alignment with Community School Strategic Site Plan
 - 5.2. Oversight
 - 5.3. Enrollment
 - 5.4. Program Requirements
 - 5.4.1. Program Hours
 - 5.4.2. Program Days
 - 5.4.3. Program Components
 - 5.4.4. Staff Ratio
 - 5.5. Data Collection
 - 5.5.1. Accountability Reports
 - 5.5.2. Attendance Reports
 - 5.5.3. Use of Enrollment Packet
 - 5.6. Maintain Clean, Safe and Secure Environment
 - 5.7. Meeting Participation
 - 5.8. Relationships
 - 5.9. Licenses
6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related

Facilities

7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASESP and 21st Century Grants
9. Ownership of Documents
10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements
 - 11.2.1. Tuberculosis Screening
 - 11.2.2. Fingerprinting of Agents
 - 11.2.3. Minimum Qualifications
 - 11.3. Removal of Staff
 - 11.4. Conflict of Interest
 - 11.5. Drug-Free/Smoke Free Policy
 - 11.6. Non-Discrimination
12. Indemnification
13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
14. Litigation
15. Incorporation of Recitals and Exhibits
16. Counterparts
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
18. All exhibits, with required forms and timelines

The contract template that is currently being used by lead agencies is found in Appendix V.

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

Submission of this Signed Boilerplate Checklist will constitute a representation by your firm that it has read all the clauses listed in the OUSD Expanded Learning Lead Agency MOU contract sample (Appendix V), 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	<i>Michele Clark</i>
Date	<i>12/9/22</i>
Name and Title of Signatory	<i>Michele Clark Executive Director</i>
Name of Organization	<i>The Youth Employment Partnership, Inc</i>

OUSD Expanded Learning – Application Questions

1. ORGANIZATIONAL CAPACITY Youth Employment Partnership, Inc. (YEP) was started in 1973 by a group of St. Elizabeth High School and OUSD teachers to reduce learning loss by increasing summer job opportunities for at-risk Oakland youth. In 1989, YEP expanded beyond summer programming with the mission to improve the employment and education outcomes for Oakland youth and young adults impacted by poverty, the justice system, foster care, homelessness, school underachievement and other barriers to work by providing transformative job training, critical skill building, and contextualized education paired with hands-on work experience in a living classroom. Since 1973, YEP has served more than 34,000 low-income Oakland youth—the vast majority of whom have been OUSD students—with more than 85% completing their training and 78% placed in unsubsidized employment and/or advanced in education. YEP achieves these outcomes through comprehensive career development programs which serve approximately 600 youth each year, supporting trainees with wraparound case management, supportive services, educational enrichment, and engaging work experience.

Education level is inextricably tied to future earnings and stable employment, as well as higher likelihood of unemployment, housing insecurity, and incarceration. As such, not finishing high school is one of the most significant barriers YEP participants often face, with the summer bridging to 9th grade being a particularly vital period for early intervention. Research shows that summer youth employment programs can improve the engagement of chronically absent students and increase their chances of graduation. By offering these summer job training opportunities, coupled with our proposed academic literacy and math skill-building classes, YEP is committed to positive and equitable educational outcomes for Oakland youth to start off the fall semester on sure footing.

Experience serving Oakland: For 50 years, YEP has served youth who have grown up in neighborhoods that have been left behind the region's growing prosperity, such as the San Antonio /Fruitvale, West and East Oakland. YEP participants are majority Black (~70%) and Latinx (~25%) and have been economically disadvantaged. Many are on probation or court-involved, or have

incarcerated parents. Some are homeless or housing unstable, or are currently in or aged-out of foster care. Others struggle in traditional learning environments, have IEP accommodations, and face other difficulties earning their diploma. Combined, these barriers prevent them from completing high school. Through YEP's individually-responsive, hands-on education & training, they build new skills and self-confidence, leading them to reach their full and promising potential.

YEP works closely with youths' parent(s), older siblings, coaches, and other important adult pillars of support to ensure that they thrive at YEP, in school, and in their lives. Starting at enrollment, YEP case managers map out their support network and communicate regularly with their family members, school teachers, social workers, and probation officers to create a unified approach to optimize their success. YEP has also developed a robust referral network through decades of work in the community, receiving Oakland teens through partnerships with the OUSD teachers, Alameda County Probation Dept., and group homes, as well as many other local service providers and CBOs.

Collaboration: YEP has relied on countless collaborative partnerships throughout the years—local employers, CBOs, educational institutions, political officials, families, community neighbors—all of which have depended on a high-degree of communication, coordination, and transparency to ensure the partnerships, programs, and assets we build for youth are a success. For this program, since YEP is providing academic intervention and project-based vocational training in house for OUSD students bridging to 9th grade, we will continue with this collaborative spirit, working closely with OUSD leadership in planning the schedule, activities, and curriculum, and communicating on outreach, enrollment, and challenges. Parents can tour the facility and be informed of all services offered. YEP will hold meetings with them to review their child's attendance, progress, and areas for growth.

Appropriate qualified staff: YEP has excelled in providing equitable, accessible, and culturally responsive employment training and academic support for the city's most burdened youth through both summer youth employment and year-round afterschool career development programs for 50 years. YEP staff is reflective of the population and communities we serve, and we have an official

policy of hiring former trainees and staff with shared lived experience, demonstrated cultural competence, and work history that is consistent with implementing an enriching training curriculum in a community-based setting. Many YEP direct service staff, in fact, started their journey as trainees in our summer or afterschool programs—most of whom attended OUSD schools—advancing to full-time positions after completing their college degrees. Staff are required to possess a B.A or B.S. degree, or, in cases where they have significant relevant work experience, some college coursework. YEP regularly reviews employee performance and formally recognizes their work with financial bonuses and position promotions. To aid retention, staff are provided a living wage, generous paid time off, 24/7 access to our Employee Assistance Program, and a significant 18% health & wellness benefit (e.g. healthcare, gym), with 2% set aside for mental health. To encourage professional development, YEP provides staff an \$8,000 annual education stipend. We also hold trainings on topics such as Life Coaching, Trauma-informed Care, and Youth Development Principles.

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT Owing to years of successful programming, YEP has a diverse mix of funding, along with in-kind facility capacity, which we will strategically leverage to support the Expanded Learning program. YEP will provide a 217% match (185% cash, 32% in-kind) (\$107,300) to the total OUSD request (\$49,475). Agency admin, who will spend considerable time on the project, comprise only 4% of the request, funded almost entirely by other sources. Cash match is from private foundations (Kelson, Glass Half Full). **Supplies** | *Total Cost: \$1,651 | OUSD Cost: \$1,651 | Matched: \$0.* Includes pens, pencils, paper, staplers, envelopes, folders, software and other program items. **Field trips** | *Total: \$1,500 | OUSD Cost: \$1,500 | Matched: \$0.* Includes 70-passenger charter bus to field trip site. **Bus tickets** | *Total: \$2,856 | OUSD Cost: \$2,856 | Matched: \$0.* Includes 2 months of bus passes @ \$34/ month for 60 students to come to and from YEP, assumes 70% transportation need + completion rate. **Breakfast/Snacks/Lunches** | *Total: \$8,100 | OUSD Cost: \$0 | Matched: \$8,100.* Includes daily continental breakfast, snacks (fruit, muffins, granola bars, veggies), and lunch for 60 students @ \$5/day x 27 days. **Youth Stipends** /

Total: \$78,000 / OUSD Cost: \$0 / Matched: \$78,000. Includes \$100 bonus for JRT completion x 60 students (100% completion rate), and \$300/week work stipend x 5 weeks x 60 students (assumes 80% completion rate). **Site Coordinator** / *Total: \$11,000 / OUSD Cost: \$5,500 / Matched: \$5,500.* Includes full-time Site Coordinator for 8 weeks @ \$34.38/ hr. **Academic Instructors** / *Total: \$15,400 / OUSD Cost: \$15,400 / Matched: \$0.* Includes two instructors @\$37/hr. x 6 hrs./day x 25 days x 20% FICA, SDI, UI. **Vocational Trainers** | *Total: \$11,100 / OUSD Cost: \$11,100 / Matched: \$0.* Includes four vocational trainers @\$37/hr. x 3 hrs./day x 25 days. **Youth Develop. Counselors** / *Total: \$8,000 / OUSD Cost: \$8,000 / Matched: \$0.* Includes two counselors @\$25/hr x 20 hrs./week x 8 weeks. **Employee Benefits** / *Total: \$3,240 / OUSD Cost: \$3,240 / Matched: \$0.* Fringe Benefits @27% of total Site Coordinator & Counselors salary w/ FICA, SDI, UI + a 16% cafeteria plan for healthcare, education, EAP, wellness, etc. **Agency Admin** / *Total: \$1,903 / OUSD Cost: \$1,903 / Matched: \$0.* 4% of total direct service costs. **Sound fiscal management:** YEP has been managing the summer payroll for over 300 youth trainees for many decades, using an extensive payroll and data tracking system, with a multi-layered system of checks and balances. Counselors and project trainers oversee the completion of sign-in/out attendance and timesheets, verifying times attended, hours worked, and workshops completed—certified with accompanying documents. YEP’s Payroll Specialist then reviews all timesheets and documents for accuracy, maintaining one copy for admin backup, one copy in the trainee’s file, and attaching one copy to the payroll check when it’s disbursed. A YEP Director then reviews and signs off on each timesheet. YEP’s Admin Dept. enters attendance, case management hours, work hours, workshops completed, and stipends/bonuses received in a customized system, and documents all hours and pay activities in QuickBooks. Hard copies of the timesheets and collateral documents are maintained in locked filing cabinets. Paychecks are distributed bi-weekly with the backup timesheet and recipient’s signature on the payroll register.

YEP has a long history and impeccable track record of properly managing, spending, and reporting federal, state, county, and city grant funds. YEP’s accounting department ensures that

accounts are kept in accordance with Generally Accepted Accounting Principles and has effective, closely monitored internal controls. Direct grant expenditures are pre-approved and allocated appropriately by a Director prior to purchase, with appropriate backup documentation secured. Staff expenditures to a grant are based on our federally approved cost allocation plan and trainee compensation is directly charged to the grant based on eligibility criteria. YEP's CFO provides monthly reconciliations, in addition to quarterly grant report-outs to YEP Board of Directors (which includes Safeway, Inc.'s former CFO) and an annual single audit. The audit is performed per OMB Uniform Guidance and the Single Audit Act, which tests all aspects of YEP's financial and program compliance with contracts, regulations, and applicable laws. Our effective internal controls have produced clean single audit reports every year since YEP's inception. YEP maintains a min. of 33% of our budget in cash reserves and has no outstanding debt (current reserves, attached, are over 40%).

3. AGENCY INFRASTRUCTURE As shown in the attached chart, YEP has the personnel and systems in place to meet the Expanded Learning requirements, with a long history of outreach, enrollment, assessment, and placement for summer program youth and a streamlined process to serve OUSD students and their families efficiently. At the helm of the project, YEP will have 1 FTE Site Coordinator (to be hired/promoted) to act as point-of-contact for OUSD and oversee the staff, activities, and implementation. YEP's Executive Director, with 33 years of summer program experience, will be the Quality Support Coach to ensure the program operates to OUSD and YEP standards. From day one, 2 FTE Youth Development Counselors will be the point-of-contact for the student and their families, facilitating their enrollment, collection of documents, assessment, connection to any support services, and advocate for continued engagement and success while in the program. They will teach the intro Job Readiness Training and weekly professional development workshops, take daily attendance, and assist vocational trainers and instructors as needed.

The vocational trainers will conduct training in one of the four summer projects: 1) Culinary Arts & Healthy Cooking, 2) Digital Arts & Web design, 3) EMT, or 4) Junior Counselors. Culinary arts

programming will be held in YEP's on-site commercial kitchen and classrooms, led by a .5 FTE summer contracted culinary instructor. Digital Arts & Web Design programming will be led by a .5 FTE summer instructor, offering a graphic design and website building curriculum in YEP's computer lab. EMT classes will be led by .5 FTE summer instructor to teach emergency response and first aid. The Junior Counselor project will be led by a .5 FTE summer mental & behavioral health instructor, leading students through a hands-on counseling curriculum that includes intro to mental/behavioral health, trauma-informed care, assessment & screening, and more. In addition to the 4 projects, YEP will contract with 2 OUSD instructors to support students who are bridging-to-9th grade (or who fell behind their first high school year), teaching four 90-minute classes per day on foundational reading, writing, and math skills, contextualized with their vocational topics, to facilitate a strong start in the fall semester. YEP's directors will hold weekly team meetings to facilitate communication, maintain mission & program focus, and oversee the quality assurance of operations.

Operational compliance: Through our many decades of operating one of the city's largest and most successful summer youth employment support programs, YEP has developed a streamlined, systematic approach to meet compliance for various city, county, state, and federal programs and regulations, including OUSD and CA Dept. of Education. Regarding adequate staffing-to-student ratio, YEP begins intensive early spring hiring to prepare for summer positions. 60 students will be split at all times into 4 separate classes (1 math, 1 literacy, 2 vocational classes), maintaining 1:15 instructor-to-student ratio. YEP requires a bachelor's degree, although sometimes a few highly-qualified candidates without this degree and relevant work experience are hired. In these outlier cases, they will attain an Instructional Aide Certificate. 1 full-time Site Coordinator will be assigned, with another staff acting as back-up, should they be absent due to illness or emergency.

Although YEP does not currently use AERIES, we have extensive experience documenting and keeping records on daily attendance, workshops completed, case management hours and notes, work experience hours, and so forth. All staff will have been trained on the required sign-in/out OUSD

protocols and input the data into AERIES daily. In order to meet the 85% student attendance threshold, YEP over-enrolls by 150%, understanding that there will be some attrition, with the goal of maintaining 100% enrollment throughout the program's duration. For students who initially attend but then drop off, YEP staff makes frequent contact to the participant and their guardian(s) in order to draw them back in. This combination of over-enrollment and outreach to absent students ensures that more than 85% of attendance will be maintained. **Site Coordinator:** YEP's Site Coordinator is the veritable keystone of the OUSD expanded learning partnership, serving as the primary point-of-contact, overseer, and implementer of the high-quality and enriching summer programming. They will work closely with OUSD administration to verify the enrollment of eligible students, outreach and communicate the program offerings, schedule appropriate coverage and plans for staff to carry out the curriculum, train and follow-up with staff for development, and ensure all requirements are adhered to. They will also ensure that all necessary paperwork is filed with OUSD, all sign-in/out sheets are collected and input into AERIES, and that any items needing attention are promptly addressed. To maintain a collaborative partnership throughout, the Site Coordinator will communicate with updates, questions, and suggestions with the appropriate OUSD staff & leadership.

4. YOUTH DEVELOPMENT EXPERTISE YEP's program is guided by Positive Youth Development (PYD) and Trauma-Informed Care, working to foster prosocial relationships, incentivize engagement, and reward success while creating a sense of safety and security. Our programs are culturally responsive, inclusive, and designed to target youth with multiple intelligences and those who have struggled in academics, engaging them with contextualized lessons and projects for them to develop self-efficacy, leadership, and self-confidence. Program staff set clear expectations for students, acknowledge their effort, praise them, build off their strengths, and intervene when they're struggling. Student work will culminate in a substantial project, in which they will have agency in deciding, that they'll showcase in front of their families, instructors, and peers. In order to build strong trusting relationships and keep students engaged, YEP Counselors make

frequent positive contact and learn about their social support systems. It is sometimes a challenge to keep youth experiencing multiple hardships from consistent engagement. Should they stop showing up or responding to calls, counselors conduct house visits, contact people in their network, and provide incentives & emotional support to re-engage them.

Despite these challenges, YEP has had noteworthy success in serving Oakland youth, as illustrated by our summer and year-round Oakland Fund for Children and Youth (OFCY) job training and education support programs, of which we've been a provider for 20 years. Between 2019 and 2021, YEP's summer program provided pre-employment training, weekly soft skills workshops, case management and first-time job placement with local employers for over 250 youth. In summer 2021, YEP exceeded many performance outcomes with enrollment at 128% and service & internship hours at 118% of identified goals. For our OFCY year-round Opportunity Youth program, in 2020-21, enrollment was at 157% of the identified goal, completed service hours at 117%, and 40 youth placed in paid internships with 96% working 120 hours+ and 66% attaining their high school diploma. It is through YEP's innovative, accessible, and culturally responsive approach to employment training & academic support programs for the city's marginalized youth that we have facilitated these promising outcomes. **CDE Quality Standards**: As a community provider of youth workforce development and education programming for decades, YEP has excelled in the majority of the CDE 12 quality standards, although we are always seeking to continuously improve to the benefit to Oakland's youth.

1) **Safe & supportive environment-strength**: Guided by trauma-informed care and wraparound case management, YEP first and foremost ensures the health and safety of young people. 2) **Active & engaged learning-strength**: YEP's uses work internships with scaffolded curricula and hands-on projects to encourage growth, persistence, and success. 3) **Skill building-strength**: YEP builds youth skills through culminating projects and presentations that allow them to practice, make mistakes, and learn from the experience. Woven throughout are soft skills development & career exploration. 4.) **Youth voice & leadership-strength**: YEP listens closely to youth voices, through focus groups,

surveys, and informal conversations, to inform how we deliver and improve our programs—and in particular, which classes and services we offer. 5) **Healthy choices & behaviors-strength**: YEP has incorporated healthy cooking, instruction on nutrition, and promotion of water over sugary beverages as core elements of our programming. Moreover, physical activity and movement are integrated throughout each Expanded Learning project. 6) **Diversity, access, and equity-strength**: YEP is centered on promoting equity and expanding educational and workforce training supports to young people who need it the most. YEP staff, moreover, reflect the youth we serve and actively create a welcoming space. 7) **Quality staff-Improve**: Although YEP has been historically known for developing strong staff with a high retention, as a result of the pandemic, YEP has struggled. To improve, we have made considerable efforts over the past two years to introduce new retention policies, improved living-wage salaries, generous health & wellness benefits, and offer employee assistance. We also reward quality staff with performance & annual bonuses. 8) **Clear vision, mission, & purpose-strength**: YEP has a well-defined vision and mission that have guided our work for many years, with evidence of consistently strong outcomes. As new and evolving needs for youth arise, YEP adapts to include new goals with this updated vision. 9) **Collaborative partnerships-Improve**: YEP has always thrived on collaboration and strategic partnerships, particularly for our young adult programs, but, as a result of pandemic disruption, we have struggled to get these partnerships back to their former stature. YEP, additionally, has been working to improve our high school-aged youth partnerships, and views OUSD as a key institution to help us grow in this arena. 10) **CQI-Improve**: Although YEP has many established routes for obtaining quantitative and qualitative program data, it is often due to lack of staffing capacity to carry out more robust program evaluations. YEP does take part in third-party evaluations which have yielded important insights. 11) **Program management-strength**: YEP has operated government-funded programs for multiple decades and, as such, has developed comprehensive policies & procedures, from operations to fiscal management, to meet requirements. 12) **Sustainability-strength**: YEP has sound fiscal management,

operating with healthy cash reserves and an eye on future funding and programmatic needs. **Staff**

baseline knowledge: YEP aims to hire staff that not only have background education in youth services and social work, but who also bring relevant youth development work history to the table. Most of the Expanded Learning staff, either current employees or prior summer instructors, have experience carrying out multiple summers of successful youth enrichment programming. For the few positions to be hired, YEP will be evaluating applicants who present with an understanding of PYD basics and demonstrated work experience in leading youth classes that are hands-on and project-based. The two academic instructor positions, moreover, will be contracted OUSD instructors. Before the program commences, YEP will have a series of three in-house trainings (e.g. PowerPoint, small-group exercises, readings, role-play scenarios) on PYD best practices, along with a framework of guidance that the Site Coordinator will use in evaluating the program weekly, addressing at staff meetings and 1-on-1, and making necessary adjustments. **Data & Evaluation:** YEP collects comprehensive client demographic data, activities, and outcomes, both quantitative and qualitative, which enables us to assess our program impact. YEP's extensive data system tracks attendance, vocational & education hours, development workshops, hours of case management, credits earned, stipends & bonus incentives that students earn, and post-program follow-up. YEP uses a custom intake form, biweekly timesheet, and classwork as the primary method to gather these data. In addition to these quantitative data, YEP uses several qualitative tools—youth surveys, small focus groups, class observations, case management notes—to measure student well-being, along with program satisfaction, strengths, and weaknesses. Such input has directly led to improvements. For example, Youth who participated in a summer 2021 focus group called our attention to their desire for better communication about the daily schedule and weekly projects, conveyed from the program supervisors to the team leaders, then from the team leaders to them. We heeded this feedback and, in summer 2022, made sure to publish and share a biweekly schedule for team leaders and participants to review upcoming projects, meeting times, worksites, and planned activities.



The Youth Employment Partnership, Inc.

Serving youth and young adults

December 9, 2022

Oakland Unified School District
Attn: Procurement Department
900 High Street, 2nd Floor
Oakland, CA 94601

To the OUSD Procurement Department:

As the authorized representative for The Youth Employment Partnership, Inc. (YEP), I am writing this cover letter to formally obligate YEP to perform the commitments contained in this proposal for *RFP No. 22-129CSSS: Expanded Learning for Summer Learning and Intersession*. YEP is willing, qualified, and able to perform the outlined commitments described herein.

Sincerely,

A handwritten signature in blue ink that reads "Michele Clark".

Michele Clark
Executive Director



Off-site Community-based Model Sample Program Schedule – Youth Employment Partnership

PROGRAM DATES: JUNE 5 – JULY 7 2023

DAILY SCHEDULE

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:45am–9:30am <i>45 minutes</i>	Open, check-in, breakfast	Open, check-in, breakfast	Open, check-in, breakfast	Open, check-in, breakfast	Open, check-in, breakfast
9:30am–11:00am <i>90 minutes</i>	EMT in Literacy Jr Counselors in Math Culinary in Vocation Digital Arts in Vocation	EMT in Literacy Jr Counselors in Math Culinary in Vocation Digital Arts in Vocation	EMT in Literacy Jr Counselors in Math Culinary in Vocation Digital Arts in Vocation	EMT in Literacy Jr Counselors in Math Culinary in Vocation Digital Arts in Vocation	EMT in Development Jr Counselors in Development Culinary in Vocation Digital Arts in Vocation
11:00am–11:15am <i>15 minutes</i>	Break & Snacks	Break & Snacks	Break & Snacks	Break & Snacks	Break & Snacks
11:15am–12:45pm <i>90 minutes</i>	EMT in Math Jr Counselors in Literacy Culinary in Vocation Digital Arts in Vocation	EMT in Math Jr Counselors in Literacy Culinary in Vocation Digital Arts in Vocation	EMT in Math Jr Counselors in Literacy Culinary in Vocation Digital Arts in Vocation	EMT in Math Jr Counselors in Literacy Culinary in Vocation Digital Arts in Vocation	EMT in Development Jr Counselors in Development Culinary in Vocation Digital Arts in Vocation
12:45pm–1:15pm <i>30 minutes</i>	Lunch	Lunch	Lunch	Lunch	Lunch
1:15pm–2:45pm <i>90 minutes</i>	EMT in Vocation Jr Counselors in Vocation Culinary in Literacy Digital Arts in Math	EMT in Vocation Jr Counselors in Vocation Culinary in Literacy Digital Arts in Math	EMT in Vocation Jr Counselors in Vocation Culinary in Literacy Digital Arts in Math	EMT in Vocation Jr Counselors in Vocation Culinary in Literacy Digital Arts in Math	EMT in Vocation Jr Counselors in Vocation Culinary in Development Digital Arts in Development
2:45pm–3:00pm <i>15 minutes</i>	Break & Snacks	Break & Snacks	Break & Snacks	Break & Snacks	Break & Snacks
3:00pm–4:30pm <i>90 minutes</i>	EMT in Vocation Jr Counselors in Vocation Culinary in Math Digital Arts in Literacy	EMT in Vocation Jr Counselors in Vocation Culinary in Math Digital Arts in Literacy	EMT in Vocation Jr Counselors in Vocation Culinary in Math Digital Arts in Literacy	EMT in Vocation Jr Counselors in Vocation Culinary in Math Digital Arts in Literacy	EMT in Vocation Jr Counselors in Vocation Culinary in Development Digital Arts in Development
4:30pm–5:45pm <i>75 minutes</i>	Aftercare, Check out & close up	Aftercare, Check out & close up	Aftercare, Check out & close up	Aftercare, Check out & close up	Aftercare, Check out & close up
Total Time <i>540 mins. (9 hours)</i>	Total Active Program <i>360 mins. (6 hours)</i>				

ACTIVITY SUMMARY

Activity	Description
Open, check-in, breakfast & Aftercare, check-out, close up	<ul style="list-style-type: none"> • YEP’s doors will be open at 8:45am to let students in and close at 5:45pm. • Student’s will sign-in and out on appropriate sheets, with time in/out documented along with signature. • Breakfast, prepared by YEP’s commercial kitchen, will be available to any students who want to eat. • Aftercare meetings with a Youth Development Counselor, scheduled in advance, will be available
<p style="text-align: center;">Vocational Training</p> <p>1) EMT 2) Junior Counselor 3) Culinary Arts & Healthy Cooking 4) Digital Arts & Web Design</p>	<ul style="list-style-type: none"> • Students will have enrolled in one of four vocational tracks: 1) EMT Training, 2) Junior Counselor Training, 3) Culinary Arts & Healthy Cooking, or 4) Digital Arts & Web Design. • To ensure 1:15 staff-to-student ratio, cohorts will experience 180 minutes of vocational training in their selected track. Or they will attend either an academic literacy (90 mins.) or math skill-building classes (90 mins.). • Students will rotate on schedule to experience the same amount of time on vocational projects and literacy/math skill development as their peers, regardless of selected vocational track. • Example: Derrick is in the EMT track. Monday, from 9:30am-11:00am, he is in the academic literacy skills class. From 11:15am-12:45pm, he’s in the math skills class. After lunch, he will be in his EMT vocational training from 1:15pm-2:45pm and from 3:00pm-4:30pm. On Fridays, he will be in Development Training 9:30am-12:45pm.
EMT	<ul style="list-style-type: none"> • Students learn and develop skills in basic anatomy and common diseases & injuries; emergency first aid (e.g., CPR, airway management, bandaging & dressings, tourniquets); treating/preventing disease and common medical ailments; mental health and de-escalation; blood pressure and cholesterol; diabetes and blood sugar; and careers related to emergency first response. <i>3 hours per day</i>
Junior Counselor	<ul style="list-style-type: none"> • Students will develop counseling skills and knowledge through a hands-on and project-based curriculum that includes intro to mental/behavioral health, understanding family systems, substance use disorder, psychology/pharmacology of drugs of abuse, dual diagnosis, community resources, trauma and trauma-informed care, self-care, screening and assessment, crisis management, and mental & behavioral health careers. <i>3 hours per day</i>
Culinary Arts & Healthy Cooking	<ul style="list-style-type: none"> • Through interactive, hands-on courses in YEP’s classrooms and commercial kitchen, youth will learn fundamentals of nutrition science and food health, how to prepare inexpensive, wholesome meals, and how to teach these skills to their peers—with a strong emphasis on reducing sugar-sweetened beverages and increasing water consumption—along with culinary careers and areas of expertise. Students will become ServSafe Food Protection certified. <i>3 hours per day</i>
Digital Arts & Web Design	<ul style="list-style-type: none"> • In YEP’s computer lab, students will learn web design and introductory graphic arts, including composition & colors, logo and flyer design (Canva or similar program), typography, wireframe, user experience (UX) and more. Project will culminate in a personal webpage that displays their coding and UX design skills, and acts a professional resume that highlights skills, work experience, education, professional aspirations, and their personal interests. <i>3 hours per day</i>
Academic Literacy Skills Instruction	<ul style="list-style-type: none"> • An OUSD-approved five-week bridge-to-9th grade reading and writing curriculum, developed in consultation YEP and the vocational tracks. <i>1.5 hours per day, Monday-Thursday (Fridays for teacher prep time)</i>
Math Skills Instruction	<ul style="list-style-type: none"> • An OUSD-approved five-week bridge-to-9th grade math skills curriculum, developed in consultation YEP and the vocational tracks. <i>1.5 hours per day Monday-Thursday (Fridays for teacher prep time)</i>
Development Training	<ul style="list-style-type: none"> • On Fridays, students will attend development training (<i>3 hrs.</i>), covering a range of career & employment skills topics, including resume & cover letter writing, professional communication, maintaining relationships for professional references, job search techniques, career and postsecondary pathway exploration, banking, credit, and taxes, and more.
Break and Snacks & Lunch	<ul style="list-style-type: none"> • 15-minute monitored break. Fruit, muffins and/or protein bars will be available. • Prepared by YEP’s commercial training kitchen, rotating menu of lunches will be available. Eating and lunch break takes place inside YEP or in gated back lot, monitored by Youth Development Counselors.

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2022

Site Name:	YEP	21st Century Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
Site #:			
Lead Agency	The Youth Employment Partnership, Inc.		
students (ADA)	60		
# of summer program days	27		
Total 21st CCLC Grant Funds	\$49,475		
TOTAL CONTRACTED FUNDS		\$49,475	\$88,100

BOOKS AND SUPPLIES

4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$1,651	
4310	Curriculum		
5829	Field Trips (fees, supplies)	\$1,500	
	Bus tickets for students 2 months @\$34 per monthly pass	\$2,856	
	Breakfast/Snacks/Lunches		\$8,100
	Incentives		
	Family Night supplies		
	Youth Stipends		\$78,000
	Total books and supplies	\$6,007	\$86,100

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)	\$5,500	\$5,500
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)	\$13,320	
5825	Vocational Trainers (educational enrichment) (# of staff X total hours X hourly rate, including prep and training time)	\$11,100	
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		

5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	YEP Youth Development Counselors	\$8,000	
5825	Employee benefits	\$3,645	
5825			
	Total services	\$41,565	\$5,500

IN-KIND DIRECT SERVICES

	Facility/Classroom Rental		\$3,500
	Telephone/Internet/Communications		\$1,200
	Utilities (EBMUD, PG&E, Waste Management)		\$3,900
	Janitorial		\$5,000
	Insurance		\$2,100
	Total value of in-kind direct services		\$15,700


SUBTOTALS

	Subtotals DIRECT SERVICE	\$47,572	\$107,300
	Allowable lead agency admin (at 8% of contracted funds or less)	\$1,903	

TOTALS

	Total budgeted per column	\$49,475	\$107,300
	BALANCE remaining to allocate	\$0	

Required Signatures for Budget Approval:

Lead Agency:		Date: 12/9/2022	
--------------	---	-----------------	--

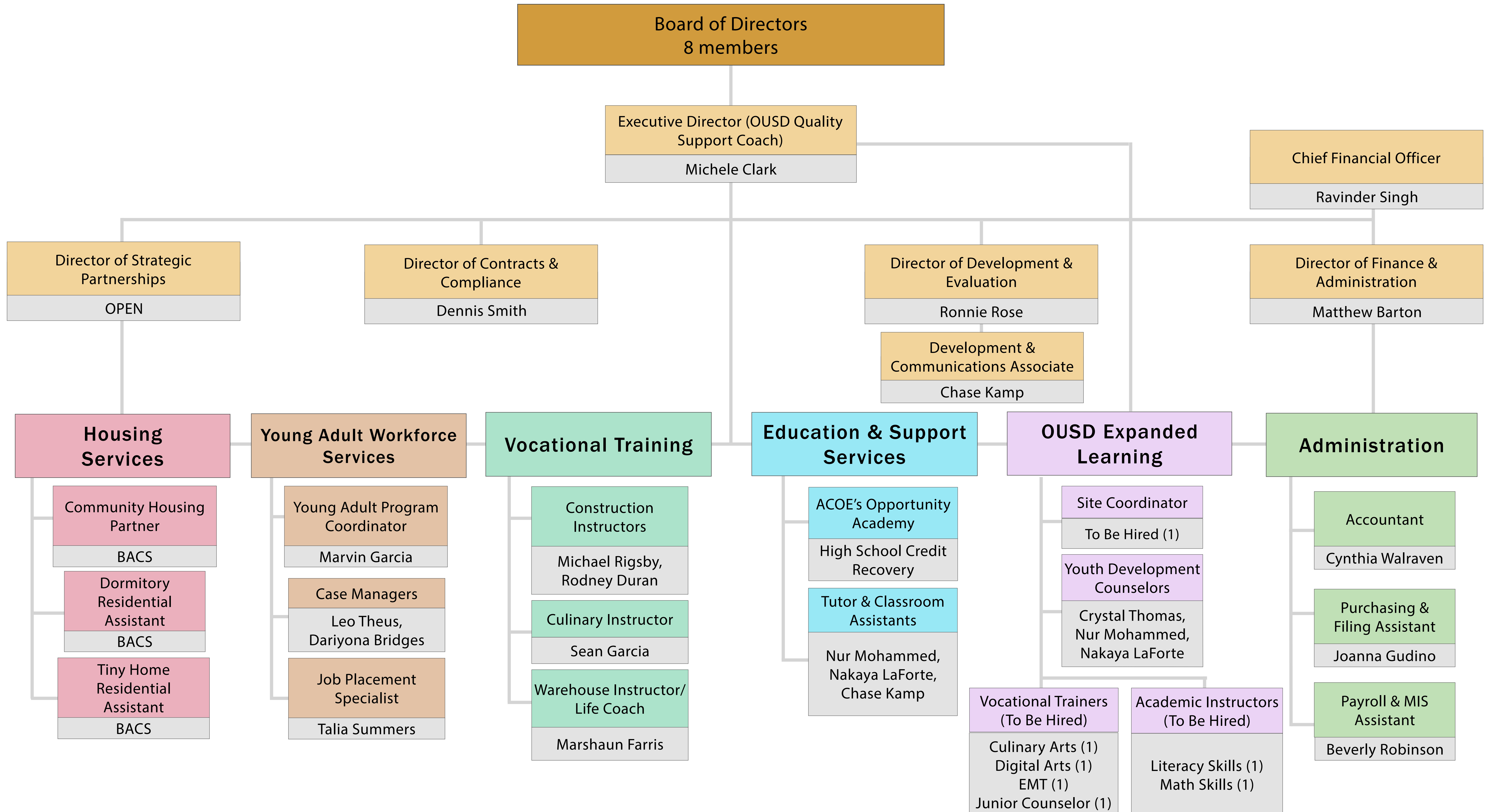
Notes:

- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- 2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.



The Youth Employment Partnership, Inc.

Organizational Chart 2022





Citibank CBO Services 003
P.O. Box 6201
Sioux Falls, SD 57117-6201

00031040 BB CCC 304 JSW3#5IC XL1 0SI 0

001/R121F013

094
CITIBANK, N. A.
Account
203285648
Statement Period
Oct 1 - Oct 31, 2022
Relationship Manager
US SERVICE CENTER
1-877-528-0990

00004211
S110

THE YOUTH EMPLOYMENT
PARTNERSHIP, INC.
2300 INTERNATIONAL BLVD
OAKLAND CA 94601



CitiBusiness® ACCOUNT AS OF OCTOBER 31, 2022

Relationship Summary:

Checking	\$800,261.84
Savings	-----
Checking Plus	-----

Checking	Balance
CitiBusiness Streamlined Checking 0203285648	\$2,335.42
CitiBusiness Streamlined Checking 0203285663	\$14,303.01
CitiBusiness Streamlined Checking 0203285671	\$783,623.41
Total Checking at Citibank	\$800,261.84

SERVICE CHARGE SUMMARY FROM SEPTEMBER 1, 2022 THRU SEPTEMBER 30, 2022

Type of Charge	No./Units	Price/Unit	Amount
STREAMLINED CHECKING # 203285648			
Average Daily Collected Balance			\$96,084.34
DEPOSIT SERVICES			
CHECKS, DEP ITEMS/TICKETS, ACH	3	.4500	1.35
**WAIVE			
Total Charges for Services			\$0.00
Net Service Charge			\$0.00
STREAMLINED CHECKING # 203285663			
Average Daily Collected Balance			\$14,494.89
DEPOSIT SERVICES			
CHECKS, DEP ITEMS/TICKETS, ACH	1	.4500	0.45
**WAIVE			
Total Charges for Services			\$0.00
Net Service Charge			\$0.00
STREAMLINED CHECKING # 203285671			
Average Daily Collected Balance			\$405,309.25
DEPOSIT SERVICES			
CHECKS, DEP ITEMS/TICKETS, ACH	104	.4500	46.80
**WAIVE			
Total Charges for Services			\$0.00
Net Service Charge			\$0.00

0-0
4211
EDLR466H 1076 0526 CFM033 38 221101 PAGE 00001 OF 00012



Beneficial State Bank

2002 NE MLK Jr. Blvd., Portland, OR 97212

October 31, 2022

Page 1 OF 1

RETURN SERVICE REQUESTED

113071-03A**006408



YOUTH EMPLOYMENT PARTNERSHIP, INC

2300 INTERNATIONAL BLVD

OAKLAND CA 94601-1019

Managing Your Accounts



www.beneficialstatebank.com



Phone Number: 888-326-2265



Mailing Address: 2002 NE MLK Jr. Blvd.
Portland, OR 97212



beneficialstatebank.com/personal/contact-us

Business Money Market

Account Number 300001363 D

Statement Summary

Beginning Balance	9/30/22	258,480.56
Deposits/Credits	1 Credits	1,004,080.49
Checks/Debits	0 Debits	.00
Interest Paid		203.65
Ending Balance	10/31/22	1,262,764.70
Interest Rate		0.57%
Annual Percentage Yield Earned		0.57%

Credits/Deposits

Date	Amount	Description
10/27	1,004,080.49	Cdars Transfer
10/31	203.65	Interest Deposited

Daily Balance Information

Date	Balance	Date	Balance
Beginning Balance	258,480.56		
10/27	1,262,561.05	10/31	1,262,764.70

Beneficial State Bank is a certified B Corp committed to empowering people, serving the planet, and creating prosperity for all.

Member FDIC Equal Housing Lender

beneficialstatebank.com | 888-326-2265



00019919

P.O. Box 15284
Wilmington, DE 19850

Business Advantage

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

AO 1115 0 145 888 08341 #01 AV 0.455

YOUTH EMPLOYMENT PARTNERSHIP
2300 INTERNATIONAL BLVD
OAKLAND, CA 94601-1019

Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Business Advantage Savings

for October 1, 2022 to October 31, 2022

Account number: 3251 6877 0847

YOUTH EMPLOYMENT PARTNERSHIP

Account summary

Beginning balance on October 1, 2022	\$250,007.45
Deposits and other credits	2.12
Withdrawals and other debits	-0.00
Service fees	-0.00
Ending balance on October 31, 2022	\$250,009.57

of deposits/credits: 1
 # of withdrawals/debits: 0
 # of days in cycle: 31
 Average ledger balance: \$250,007.51
 Average collected balance: \$250,007.51

Annual Percentage Yield Earned this statement period: 0.01%.
Interest Paid Year To Date: \$11.28.



YOUTH EMPLOYMENT PARTNERSHIP | Account # 3251 6877 0847 | October 1, 2022 to October 31, 2022

Deposits and other credits

Date	Description	Amount
10/31/22	Interest Earned	2.12
Total deposits and other credits		\$2.12

Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)
10/01	250,007.45	10/31	250,009.57



BANK OF AMERICA BUSINESS ADVANTAGE

Security you can see

Our security meter lets you visualize your account security and moves up as you take additional steps to help protect your account.

Visit the Security Center in Business Advantage 360, our online and mobile banking platform, to see your security level today. To learn more, scan this code or visit bofa.com/SecurityCenter.

Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.



SSM-06-22-0009A | 4762393



Bridge Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

00000725-0001847-0001-0002-TIMR8007751002229034

THE YOUTH EMPLOYMENT
PARTNERSHIP INC
2300 INTERNATIONAL BLVD
OAKLAND CA 94601-1019

Last statement: August 31, 2022
This statement: September 30, 2022
Total days in statement period: 30

Page 1
XXXXXX1989
(0)

Direct inquiries to:
866-540-0467

Bridge Bank
1951 Webster Street
Oakland CA 94612

THANK YOU FOR BANKING WITH US!

Business Money Market

Account number	XXXXXX1989	Beginning balance	\$204,415.48
Low balance	\$204,415.48	Total additions	67.20
Average balance	\$204,415.48	Total subtractions	0.00
Avg collected balance	\$204,415	Ending balance	\$204,482.68
Interest paid year to date	\$270.38		

CREDITS

Date	Description	Additions
09-30	Interest Credit	67.20

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
08-31	204,415.48	09-30	204,482.68		

INTEREST INFORMATION

Annual percentage yield earned	0.40%
Interest-bearing days	30
Average balance for APY	\$204,415.48
Interest earned	\$67.20

00000725-0001847-0001-0002-TIMR8007751002229034(00000725)-000001849



Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020

Department of the Treasury
Internal Revenue Service

▶ 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.

Open to Public Inspection

A For the **2020** calendar year, or tax year beginning **10/01**, **2020**, and ending **9/30**, **2021**

B Check if applicable:	C	D Employer identification number
<input type="checkbox"/> Address change	YOUTH EMPLOYMENT PARTNERSHIP, INC 2300 INTERNATIONAL BOULEVARD OAKLAND, CA 94601	94-2517075
<input type="checkbox"/> Name change		E Telephone number
<input type="checkbox"/> Initial return		510-533-3447
<input type="checkbox"/> Final return/terminated		G Gross receipts \$
<input type="checkbox"/> Amended return		5,907,987.
<input type="checkbox"/> Application pending	F Name and address of principal officer:	H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If "No," attach a list. See instructions</small>
SAME AS C ABOVE		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.YEP.ORG		
K Form of organization:	<input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	L Year of formation: 1973 M State of legal domicile:

Part I Summary

	1 Briefly describe the organization's mission or most significant activities: <u>SEE SCHEDULE O</u>			
Activities & Governance	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		8
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4		8
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5		45
	6 Total number of volunteers (estimate if necessary)	6		0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a		0.
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b		0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	3,713,103.	Prior Year	5,410,943.
	9 Program service revenue (Part VIII, line 2g)	113,194.	Current Year	218,109.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,441.		735.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)			278,200.
	12 Total revenue -- add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,827,738.		5,907,987.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)			
	14 Benefits paid to or for members (Part IX, column (A), line 4)			
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	2,355,239.		2,527,428.
	16a Professional fundraising fees (Part IX, column (A), line 11e)			
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 85,068.			
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	763,092.		942,973.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	3,118,331.		3,470,401.	
19 Revenue less expenses. Subtract line 18 from line 12	709,407.		2,437,586.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	6,333,612.	Beginning of Current Year	8,644,425.
	21 Total liabilities (Part X, line 26)	927,626.	End of Year	800,853.
	22 Net assets or fund balances. Subtract line 21 from line 20	5,405,986.		7,843,572.

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	Date
	MICHELE CLARK <small>Type or print name and title</small>	EXECUTIVE DIRECTOR

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	RAVINDER SINGH, CPA	RAVINDER SINGH, CPA	7/25/22		P00536788
	Firm's name	Firm's address		Firm's EIN ▶	Phone no.
	GRANT & SMITH, LLP	333 HEGENBERGER ROAD, SUITE 325 OAKLAND, CA 94621		94-3169649	(510) 832-0257

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

Part III Statement of Program Service Accomplishments

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

1 Briefly describe the organization's mission:

SEE SCHEDULE O

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 [X] 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 [X] 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 \$ 592,827. including grants of \$) (Revenue \$)

C10 - OAKLAND UNITE YOUTH

4b (Code:) (Expenses \$ 410,966. including grants of \$) (Revenue \$)

DOL - YOUTH BUILD # 2

4c (Code:) (Expenses \$ 326,595. including grants of \$) (Revenue \$)

A3-OFCY

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

(Expenses \$ 1,866,985. including grants of \$) (Revenue \$)

4e Total program service expenses 3,197,373.

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules (continued)

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

Part V Statements Regarding Other IRS Filings and Tax Compliance

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

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

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

		Yes	No
2 a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return.		
	2 a 45		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
3 a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O.		
4 a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If 'Yes,' enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5 a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T?		
6 a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7 Organizations that may receive deductible contributions under section 170(c).			
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If 'Yes,' indicate the number of Forms 8282 filed during the year.		
	7 d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12.		
	10 a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities.		
	10 b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders		
	11 a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
	11 b		
12 a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year.		
	12 b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state?		
	13 a		
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans.		
	13 b		
c	Enter the amount of reserves on hand		
	13 c		
14 a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O.		
	14 b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?		X
If 'Yes,' see instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?		X
If 'Yes,' complete Form 4720, Schedule O.			

Part VI Governance, Management, and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

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

Section A. Governing Body and Management

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

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

		Yes	No
10 a	Did the organization have local chapters, branches, or affiliates?		X
10 b	If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11 a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		X
12 a	Describe in Schedule O the process, if any, used by the organization to review this Form 990. SEE SCHEDULE O		
12 a	Did the organization have a written conflict of interest policy? If 'No,' go to line 13.	X	
12 b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		X
12 c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done.		X
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15 a	The organization's CEO, Executive Director, or top management official.	X	
15 b	Other officers or key employees of the organization.	X	
	If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions).		
16 a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16 b	If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed ▶ CA
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. SEE SCHEDULE O
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records ▶
 RAVINDER SINGH 2300 INTERNATIONAL BOULEVARD OAKLAND CA 94601 510-533-3347

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

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

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) MICHELE CLARK EXECUTIVE DIR.	40 0	X						207,100.	0.	0.
(2) MARSHA MURRINGTON DIRECTOR	1 0	X						0.	0.	0.
(3) SERGIO GIANNONI DIRECTOR	1 0	X						0.	0.	0.
(4) MICHAEL HANNIGAN DIRECTOR	1 0	X						0.	0.	0.
(5) DWAYNE JONES DIRECTOR	1 0	X						0.	0.	0.
(6) ADRIAN KIRK DIRECTOR	1 0	X						0.	0.	0.
(7) JOFFA DALE PRESIDENT	1 0			X				0.	0.	0.
(8) ALMA AZARCON SECRETARY	1 0			X				0.	0.	0.
(9) ROBERT MARCIAL DIRECTOR	1 0			X				0.	0.	0.
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(15) -----									
(16) -----									
(17) -----									
(18) -----									
(19) -----									
(20) -----									
(21) -----									
(22) -----									
(23) -----									
(24) -----									
(25) -----									
1 b Subtotal						207,100.	0.	0.	
c Total from continuation sheets to Part VII, Section A						0.	0.	0.	
d Total (add lines 1b and 1c)						207,100.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶ 1

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual.</i>	3	X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes,' complete Schedule J for such individual.</i>	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person.</i>	5	X

Section B. Independent Contractors

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

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

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

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514		
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns.....	1 a					
	b Membership dues.....	1 b					
	c Fundraising events.....	1 c					
	d Related organizations.....	1 d					
	e Government grants (contributions)....	1 e	3,227,837.				
	f All other contributions, gifts, grants, and similar amounts not included above. ...	1 f	2,183,106.				
	g Noncash contributions included in lines 1a-1f.....	1 g					
	h Total. Add lines 1a-1f..... ▶		5,410,943.				
	Program Service Revenue	2 a <u>COFFEE SHOP</u>	Business Code 900099	218,109.	218,109.		
b							
c							
d							
e							
f All other program service revenue ...							
g Total. Add lines 2a-2f..... ▶			218,109.				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)..... ▶		735.		735.		
	4 Income from investment of tax-exempt bond proceeds ▶						
	5 Royalties..... ▶						
	6 a Gross rents.....	6 a	(i) Real				
			(ii) Personal				
			6 b Less: rental expenses	6 b			
			6 c Rental income or (loss)	6 c			
	d Net rental income or (loss)..... ▶						
	7 a Gross amount from sales of assets other than inventory	7 a	(i) Securities				
			(ii) Other				
			7 b Less: cost or other basis and sales expenses	7 b			
			7 c Gain or (loss).....	7 c			
	d Net gain or (loss)..... ▶						
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18.....	8 a					
8 b Less: direct expenses.....			8 b				
c Net income or (loss) from fundraising events..... ▶							
9 a Gross income from gaming activities. See Part IV, line 19.....	9 a						
		9 b Less: direct expenses.....	9 b				
		c Net income or (loss) from gaming activities..... ▶					
10 a Gross sales of inventory, less..... returns and allowances.....	10 a						
		10 b Less: cost of goods sold....	10 b				
		c Net income or (loss) from sales of inventory..... ▶					
Miscellaneous Revenue	11 a <u>PPP FORGIVENESS</u>	Business Code 900099	278,200.	278,200.			
	b						
	c						
	d All other revenue.....						
	e Total. Add lines 11a-11d..... ▶		278,200.				
12 Total revenue. See instructions..... ▶		5,907,987.	496,309.	0.	735.		

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	207,100.	0.	0.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).	1,253,614.	1,187,686.	187,960.	85,068.
7 Other salaries and wages.	680,299.	680,299.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).				
9 Other employee benefits.	386,415.	386,415.		
10 Payroll taxes.				
11 Fees for services (nonemployees):				
a Management.				
b Legal.				
c Accounting.				
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	152,082.	152,082.		
12 Advertising and promotion.	5,006.	5,006.		
13 Office expenses.				
14 Information technology.				
15 Royalties.				
16 Occupancy.				
17 Travel.	371.	371.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.				
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.	119,280.	119,280.		
23 Insurance.	42,974.	42,974.		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>SUB CONTRACTORS</u>	157,801.	157,801.		
b <u>RENOVATION</u>	136,843.	136,843.		
c <u>JANITOR</u>	79,051.	79,051.		
d <u>TELECOMMUNICATIONS</u>	68,338.	68,338.		
e All other expenses.	181,227.	181,227.		
25 Total functional expenses. Add lines 1 through 24e.	3,470,401.	3,197,373.	187,960.	85,068.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

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

		(A)		(B)
		Beginning of year		End of year
Assets	1 Cash – non-interest-bearing	1,976,987.	1	2,817,694.
	2 Savings and temporary cash investments	12,574.	2	12,575.
	3 Pledges and grants receivable, net	1,788,999.	3	2,094,862.
	4 Accounts receivable, net	1,781.	4	1,781.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	51,892.	9	94,987.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 5,142,625.		
	b Less: accumulated depreciation	10b 1,529,787.	2,496,193.	10c 3,612,838.
	11 Investments – publicly traded securities		11	
	12 Investments – other securities. See Part IV, line 11		12	
	13 Investments – program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	5,186.	15	9,688.
16 Total assets. Add lines 1 through 15 (must equal line 33)	6,333,612.	16	8,644,425.	
Liabilities	17 Accounts payable and accrued expenses	791,455.	17	578,538.
	18 Grants payable		18	
	19 Deferred revenue	92,416.	19	178,560.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	43,755.	25	43,755.
	26 Total liabilities. Add lines 17 through 25	927,626.	26	800,853.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	4,455,986.	27	6,010,739.
	28 Net assets with donor restrictions	950,000.	28	1,832,833.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	5,405,986.	32	7,843,572.
33 Total liabilities and net assets/fund balances	6,333,612.	33	8,644,425.	

Part XI Reconciliation of Net Assets

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	5,907,987.
2	Total expenses (must equal Part IX, column (A), line 25)	2	3,470,401.
3	Revenue less expenses. Subtract line 2 from line 1	3	2,437,586.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	5,405,986.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	7,843,572.

Part XII Financial Statements and Reporting

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

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.		
2 a	Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2 b	Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2 c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3 a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3 b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

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

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization YOUTH EMPLOYMENT PARTNERSHIP, INC	Employer identification number 94-2517075
--	---

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)	3,277,497.	3,264,658.	3,440,404.	3,713,103.	5,410,943.	19,106,605.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0.
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0.
4 Total. Add lines 1 through 3	3,277,497.	3,264,658.	3,440,404.	3,713,103.	5,410,943.	19,106,605.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						0.
6 Public support. Subtract line 5 from line 4						19,106,605.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	3,277,497.	3,264,658.	3,440,404.	3,713,103.	5,410,943.	19,106,605.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	7,038.	6,553.	5,976.	1,441.	303.	21,311.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0.
10 Other income. Do not include gain or loss from the sale of capital assets. (Explain in Part VI.) SEE PART VI	224,340.	99,738.	123,137.	113,194.	496,741.	1,057,150.
11 Total support. Add lines 7 through 10						20,185,066.
12 Gross receipts from related activities, etc. (see instructions)					12	0.

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

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f))	14	94.66 %
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	95.18 %

16a **33-1/3% support test—2020.** If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization.

b **33-1/3% support test—2019.** If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization.

17a **10%-facts-and-circumstances test—2020.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization.

b **10%-facts-and-circumstances test—2019.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization.

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions.

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.).....						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose.....						
3 Gross receipts from activities that are not an unrelated trade or business under section 513.						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.....						
5 The value of services or facilities furnished by a governmental unit to the organization without charge...						
6 Total. Add lines 1 through 5...						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons.....						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.....						
c Add lines 7a and 7b.....						
8 Public support. (Subtract line 7c from line 6.).....						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6.....						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.....						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975..						
c Add lines 10a and 10b.....						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on.....						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.).....						
13 Total support. (Add lines 9, 10c, 11, and 12.).....						

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

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f)).....	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15.....	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f)).....	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17.....	18	%

19a 33-1/3% support tests—2020. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization..... ▶

b 33-1/3% support tests—2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization.... ▶

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

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

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

Part IV Supporting Organizations (continued)

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

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

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

Section D. All Type III Supporting Organizations

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

Section E. Type III Functionally Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
 - a** The organization satisfied the Activities Test. Complete **line 2** below.
 - b** The organization is the parent of each of its supported organizations. Complete **line 3** below.
 - c** The organization supported a governmental entity. Describe in **Part VI** how you supported a governmental entity (see instructions).

2 Activities Test. Answer lines 2a and 2b below.

	Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a	
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b	
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If 'Yes' or 'No,' provide details in Part VI .	3a	
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If 'Yes,' describe in Part VI the role played by the organization in this regard.	3b	

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

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

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

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

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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

Section D – Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required – provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2020 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required – explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015.....			
b From 2016.....			
c From 2017.....			
d From 2018.....			
e From 2019.....			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016.....			
b Excess from 2017.....			
c Excess from 2018.....			
d Excess from 2019.....			
e Excess from 2020.....			

BAA

Schedule A (Form 990 or 990-EZ) 2020

Part VI

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

PART II, LINE 10 - OTHER INCOME

NATURE AND SOURCE	2020	2019	2018	2017	2016
TOTAL	\$ 496,741.	\$ 113,194.	\$ 123,137.	\$ 99,738.	\$ 224,340.
	<u>\$ 496,741.</u>	<u>\$ 113,194.</u>	<u>\$ 123,137.</u>	<u>\$ 99,738.</u>	<u>\$ 224,340.</u>



THE YOUTH EMPLOYMENT PARTNERSHIP, INC.

Position: OUSD Expanded Learning Site Coordinator

WHO WE ARE

The mission of YEP is to improve the employment and education outcomes for Oakland youth and young adults (ages 14-24) impacted by poverty, foster care, homelessness, the criminal justice system, school underachievement and other barriers to work by providing transformative job training, critical skill building, transitional housing, and contextualized education paired with work experience in living classrooms.

YEP operates one of the highest performing youth workforce development programs in the San Francisco Bay Area, serving 500-600 young people each year. We are recognized not only locally, but also by public systems leaders at the state and national level for our preeminent programming, and in particular, our ability to support youth and young adults with barriers in their journey to reaching their potential through excellent education and employment outcomes.

YEP's 26,000 square foot training facility, located in the lower San Antonio neighborhood in Oakland, houses a fully-equipped construction workshop, commercial kitchen, warehouse, computer lab, five classrooms, tiny home community, and alternative education credit recovery high school—all of which were designed and built by youth in our construction training program. Additionally, YEP is constructing a three-story, 30-unit supportive housing dormitory across the street for homeless and housing insecure young adults who want to continue in postsecondary education and training.

Since 1973, YEP has trained more than 34,000 youth and young adults, with more than 85% completing the program and 75% advancing in education and/or employment.

For more information visit www.yep.org. Watch our video overview: <https://vimeo.com/755269865>

KEY RESPONSIBILITIES

YEP is seeking a full-time in-person Site Coordinator for its Summer 2023 Expanded Learning Program in partnership with Oakland Unified School District. The Site Coordinator will act as point-of-contact for OUSD and oversee program staff, activities, and implementation at YEP.

As a provider for the OUSD Expanded Learning Office, YEP will be providing a nine-hour weekday education and enrichment program for youth entering high school involving job readiness training, academic assistance, vocational skill building, physical activities and field trips. Along with the rest of YEP program leadership, the Site Coordinator will work collaboratively with OUSD leadership and summer school principal on summer program design; program outreach and enrollment; and coordination/alignment between district academic and enrichment program elements.

On a day-to-day basis, the Site Coordinator will oversee four Youth Development Counselors, four Vocational Trainers, and two Educational Instructors in meeting program goals, maintaining orderly conduct, and maximizing attendance. The Site Coordinator will report regularly to YEP's Quality Support Coach, along with leadership at the OUSD Expanded Learning Office. The Site Coordinator will also participate in summer trainings detailed in the lead agency Google calendar.

WORK EXPERIENCE QUALIFICATIONS

All candidates must possess the following:

- B.A. or B.S. degree
- Serious commitment to working with at-risk youth and young adults
- Strong organization and problem-solving
- Ability to multi-task at an extraordinarily high level
- Ability to thrive in a high energy, demanding work environment
- Sensitivity to the needs of our client population and maintain clear counselor/client boundaries
- Strong, demonstrated work ethic
- Strong public speaking, verbal, and written communication skills

THE YOUTH EMPLOYMENT PARTNERSHIP, INC.

Position: OUSD Expanded Learning Site Coordinator

- Comfort working in a non-profit environment (i.e., large workforce training warehouse in the Oakland flatlands)
- Serious dedication to bettering the lives of underserved and systems-impacted youth in the Oakland community

This position is also contingent upon your ability to:

- 1) Pass a FBI and CA DOJ fingerprint clearance and background check
- 2) Provide proof of vaccination against COVID-19
- 3) Provide proof of tuberculosis screening within the last two years
- 4) Attain First aid, concussion, and CPR certification

COMPENSATION

- **Salary:** \$34.38 per hour.
- **Benefits:**

- 1) **Health and Welfare: The Director of Strategic Partnerships** receives all benefits required by law and an additional 18% of their gross-monthly salary in a cafeteria-style flexible health, dental, vision, and wellness benefit plan (of which 2% must be used for mental health support). For example, annual salary is \$60,000 x 18% per month=\$900.00 in monthly flexible benefits (e.g., health insurance, child care, gym membership, therapy).
- 2) **Education:** YEP Employees are eligible to receive up to \$8,000 per year (\$4,000 per semester) in education reimbursement for pursuing further education. Reimbursement eligibility applies to new coursework and not old student loans. For coursework not directly related to your YEP role and responsibilities, a max of \$4,000 per year (50%) is applicable.
- 3) **Retirement:** YEP has a 403b plan available for all employees to make voluntary contributions. YEP offers a match of \$2,000 for all employees that contribute at least \$2,000 in the calendar year.
- 4) **Life Insurance:** Employee are automatically enrolled in YEP's life insurance with a \$50,000 policy.
- 5) **Employee Assistance Program (EAP):** YEP staff have access to the EAP, which connects employees with local mental health professionals and offers 24/7 free access to counseling and advice (e.g., legal, family, financial) via phone line, plus an initial assessment and the first 3 therapy sessions free of charge.

PAID TIME OFF

The **Site Coordinator** receives 15 paid holidays and 2 personal days annually, along with sick leave and vacation time.

TO APPLY

Please submit a 1) **COVER LETTER** and 2) **RESUME**

Applications without a cover letter will not be considered.

No phone calls, please.

EQUAL OPPORTUNITY: The Youth Employment Partnership, Inc. actively seeks to hire, promote, and provide services to individuals without regard to race, creed, color, gender, sexual orientation, disability, marital status, veteran status, national origin or age. If you need accommodations, please contact YEP.



THE YOUTH EMPLOYMENT PARTNERSHIP, INC.

Position: OUSD Expanded Learning Academic Instructor

WHO WE ARE

The mission of YEP is to improve the employment and education outcomes for Oakland youth and young adults (ages 14-24) impacted by poverty, foster care, homelessness, the criminal justice system, school underachievement and other barriers to work by providing transformative job training, critical skill building, transitional housing, and contextualized education paired with work experience in living classrooms.

YEP operates one of the highest performing youth workforce development programs in the San Francisco Bay Area, serving 500-600 young people each year. We are recognized not only locally, but also by public systems leaders at the state and national level for our preeminent programming, and in particular, our ability to support youth and young adults with barriers in their journey to reaching their potential through excellent education and employment outcomes.

YEP's 26,000 square foot training facility, located in the lower San Antonio neighborhood in Oakland, houses a fully-equipped construction workshop, commercial kitchen, warehouse, computer lab, five classrooms, tiny home community, and alternative education credit recovery high school—all of which were designed and built by youth in our construction training program. Additionally, YEP is constructing a three-story, 30-unit supportive housing dormitory across the street for homeless and housing insecure young adults who want to continue in postsecondary education and training.

Since 1973, YEP has trained more than 34,000 youth and young adults, with more than 85% completing the program and 75% advancing in education and/or employment.

For more information visit www.yep.org. Watch our video overview: <https://vimeo.com/755269865>

KEY RESPONSIBILITIES

As part of our summer expanded learning program for students entering ninth grade, in partnership with Oakland Unified School District (OUSD), YEP is seeking two (2) part-time academic instructors: one for Mathematics, and one for Academic Literacy (Reading & Writing). The five-week program includes four 90-minute periods of instruction from 9:30am to 4:30pm, with no more than 15 students per classroom, at YEP's workforce training warehouse located at 2300 International Boulevard in Oakland.

Instructors will perform 30 hours per week of instruction on a forthcoming curriculum from the OUSD Expanded Learning Office. Educational programming is aimed at retention and reinforcement of fundamental academic skills in preparation for high school entrance and success.

WORK EXPERIENCE QUALIFICATIONS

All candidates must possess the following:

- B.A. or B.S. degree and a California teaching credential authorizing instruction in core curriculum
- Serious commitment to working with at-risk youth and young adults
- Serious dedication to bettering the lives of underserved and systems-impacted youth in the Oakland community
- Commitment to building and maintaining caring relationships with students and families
- Holding high expectations for all students through a persistent asset-based lens of what students can do
- Commitment to creating more equitable conditions in public schools
- Active development as an anti-racist educator by investing time in self-reflection, listening and incorporating feedback from students, their families, other educators, and school leaders
- Strong public speaking, verbal, and written communication skills

THE YOUTH EMPLOYMENT PARTNERSHIP, INC.
Position: OUSD Expanded Learning Academic Instructor

- Comfort working in a non-profit environment (i.e., large workforce training warehouse in the Oakland flatlands)

This position is also contingent upon your ability to:

- 1) Pass a FBI and CA DOJ fingerprint clearance and background check
- 2) Provide proof of vaccination against COVID-19
- 3) Provide proof of tuberculosis screening within the last two years
- 4) Attain First aid, concussion, and CPR certification

COMPENSATION

- **Salary:** \$37.00 per hour.

TO APPLY

Please submit a 1) **COVER LETTER** and 2) **RESUME** and 3) **TWO CURRENT PROFESSIONAL REFERENCES, including from a Supervisor.**

Applications without a cover letter will not be considered.

No phone calls, please.

EQUAL OPPORTUNITY: The Youth Employment Partnership, Inc. actively seeks to hire, promote, and provide services to individuals without regard to race, creed, color, gender, sexual orientation, disability, marital status, veteran status, national origin or age. If you need accommodations, please contact YEP.

ATLANTA GA 39901-0001

In reply refer to: 0752264594
Sep. 24, 2014 LTR 4168C 0
94-2517075 000000 00

00032503
BODC: TE

YOUTH EMPLOYMENT PARTNERSHIP INC
2300 INTERNATIONAL BOULEVARD
OAKLAND CA 94601

135493

Employer Identification Number: 94-2517075
Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Sep. 15, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in DECEMBER 1986.

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.



The Youth Employment Partnership, Inc.

Serving youth and young adults

December 9, 2022

Oakland Unified School District
Attn: Procurement Department
900 High Street, 2nd Floor
Oakland, CA 94601

To the OUSD Procurement Department:

As the authorized representative for The Youth Employment Partnership, Inc. (YEP), I am writing this cover letter to formally obligate YEP to perform the commitments contained in this proposal for *RFP No. 22-129CSSS: Expanded Learning for Summer Learning and Intersession*. YEP is willing, qualified, and able to perform the outlined commitments described herein.

Sincerely,

A handwritten signature in blue ink that reads "Michele Clark".

Michele Clark
Executive Director



City of Oakland – Human Services Department
Oakland Fund for Children and Youth



November 30, 2022

Michele Clark, Executive Director
Youth Employment Partnership, Inc.
2300 International Blvd.
Oakland, CA 94601

Dear Ms. Clark:

On behalf of Oakland Fund for Children and Youth (OFCY), I would like to express my support for The Youth Employment Partnership, Inc. (YEP) in its bid for the Oakland Unified School District (OUSD) Department of Expanded Learning Grant for Summer Learning and Intersession (RFP 22-129CSSS).

Established in 1996 after the passage of the Kids First! Initiative, OFCY provides direct services to youth under 21 years of age from the city's unrestricted general fund. OFCY funding is intentionally leveraged with other public and philanthropic efforts to address the holistic needs of children and youth and to contribute toward shared city-wide goals for children, youth, and families. OFCY's investments are rooted in racial equity and designed to address racial and socioeconomic disparities in order to support the vision "that all Oakland children and youth will be supported by the community to thrive."

OFCY has granted funding to YEP's Summer Jobs Program for nearly two decades. YEP's program aims to recruit and enroll Oakland flatlands youth, with an emphasis on those Oakland teens that are not thriving in high school, need to attend summer school, or have stopped attending high school. The comprehensive program includes education, work, and life supports with placement in meaningful employment at YEP and elsewhere beneficial to a first-time job experience. Over the 2020 and 2021 summer programs, YEP served over 160 youth, nearly 90% who were Black or Latinx, and provided over 15,000 service hours of hands-on work experience, job training and professional skill development, despite the difficulties presented by the Covid pandemic. As operations moved closer to pre-pandemic conditions in summer 2022, YEP had 123 youth complete job readiness training with nearly 100 receiving summer job placements, performing over 7,700 hours of employability training classes and work internships.

This letter of support confirms that OFCY would recommend YEP as a reliable service provider for OUSD's expanded-learning summer programs.

Sincerely,

Scott Kim

Scott Kim
Acting Planner



DALZIEL BUILDING • 250 FRANK OGAWA PLAZA, SUITE 3315 • OAKLAND, CALIFORNIA 94612

DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT
OAKLAND WORKFORCE DEVELOPMENT BOARD

(510) 238-3627
FAX: (510) 238-2226

TDD: (510) 238-3254

November 30, 2022

Michele Clark, Executive Director
Youth Employment Partnership, Inc.
2300 International Blvd.
Oakland, CA 94601

Dear Ms. Clark:

On behalf of Oakland Workforce Development Board (OWDB), I would like to express my full support for The Youth Employment Partnership, Inc. (YEP) in its bid for the Oakland Unified School District (OUSD) Department of Expanded Learning Grant for Summer Learning and Intersession (RFP 22-129CSSS).

The OWDB is a 19-member business-led policy and oversight body that oversees employment and training programs and services in the City of Oakland. As the overseer of these programs, OWDB has partnered with YEP on numerous summer and afterschool programs for Oakland youth, as well as out-of-school Opportunity Youth, and, as such, the organization has been a key job training and education provider of OUSD students for several decades. The Summer Youth Employment Program in particular provides Oakland youth opportunities to earn money, gain meaningful work experience and improve their job-readiness skills. The City contracts with YEP to:

- Recruit and enroll youth in the program
- Provide youth with high-quality job-readiness training
- Identify organizations and employers to serve as worksites for youth
- Act as the employer-of-record/fiscal sponsor for youth whose wages are subsidized through the program



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Entering its eighth year in the OWDB Summer Youth Employment Program, in 2022 YEP had over 100 low-income participants from the Oakland flatlands complete over 7,200 work experience hours in addition to completing comprehensive job readiness and financial literacy training. For its year-round Workforce Innovation and Opportunity Act (WIOA) Youth Services program, YEP reported 42 of 50 participants having recovered enough high school credits to obtain their diplomas over the last two years, bolstering their chances of success alongside hands-on vocational training, work experience, and industry-recognized credentials. YEP is also a partner in the recently-launched Oakland Forward program, implementing both year-round and summer education and workforce training programming for youth through city beautification, traffic and pedestrian safety projects, and environmental stewardship.

This **letter of support** confirms that OWDB would recommend YEP as a reliable and transformative service provider for OUSD's expanded learning summer and intercession programs. If I can respond to any questions or provide additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sofia Navarro".

Sofia Navarro

Executive Director

Oakland Workforce Development Board

snavarro@oaklandca.gov

510-238-3474



Alameda County Office of Education

L. K. Monroe
Superintendent

BOARD OF EDUCATION

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Trustee Area 7

November 30, 2022

Michele Clark, Executive Director
Youth Employment Partnership, Inc.
2300 International Blvd.
Oakland, CA 94601

Dear Ms. Clark:

On behalf of Alameda County Office of Education Student Programs and Services (ACOE), I would like to express my full support for The Youth Employment Partnership, Inc. (YEP) in its bid for the *Oakland Unified School District (OUSD) Department of Expanded Learning Grant for Summer Learning and Intersession* (RFP 22-129CSSS).

Over the years ACOE has counted on YEP's success in engaging and supporting extremely high-risk youth in reconnecting with education and becoming productive contributors in the workforce. In 2016, ACOE decided to locate one of its community schools that offers an independent study high school diploma program, Quest Academy, onsite at YEP, in an attempt to leverage their support services, job readiness training program, and employment opportunities. As a result of this partnership, Quest students at YEP graduated at a rate three times that of the alternative education students previously participating in YEP programs.

ACOE, in the fall of 2017, chose to open its first community charter school—Opportunity Academy—at YEP because of the strength of our partnership, our confidence in their ability to support youth to excellent employment outcomes, and our commitment to serving young adults who are full of potential. Opportunity Academy is located onsite at YEP and serves students ages 16 and over who are not in school and not working. The school provides a blended learning model that includes online curriculum, independent subject-specific modules, work-based academics, and classroom-based instruction. As a result, this joint partnership has consistently produced a high number of alternative education high school diplomas for students who left high school prematurely.

This **letter of support** confirms that ACOE would recommend YEP as a reliable service provider for OUSD's expanded-learning summer programs. If I can respond to any questions or provide additional information, please do not hesitate to contact me.

Sincerely,

Monica Vaughan
Chief of Schools
Student Programs and Services
mvaughan@acoe.org

313 W. Winton Ave.
Hayward, California
94544-1136

(510) 887-0152

www.acoe.org



2022 Team Oakland Evaluation Memo

Introduction

The following memo summarizes key findings from the 2022 Team Oakland Evaluation, implemented for the Summer 2022 Team Oakland program. The 2022 Team Oakland Evaluation draws on a streamlined set of the tools developed and implemented in 2021 (see [2021 Team Oakland Evaluation Memo](#)). In Summer 2022, data collection tools and activities were implemented by YEP and Team Oakland staff during program operations.

Program Participants

In total, 126 youth participated in the 2022 Team Oakland program. All participants completed job readiness training (JRT) to prepare for five weeks of subsidized employment on work teams. Over two thirds of program participants identified as Black or African American (67%), followed by Latinx (16%), Multiracial (15%), Asian (2%), and White (1%). Exactly 60% of participants identified as female. Participants came from neighborhoods throughout Oakland with the most participants from 94601 (17%), 94606 (14%), and 94607 (13%).

Work Experience

Of the 126 participants who participated in JRT, 104 youth moved into subsidized work experience.¹ On average, participants in subsidized employment worked 67 hours with 40% working 80% or more of their allotted hours.² Among youth enrolled in subsidized employment, there were no meaningful variations in hours worked by age or gender. However, there were differences by race, with Latinx-identifying youth working an average of 81 hours compared to 64 hours among youth who did not identify as Latinx.

Data Sources and Evaluation Tools

Data sources and evaluation tools for the Summer 2022 Team Oakland program included:

Team Members:

- *Participation and demographic data*: Number of hours worked, race/ethnicity, gender, home zipcode, and age for all Team Oakland participants (126 youth)
- *Pre- and post-surveys*: Capture changes in stewardship practices, environmental awareness, and neighborhood pride. Post-survey measures employability skills, relationship with team leader, plans for the future, and program implementation and satisfaction. Surveys used a 5-point scale, from *strongly disagree* (1) to *strongly agree* (5). Post-survey included a few brief open-ended questions (115 youth completed the

¹ Thirteen youth completed JRT only and did not continue with the program. Nine youth completed the safety training but did not move into subsidized employment. Youth who completed the safety training worked 2 hours and are included in the *Less than 10 hours* group in the Team Member Profile.

² The allotted hours for the 5-week period was 96 hours. 42 youth worked more than 76.8 hours, 80% of the allotted hours. Youth who wanted to work more were able to pick up additional hours and shifts.

pre-survey, 97 completed the post-survey, and 94 completed both the pre- and post-surveys³).

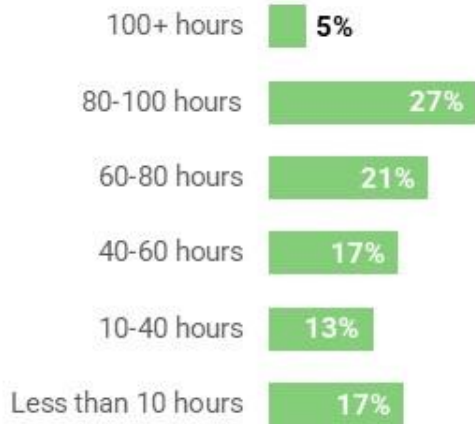
³ Surveys from youth who completed both the pre- and post-survey were used to report on change between the beginning and end of the program. All post-surveys collected were used to report on employability, plans for the future, and program satisfaction. Female participants were significantly less likely to complete the post-survey (68% compared to 90% of male participants).

Profile of Team Members

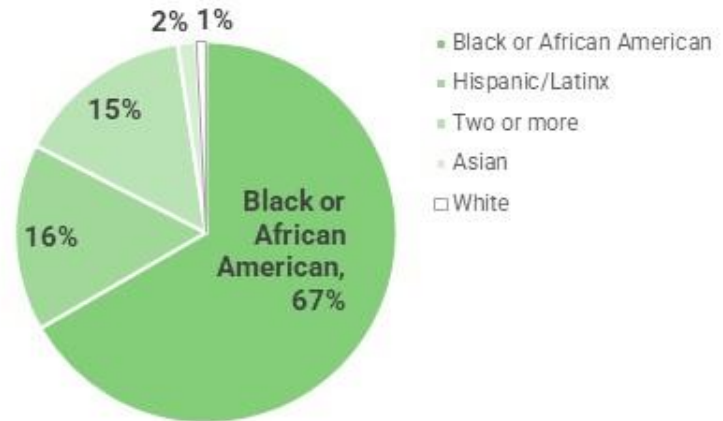
126

 Team Members

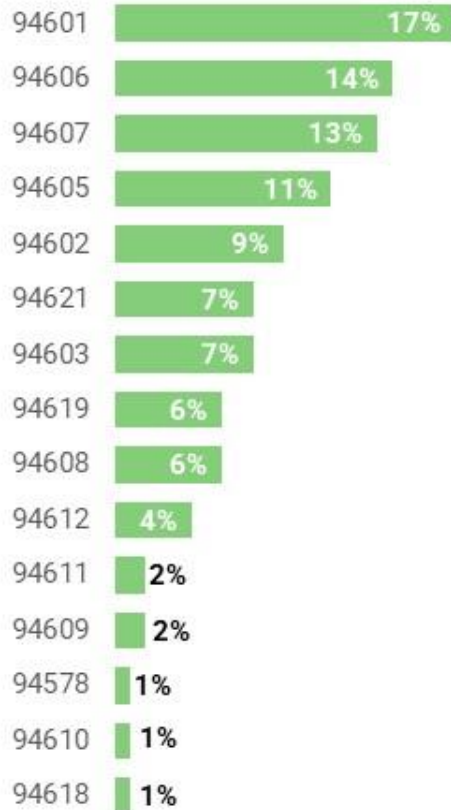
Hours Worked



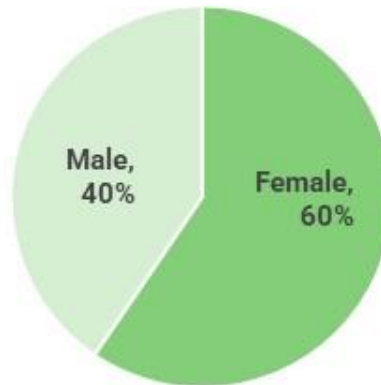
Race/Ethnicity



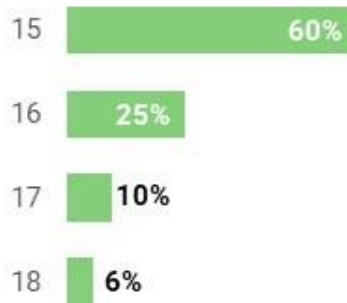
Home Zipcode



Gender



Age



Employability

During job readiness training (JRT) and over the course of the work component of Team Oakland, Team Members developed and strengthened their employability skills. Team members' employability skills were tracked using the Employability Toolkit and questions on the post-survey.

Employability Toolkit:

The employability toolkit consists of 21 key milestones organized around 7⁴ core employability-related topics. Many of the topics and milestones align with specific trainings and workshops offered during job readiness training (JRT) or the work component of Team Oakland:

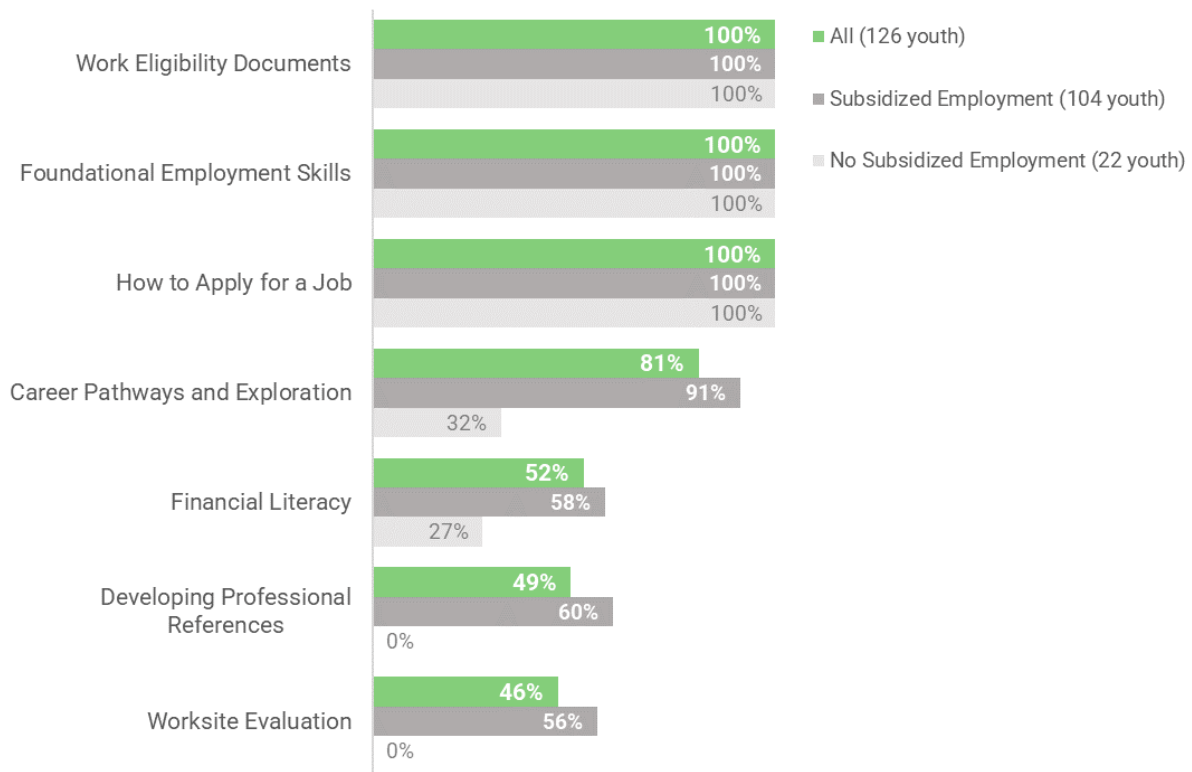
- Work eligibility documents (4 milestones)
- Foundational employment skills (6 milestones)
- Financial literacy (1 milestone)
- How to apply for a job (5 milestones)
- Career pathways and exploration (2 milestones)
- Developing professional references (2 milestones)
- Worksite evaluation (1 milestone)

During Summer 2022, 42 Team Members (33%) completed 100% of the milestones in the Employability Toolkit. Of the Team Members who moved into subsidized employment, 40% completed 100% of the milestones.

Looking at progress by area within the toolkit, all Team Members completed the milestones under Work Eligibility Documents (100%), Foundational Employment Skills (100%), and How to Apply for a Job (100%). On the other end of the spectrum, only 52% of Team Members completed the milestones under Financial Literacy (58% of Team Members in subsidized employment and 27% not in subsidized employment). Milestone completion was higher among Team Members enrolled in subsidized employment in all areas. Only Team Members enrolled in subsidized employment achieved any of the milestones under Developing Professional References and Worksite Evaluation.

⁴ In 2021, resume was included as a core employability related topic with an associated milestone. In 2022, resume was not included in the Employability Toolkit.

Toolkit Milestones Achieved By Topic Area
Percent of Youth Completing Milestones (%)



There were some variations in completing toolkit milestones by characteristics of Team Members:

- *Youth who worked more completed more milestones.* Not surprisingly, Team Members who worked more than 80 hours were significantly more likely to complete milestones. This finding applied across all milestones and in each of the areas where not all youth met all the milestones (Financial Literacy, Career Pathways and Exploration, Developing Professional References, and Worksite Evaluation).
- *Male participants completed more milestones:* Youth identifying as male completed more milestones than female-identifying youth. This difference was significant overall and specifically for Career Pathways and Exploration

There was no variation in completing milestones by age of youth. While there were no major or sustained variations by race/ethnicity, Latinx-identifying youth were more likely to complete Developing Professional References than youth who did not identify as Latinx (70% versus 45%)

In the post-survey, Team Oakland members reflected positively on how Team Oakland strengthened their employability skills and prepared them for success working after the program. Specifically:

- 86% agreed the program taught them how to get along with others in a work setting
- 86% agreed they learned what is expected in a work setting at the program
- 78% agreed they understand the steps it takes to get a job (e.g., interviewing, job search and applying)

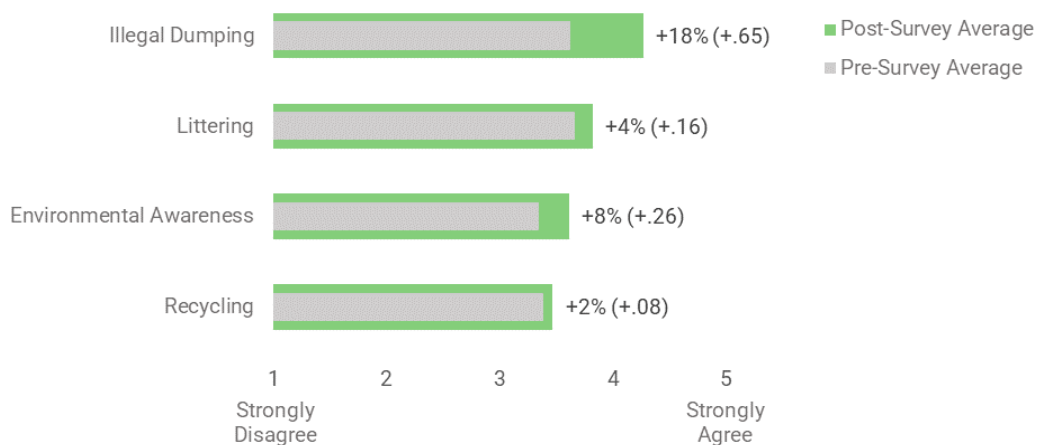
The only significant differences in post-program reflections on changes in employability skills were around learning what is expected in a work setting. Male youth were more likely than female youth to agree that the program taught them what was expected in a work setting (93% versus 78%). Although not significant, African American youth were less likely to agree the program taught them what was expected (81% compared to 94%) and Latinx youth were more likely to agree (100% compared to 83%).

Stewardship Practices and Environmental Awareness

A core focus of the Team Oakland program is on building the stewardship practices and environmental awareness of Team Members. Changes in Team Members’ stewardship practices and environmental awareness were measured with questions related to littering, illegal dumping, environmental awareness, and recycling on the pre- and post-surveys.

From the beginning to the end of the program, the vast majority of ratings and scores for stewardship practices increased.⁵ In particular, there were significant increases in Team Members’ beliefs, perceptions, and actions related to illegal dumping (+18%), environmental awareness (+8%), and littering (+4%). There was a slight but not significant increase in the average score for recycling (+2%), similar to 2021. As in past years, one possible explanation for relatively smaller growth in this area could be that Team Members learned more about recycling practices during the program and became more self-critical and self-aware when completing the post-survey.

Changes in Stewardship Practices and Environmental Awareness



⁵ Average ratings for 13 of the 16 questions on the Team Member survey increased. Two questions remained the same from pre- to post-survey: *I think there's no difference in using plastic, paper, or reusable grocery bags* (2.68) and *I feel I can make a positive difference in my community* (4.13), and one question about recycling decreased: *I usually separate recycling from trash at home*. This question decreased slightly from pre- to post-survey (3.97 to 3.92).

The questions with the greatest increases from pre- to post-survey focused on reporting illegal dumping, business owners taking responsibility for reporting illegal dumping, understanding where the storm drain leads to, and seeing a link between pollution and inequality in Oakland:

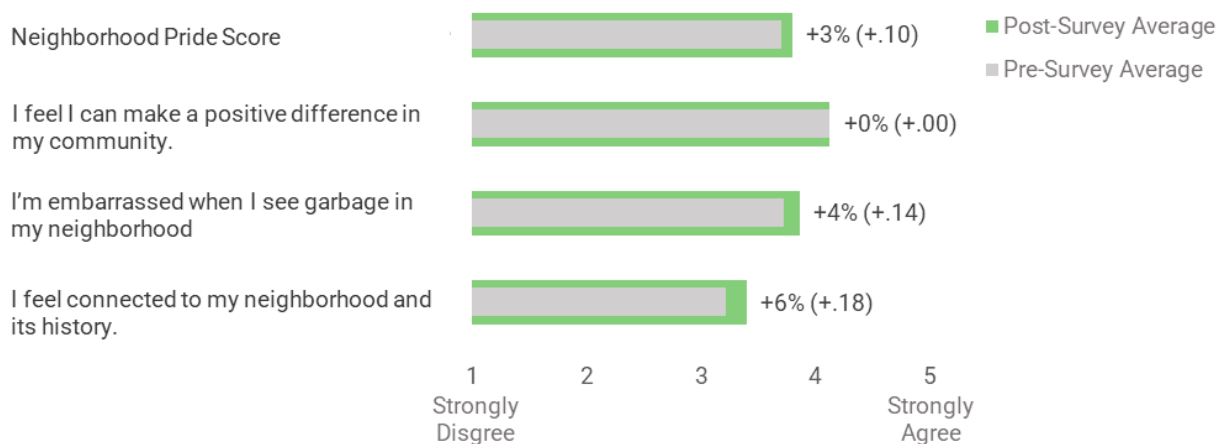
- I know how to report illegal dumping if I see it (Illegal Dumping, +56% average score, increase from 18% to 70% *agree* or *strongly agree*).
- Business owners should report illegal dumping (Illegal Dumping, +9% average score, increase from 76% to 91%).
- I know where water, debris, and garbage that goes into storm drains lead to (Environmental Awareness, +9% average score, increase from 47% to 61% *agree* or *strongly agree*).
- I believe there is a link between pollution and inequality in Oakland (Environmental Awareness, +8% average score, increase from 40% to 54% *agree* or *strongly agree*).

For a detailed table for each question showing the averages, differences, and percent change on the pre- and post-survey along with the percentage of Team Members who *agreed* or *strongly agreed*, please see the appendices. There were no consistent variations in changes in environmental awareness or stewardship practices by hours worked, age, or race/ethnicity.

Neighborhood Pride and Positive Impact on Community

Changes in Team Members’ attitude towards their neighborhood and their perceived ability to have a positive impact were also measured using pre- and post-surveys. There was no significant increase in Team Members’ average neighborhood pride scores or any of the questions measuring neighborhood pride:

Neighborhood Pride and Impact on Community



There were no clear patterns or significant variations in changes in neighborhood pride or impact on the community by hours worked or demographics of Team Members.

Influence of Team Leader

Team Leaders play a unique role in the Team Oakland program. To understand how Team Leaders impacted their team members, the post-survey included questions on how comfortable Team Members felt going to their Team Leaders with problems, whether the Team Leaders learned about their Team Members during the program, and whether Team Members learned about college from their Team Leaders. A solid majority of Team Members felt comfortable going to their Team Leaders and felt their Team Leaders learned about them. However, only 40% agreed or strongly agreed they learned about college from their Team Leader:

- 80% agreed they felt comfortable telling their Team Leader if they had a problem.
- 70% agreed their Team Leaders learned more about them during the program.
- 40% agreed they learned more about college from their Team Leader.

Unlike in 2021, in 2022, there were no significant differences in the influence of the Team Leader by hours worked or demographics of youth.

Plans for the Future

Through job readiness training, workshops, and on-the-job experience, Team Oakland aims to change Team Members' attitudes toward going to school and expand their outlook of different career options. While not as highly rated as employability skills, a solid majority of Team Members agreed the program helped them think about different options. Just under half of Team Members agreed they have a better sense of what they wanted to do in the future because of Team Oakland:

- 67% agreed Team Oakland helped them think about different options for their future
- 48% agreed that they had a better sense of what they wanted to do in the future because of Team Oakland

There was some variation in how the program affected Team Members' plans for the future by Team Member characteristics. Male Team Members were significantly more likely to agree Team Oakland helped them think about their future than female Team Members (63% compared to 35%) as were Latinx-identifying youth compared to other youth (71% compared to 44%).

Program Satisfaction

Overall, Team members were satisfied with their experience in Team Oakland:

- 78% agreed they were glad to be a part of Team Oakland 2022.
- 73% would recommend Team Oakland to their friend

Team Members aged 16 and younger were less likely to agree they were glad to be a part of Team Oakland (74% versus 100%) as were female Team Members (69% versus 89%). Female Team Members were also less likely to recommend Team Oakland to their friends (65% versus 83%).

Reasons for recommending the program included:

- Good job/internship and opportunity to earn money (28 youth)
- Fun, easy, and/or cool job (14)
- Get to know and help the community (10 youth)
- Opportunity to gain experience and learning (9 youth)
- Socializing and meeting people (4 youth)

Program Implementation

Team Members were more likely to agree that the orientation and trainings prepared them to participate in the program and that the workshops taught them things:

- 85% agreed the orientation and trainings prepared them to participate in Team Oakland.
- 65% agreed the workshops taught them things they didn't know before.

There were no differences in Team Members' assessment of program implementation by demographics or number of hours worked.

Reflecting on what they liked best about the program, the most common theme was the social connection, followed by programmatic features of Team Oakland, earning money, and and general experience in the program:

- *Social connection*: Meeting new people, working in teams and coworkers, being with friends and people one's own age (35 youth)
- *Programmatic features*: Field trips, staff, cleaning up, being outside (23 youth)
- *Earning money* (15 youth)
- *General*: Fun, easy, laidback, everything (10 youth)
- *Helping community* (8 youth)
- *Skills and experience*: Gaining work experience (6 youth)

Appendix

The following appendix includes guiding evaluation questions and survey summary tables for the Summer 2022 Team Oakland Evaluation.

Evaluation Questions

In 2022, the evaluation consisted of a streamlined version of the 2021 evaluation, which was guided by the following evaluation questions:

- *Employability*: How does the program increase the employability of team members? What specific employability skills do they gain in the program?
- *Knowledge of stewardship practices/environmental awareness*: How does the program change team members' knowledge of the environment and perceptions of stewardship practices that Team Oakland is built around (e.g., litter, illegal dumping, environmental awareness, and recycling)
- *Neighborhood pride and impact on community*: How does the program change team members' attitude towards their community and their perceived ability to have a positive impact in their communities?
- *Plans for the future*: How does the program change team members' attitudes toward going to school or expand their outlook of different career options?
- *Influence of team leader*: How does the team leader impact their team members?
- *Team member engagement and program satisfaction*: To what extent do team members have a positive experience in the program, would recommend it to friends, and plan to return in the future?
- *Program implementation*: What is working in the program? Where is there room for growth? What aspects of the program should be revisited and potentially changed?

Overview of Pre-Post Questions

Matched surveys for 94 young people, sample may vary by question for average scores if not all youth responded:

Dimension	Question	Average Scores				Percent Agree/Strongly Agree		
		Pre	Post	Difference	Change (%)	Pre	Post	Difference
Illegal Dumping	I know how to report illegal dumping if I see it.	2.47	3.86	1.39 *	56%	18%	69%	51%
Illegal Dumping	Business owners should report illegal dumping.	3.97	4.32	0.35 *	9%	74%	91%	17%
Environmental Awareness	I know where water, debris, and garbage that goes into storm drains lead to.	3.40	3.69	0.29 *	9%	47%	61%	14%
Environmental Awareness	I believe there is a link between pollution and inequality in Oakland.	3.44	3.72	0.29 *	8%	40%	54%	14%
Littering	I think fast food businesses cause lots of neighborhood litter.	3.77	3.99	0.22 *	6%	66%	79%	13%
Littering	If a trash can is full, I hold onto my garbage until I find a trash can that is not full.	3.57	3.79	0.21	6%	66%	67%	1%
Recycling	I usually separate my food scraps and put them in the green/compost bin.	3.17	3.36	0.19	6%	51%	51%	0%
Neighborhood Pride	I feel connected to my neighborhood and its history.	3.22	3.40	0.18	6%	44%	47%	3%
Environmental Awareness	I talk about the environment with my friends and family.	3.21	3.38	0.17	5%	47%	56%	9%
Illegal Dumping	I feel that illegal dumping is a major problem in Oakland.	4.44	4.60	0.16	4%	91%	96%	5%
Neighborhood Pride	I'm embarrassed when I see garbage in my neighborhood.	3.73	3.87	0.14	4%	64%	67%	3%
Recycling	If I see my family or friends throw things that can be recycled into the trash, I would feel comfortable	3.80	3.94	0.14	4%	71%	76%	5%
Littering	When I see friends or family litter, I say something to them..	3.64	3.68	0.04	1%	70%	68%	-2%
Neighborhood Pride	I feel I can make a positive difference in my community.	4.13	4.13	0.00	0%	82%	85%	3%
Recycling	I think there's no difference in using plastic, paper, or reusable grocery bags.	2.68	2.68	0.00	0%	29%	26%	-3%
Recycling	I usually separate recycling from trash at home.	3.97	3.92	-0.04	-1%	73%	72%	-1%

Notes: Percent agree/strongly agree includes non-response surveys in the denominator. * indicates statistically significant difference between pre- and post-survey averages.

Overview of Post-Only Questions

Dimension	Question	Average Score	Percent Agree/Strongly Agree
Employability	This program taught me how to get along with others in a work setting.	4.16	86%
Employability	At this program, I learned what is expected in a work setting (e.g., punctuality, professional communication).	4.14	86%
Program Satisfaction	I'm glad I was a part of Team Oakland 2021.	4.11	78%
Team Leader	I would feel comfortable telling my Team Leader if I had a problem.	4.09	80%
Employability	Team Oakland helped me to understand the steps it takes to get a job (e.g., interviewing, job search and applying).	4.05	78%
Program Implementation	The orientation and trainings prepared me to participate in Team Oakland.	4.03	85%
Program Satisfaction	I would recommend Team Oakland to my friends	3.99	73%
Team Leader	During the program, my Team Leader learned more about me.	3.92	70%
Plans for the Future	Team Oakland helped me think about different options for my future (e.g., different careers, education after high school).	3.77	67%
Program Implementation	The workshops taught me things I didn't know before.	3.76	65%
Plans for the Future	Because of Team Oakland, I have a better sense of what I want to do in the future.	3.55	48%
Team Leader	I learned more about college from my Team Leader.	3.15	40%

Notes: Percent agree/strongly agree includes non-response surveys in the denominator.



The Youth Employment Partnership, Inc.

Serving youth and young adults

December 9, 2022

Oakland Unified School District
Attn: Procurement Department
900 High Street, 2nd Floor
Oakland, CA 94601

To the Oakland Unified School District:

As the authorized representative for The Youth Employment Partnership, Inc. (YEP), I am writing this cover letter to formally acknowledge that YEP meets all qualifications and is equipped to perform all services described herein this proposal for *RFP No. 22-129CSSS: Expanded Learning for Summer Learning and Intersession*. YEP is a 501(c)(3) tax-exempt not-for-profit youth workforce development agency and, for 50 years, has delivered high-quality vocational and academic summer enrichment programs that have improved the employment and education outcomes for Oakland's low-income youth. YEP's age-appropriate, living classroom approach—in which youth engage in hands-on, paid projects in a selected career exploration path, supplemented with case management, basic skills classes, and professional development workshops—serves over 300 high school-aged teens every summer. These critical summer interventions give underserved young people the opportunity for continued learning, financial support, community building, physical activity, and professional development at a time of the year when they are highly vulnerable to disengagement and risky behaviors.

YEP employs an expert and experienced team of administrators, fiscal support staff, case managers, academic instructors and vocational trainers to provide effective, enriching learning experiences for Oakland youth of all backgrounds out of our 26,000 sq. ft. training facility in the lower San Antonio neighborhood. Such expert managerial capacity has led to national recognition and to our local reputation as one of the most successful youth workforce development agencies in the San Francisco Bay Area. YEP's commitment to providing excellent services and our proven capacity to efficiently deliver all contracted requirements positions us to be an exemplary provider of services for OUSD's Expanded Learning Program.

Sincerely,

A handwritten signature in blue ink that reads "Michele Clark".

Michele Clark
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2022

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

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

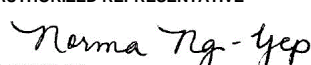
PRODUCER CAL Insurance & Associates, Inc. 2311 Taraval Street San Francisco, CA 94116	CONTACT NAME: PHONE (A/C, No, Ext): (415) 661-6500		FAX (A/C, No): (415) 661-2254	
	E-MAIL ADDRESS: info@myCALteam.com			
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURED The Youth Employment Partnership 2300 International Blvd. Oakland, CA 94601	INSURER A : Nonprofits Ins. Alliance/AMS		11384	
	INSURER B : U.S. Liability Insurance Co.		25895	
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab \$1MM/\$1MM <input checked="" type="checkbox"/> Sex Abuse \$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		2021-14769	12/11/2021	12/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-14769-NPO	12/11/2021	12/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2021-14769-UMB	12/11/2021	12/11/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below				N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse/Molestation			2021-14769	12/11/2021	12/11/2022	LIMIT 1,000,000
B	D&O / EPLI			NDO1559701H	9/18/2022	9/18/2023	Limit 5,000,000

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.

CERTIFICATE HOLDER Oakland Unified School District, Attn: Risk Management; 1000 Broadway, Suite 440 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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



The Youth Employment Partnership, Inc.
Serving youth and young adults

December 9, 2022

Oakland Unified School District
Attn: Procurement Department
900 High Street, 2nd Floor
Oakland, CA 94601

To OUSD Procurement Department:

All Youth Employment Partnership, Inc. employees working under the Summer Expanded Learning Program, in partnership with the Oakland Unified School District Expanded Learning Office, will submit proof of the following:

- Fingerprint reviews by the California Department of Justice and Federal Bureau of Investigation
- Negative tuberculosis test screening
- Qualifications meeting OUSD Instructional Aide requirements (48 college units or Instructional Aid Certificate)
- First aid, concussion, and CPR certification

YEP will take measures to ensure all staff are in compliance, including contracting trainers for medical certifications or directing staff to necessary screening providers.

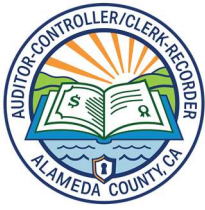
YEP will also ensure the following documentation is available to OUSD on demand:

- ATI Numbers, appearing on all invoices submitted to OUSD
- Proof of fingerprint and/or tuberculosis passage

Sincerely,

A handwritten signature in blue ink that reads 'Michele Clark'.

Michele Clark
Executive Director



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

December 28, 2021

Certification No. 12-00144

The Youth Employment Partnership, Inc.
2300 International Blvd
Oakland, CA 94601

Attention: Michelle Clark

Congratulations on the successful completion of your recertification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been recertified as a SMALL business for the period of January 01, 2022 through December 31, 2022 for the following NAICS code(s): 611691, 611710 and 624110.

When permitted by law, the County's procurement policy is to solicit bids and proposals from certified SLEBs, and if none are available, then from local Alameda County firms. Other benefits of being a certified SLEB include:

1. The Youth Employment Partnership, Inc. will be added as a certified supplier to Alameda County's Local Vendor Database.
2. SLEBs competing for County contracts over \$25,000 may be eligible to receive a 5% SLEB bid preference on qualified goods and services contracts and an additional 5% local preference (for a total 10% bid preference) when submitting sealed bids.
3. Non-SLEB certified firms are required to partner a minimum 20% with certified SLEBs for most goods and services contracts with the County.
4. As a certified SLEB, you may elect to receive e-mail information from the County about contracting opportunities and outreach/training events. You can register and select the type of messages you receive by visiting the County's main website at www.acgov.org and scroll down to the envelope icon at the bottom of the page for eSubscribe.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

You are required to report any changes in your business. If you are named as a SLEB prime or sub-contractor in an Alameda County contract, you must maintain your SLEB certification status as active during the term of the contract. Please be advised that becoming decertified may impact any current contracts that you are participating in and future contracts that you may want to bid on. County contract terms may also require that you utilize the County's online web-based contract compliance application, Elation Systems at www.elationsys.com. Failure to comply with the requirements stated in this letter could jeopardize your SLEB certification status and impact County contracting opportunities.

The Youth Employment Partnership, Inc. will be notified 90, 60 and 30 days prior to the expiration of this certification. Please contact us to update any changes in your email address.

If you have any questions, please contact the SLEB Certification office at (510) 891-5500 or by e-mail at ACSLEBcertification@acgov.org. Please refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

Josephine Quach

Josephine Quach
Office of Auditor-Controller, Principal Auditor

Office of the Auditor-Controller
1221 Oak St., Suite 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

Central Collections Division
1221 Oak St., Suite 220
Oakland, CA 94612
Tel: (510) 208-9900
Fax: (510) 208-9932

Clerk-Recorder's Office, Main
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 272-6362
Fax: (510) 208-9858

Clerk-Recorder's Office, Tri-Valley
7600 Dublin Blvd.
Dublin, CA 94568
Tel: (510) 272-6362
Fax: (510) 208-9858

Department of Workplace and Employment Standards



City of Oakland

28-Dec-2020

Certification Number **6344**

Youth Employment Partnership

Ronnie Rose
2300 International Blvd.
Oakland, CA 94601

RE: Certification/Recertification with the City of Oakland's Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Ronnie Rose:

Based on the Department of Workplace and Employment Standards' review of the documents submitted, it has been determined that your firm meets the Local and Small Local Business requirements for certification/recertification. As a result of that review your firm has been recertified as a:

*** NON-PROFIT LOCAL BUSINESS ENTERPRISE**

This certification will expire on **12-31-2022**

Your primary NAICS code is 624110: Child and Youth Services

The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at enettles@oaklandca.gov, and refer to the Certification Number as it appears above.

Very truly yours,

Shelley Darenburg

Shelley Darenburg

Contract Compliance Supervisor

Dalziel Building | 250 Frank H. Ogawa Plaza, 3rd Floor, Suite 3341 | Oakland, CA 94612

TEL: (510) 238-3970 | FAX: (510) 238-3363 | TDD: (510) 238-2007



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

Amendment No. 1

Posted November 10, 2022

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 7, section D

Amended From: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **nonprofit organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider

Amended To: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **community based organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering,

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Michele Clark
Signature

12/9/2022
Date

Michele Clark, Executive Director
Print Name and Title

Youth Employment Partnership, Inc
Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.