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| Board Office Use: <b>Legislative File Info.</b> |         |
| File ID Number                                  | 24-1885 |
| Introduction Date                               | 8/28/24 |
| Enactment Number                                |         |
| Enactment Date                                  |         |



**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** August 28, 2024

**Subject** Amendment No. 1, Expanded Learning Programs After School Program Master Contract 2022-2025 with Jewish Community Center of the East Bay

**Ask of the Board**  Approve Amendment  
 Ratify Amendment

**Description of the Changes**  
(What are the changes? Why are they needed?)

Vendor will serve as after school lead agency for program coordination, academic intervention, homework support, student supervision, and a variety of enrichment services for Hintil Kuu Ca Preschool, for the remainder of Expanded Learning Programs After School Program Master Contract 2022-2025 term. Vendor will also expand services for the after school program at Joaquin Miller Elementary School due to an increase in the Expanded Learning Opportunities Program grant award for that site.

**Change to Not-To-Exceed Amount & Funding Source(s), If Any**

Original not-to-exceed amount of \$893,184.00 is being increased by \$467,370.00 to a new total not-to-exceed amount of \$1,360,554.00.

Resource 2600 – Expanded Learning Opportunities Program in the amount of \$1,183,422.00, Resource 3225 – Elementary and Secondary School Emergency Relief III Program in the amount \$177,132.00

**Attachment(s)**

- Amendment No. 1, Expanded Learning Programs After School Program Master Contract 2022-2025

- Summer Programming Addendum No. 2 to Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment No. 24-0936
- Summer Programming Addendum No. 1 to Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment No 23-0972
- Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment No. 22-1300
- Request for Proposal 21-115ExLP and Vendor Bid Materials



**AMENDMENT NO. 1 to**

**Expanded Learning Programs After School Program Master Contract 2022-2025**  
(“Original Agreement”)

This Amendment (“AMENDMENT”) amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, “AGREEMENT”). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

**A. Services.**

- The SERVICES are unchanged.
- The SERVICES have changed as indicated below:
  - A description of the changes in the SERVICES is attached.
  - The changes in the SERVICES involve the following:

**B. Term.**

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:
  - Original End Date: \_\_\_\_\_
  - New End Date: \_\_\_\_\_

**C. Compensation.**

- The not-to-exceed amount in the AGREEMENT is unchanged
- The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$ 893,184.00.

|   |    |   |
|---|----|---|
| The original not-to-exceed amount shall be <u>increased</u> by:<br>\$ <u>467,370.00</u> | OR | The original not-to-exceed amount shall be <u>decreased</u> by:<br>\$ _____ |
|---|----|---|

The new not-to-exceed amount is \$ 1,360,554.00.


- D. Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the 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.
- F. Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
  3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
  4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as 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 AMENDMENT and to be bound by its terms and conditions:

**VENDOR**

Name: Aaron Atlas

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

Position: Chief Program Officer

Date: 7/29/2024

**OUSD**

Name: Benjamin Davis

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

Position: President, Board of Education

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

X Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

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

Position: Superintendent and Secretary, Board of Education

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

**Template approved as to form by OUSD Legal Department.**

## Changes to Services

Vendor will begin serving as after school lead agency for program coordination, academic intervention, homework support, student supervision, and a variety of enrichment services at Hiltil Kuu Ca Preschool for the remainder of the Expanded Learning Programs After School Program Master Contract 2022-2025 term. Vendor will also expand services at Joaquin Miller Elementary School due to an increase in Expanded Learning Opportunities Program grant award for the site.

### Updated List of Sites and Projected Grant Amounts

#### After School Programs

| School Site Name: | 22/23        | 23/24        | 24/24         | Total                 |
|-------------------|--------------|--------------|---------------|-----------------------|
| Hintil Kuu Ca     | N/A          | N/A          | \$200,000.00  | \$200,000.00          |
| Joaquin Miller    | \$200,000.00 | \$200,000.00 | \$467,370.00  | \$867,370.00          |
|                   |              |              |               |                       |
|                   |              |              | <b>TOTAL:</b> | <b>\$1,067,370.00</b> |

#### Summer Programs

| Year        | # Summer Sites | Amount              |
|-------------|----------------|---------------------|
| Summer 2023 | 1              | \$177,132.00        |
| Summer 2024 | 1              | \$116,052.00        |
|             |                |                     |
|             | <b>TOTAL:</b>  | <b>\$293,184.00</b> |

|   |              |
|---|--------------|
| Board Office Use: <b>Legislative File Info.</b> |              |
| File ID Number                                  | 24-1030      |
| Introduction Date                               | 5/22/24      |
| Enactment Number                                | 24-0936      |
| Enactment Date                                  | 5/22/2024 er |



**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** Summer Programming Addendum No. 2, Expanded Learning Programs After School Program Master Contract 2022-2025 with Jewish Community Center of the East Bay

**Ask of the Board**  Approve Summer Programming Addendum  
 Ratify Amendment

**Description of the Changes**  
(What are the changes? Why are they needed?)

On June 29, 2022, the District and Jewish Community Center of the East Bay entered into an Expanded Learning Programs After School Program Master Contract 2022-2025 for vendor to serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services at Joaquin Miller Elementary School. That Master Contract requires that, if summer services are to be added, a separate Scope of Work be submitted reflecting the summer scope, summer budget, and any changes in location as to summer services. A Summer Programming Addendum No. 1 was entered into on May 24, 2023 for services at Joaquin Miller Elementary School during Summer Learning Programming for 2023.

This Summer Programming Addendum is being submitted to name the school site where vendor will provide summer services for the summer of 2024 (Joaquin Miller Elementary School), as well as to increase the Master Contract not-to-exceed amount by \$116,052.00 to cover the cost of summer services as this location.

**Change to Not-To-Exceed** Increasing not-to-exceed amount by \$116,052.00 to a new not-to-exceed amount of \$893,184.00

**Amount & Funding Source(s), If Any**      Resource 2600 – Expanded Learning Opportunities Program in the amount of \$716,052.00, Resource 3225 – Elementary and Secondary School Emergency Relief III Program in the amount \$177,132.00

**Attachment(s)**

- Summer Programming Addendum No. 2 with Jewish Community Center of the East Bay
- Summer Program Planning Tool
- Summer Budget
- Summer Programming Addendum No. 1 to Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment No. 23-0972
- Expanded Learning Programs After School Program Master Contract 2022-2025, Enactment No. 22-1300

| Board Office Use: Legislative File Info. |              |
|--|--------------|
| File ID Number                           | 24-1030      |
| Introduction Date                        | 5/22/24      |
| Enactment Number                         | 24-0936      |
| Enactment Date                           | 5/22/2024 er |



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

**SUMMER PROGRAMMING ADDENDUM  
TO EXPANDED LEARNING PROGRAMS  
AFTER SCHOOL PROGRAM MASTER CONTRACT 2022-2025  
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND  
Jewish Community Center of the East Bay**

**ADDENDUM NO. 2, FOR SUMMER 2024**

This Addendum No. 2, for Summer 2024 supplements the Master Contract 2022-2025 (Contract) between Oakland Unified School District (OUSD) and Jewish Community Center (Contractor) entered into on June 29, 2022 (OUSD Enactment No. 22-1300). All terms in the aforementioned Contract remain unchanged, and Contractor remains obligated to provide all services described therein. The parties agree to supplement that Contract as follows:

**1. Summer Program Sites, Days, Hours, Grades Served**

Contractor shall offer programming during Summer 2024, Monday through Friday, every regular summer school day, at the sites, dates, hours, and grade levels provided here:

| Site Name                 | Date Range     | No. Days | Hours of Operation | Grade Levels Served |
|---------------------------|----------------|----------|--------------------|---------------------|
| Joaquin Miller Elementary | 6/3/24-7/26/24 | 38       | 8:30 am – 5:30 pm  | TK-8                |
|                           |                |          |                    |                     |
|                           |                |          |                    |                     |

**2. Summer Program Components/Scope of Work**

The services to be provided during the above-referenced time period are described in the scopes of work attached as Exhibit A. There shall be a scope of work for each site. These services will be performed in accordance with any COVID-19-related federal, state, and/or local orders, and Contractor shall immediately follow all OUSD directives regarding health and safety protocols. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.

**3. Compensation**

Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education summer programming grant funds, and subject to grant funding levels, the award amount (21st Century Supplemental grant, Summer ESSERS, and/or ELOP - Expanded Learning Opportunities Program grants) for Contractor are as follows:


| Site Name                 | Award Amount |
|---------------------------|--------------|
| Joaquin Miller Elementary | \$116,052.00 |
|                           |              |
|                           |              |
| <b>Total Award Amount</b> | \$116,052.00 |

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** Contractor certifies to the best of his/her/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/>).

**5. Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Addendum shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

This Addendum and all future addendums, amendments and supplements to the Contract may be executed in one or more counterparts, all of which shall constitute one and the same Contract. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties 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. This section constitutes a waiver by each party of 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**


 5/23/2023  
 X President, Board of Education Date

- Superintendent
- Chief or Deputy Chief

**CONTRACTOR**

DocuSigned by:  
 4/15/2024  
 Contractor Signature Date

Aaron Atlas, Chief Program Officer  
 Print Name, Title

  
\_\_\_\_\_  
Secretary, Board of Education

5/23/2024  
Date

Form approved by OUSD General Counsel’s Office for 2023-2024 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Addendum.

**Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA** (no additional documentation required)–Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
  - a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
  - b. Meeting announcement for meeting in which the SPSA modification was approved.
  - c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  - d. Sign-in sheet for meeting in which the SPSA modification was approved.

**EXHIBIT "A" SCOPE OF WORK**

[ATTACH BUDGET TOOL AND EXPANDED LEARNING OPPORTUNITY PROGRAM PLANNING TOOL FOR EACH SITE]



# OUSD Expanded Learning Summer Program Plan Full Document - 2024

| Section 1: Summer Program Snapshot           |   |                          |                    |  |             |                           |           |
|--|---|--------------------------|--------------------|--|-------------|---------------------------|-----------|
| <b>Campus Site:</b>                          | Joaquin Miller                          | <b>Summer Principal:</b> | Summer Leader Name | <b>What model are you supporting?</b>                | Independent | <b>Grades Served:</b>     | Tk - 8    |
| <b>Lead Agency Name:</b>                     | Jewish Community Center of the East Bay | <b>Site Coordinator:</b> | Dane Fox-McGraw    | <b>Target Summer (ADA) Average Daily Attendance:</b> | 100         | <b>Student Start Date</b> | 6/3/2024  |
| <b>Official Summer Learning Program Name</b> | JCC - Joaquin Miller - 2024 Summer Ind. |                          |                    |  |             | <b>Student End Date</b>   | 7/26/2024 |

| Section 2: Lead Agency Assurances:  |   |
|-------------------------------------|---|
|                                     | <b>Please review and initial each item and sign below.</b>  |
| <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"/> | I understand that I am required to input my actual attendance numbers into the attendance system <b>daily</b> 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"/> | 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 <sup>th</sup> 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"/> | 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"/> | 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"/> | I understand OUSD Summer Programs are intended to be free programs for unduplicated students.   |
| <input checked="" type="checkbox"/> | <b>Name and Signature of Summer Lead Agency Director: Aaron Atlas</b>   |

**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.

We will send multiple emails and hard copy flyers home with students in the school. We'll also utilize Parentsquare and other school based forms of communication to let folks know about our summer program. We have a database of previous campers that we will contact. Enrollment has begun, and will continue with ongoing biweekly emails/flyers until summer starts.

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:

May 22, 2024

**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) |
|------------------|--|----------------|---|
| Dane Fox McGraw  | <a href="mailto:danef@jceastbay.org">danef@jceastbay.org</a>                     | Joaquin Miller |   |
| Program Staff    | Email  | Current Site:  | Summer Teaching assignment(s) (Grade & subject, if known) |
| Will Franco      | <a href="mailto:william.franco@jceastbay.org">william.franco@jceastbay.org</a>   | Joaquin Miller |   |
| Jerikka Gamboa   | <a href="mailto:jerikka.gamboa@jceastbay.org">jerikka.gamboa@jceastbay.org</a>   | Joaquin Miller |   |
| Jazmin Salazar   | <a href="mailto:jazmin.salazar@jceastbay.org">jazmin.salazar@jceastbay.org</a>   | Joaquin Miller |   |
| Jordan Caldwell  | <a href="mailto:jordan.calwell@jceastbay.org">jordan.calwell@jceastbay.org</a>   | Joaquin Miller |   |
| Keenan Williams  | <a href="mailto:keenanw@jceastbay.org">keenanw@jceastbay.org</a>                 | Joaquin Miller |   |
| Beatriz Barraza  | <a href="mailto:beatriz.barraza@jceastbay.org">beatriz.barraza@jceastbay.org</a> | Joaquin Miller |   |
| Elijah Rawlins   | <a href="mailto:elijah.rawlins@jceastbay.org">elijah.rawlins@jceastbay.org</a>   | Joaquin Miller |   |
| Ian Maloney      | <a href="mailto:ian.maloney@jceastbay.org">ian.maloney@jceastbay.org</a>         | Joaquin Miller |   |

**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 |
|-----------------------------|---------------|------------------|--|-----------------------------|---------------|------------------|
| Portables                   | 25            | 8:30-5:30        |  | Big Yard                    | 100           | 8:30-5:30        |
| MPR                         | 100           | 8:30-5:30        |  | Green Tables                | 100           | 8:30-5:30        |
| Library                     | 25            | 8:30-5:30        |  | Little Yard                 | 100           | 8:30-5:30        |
| Art Room                    | 25            | 8:30-5:30        |  | All bathrooms               | 10            | 8:30-5:30        |
| Staff Lounge                | 15            | 8:30-5:30        |  |                             |               |                  |
| All bathrooms               | 10            | 8:30-5:30        |  |                             |               |                  |
| Rooms 1,10-14               | 25            | 8:30-5:30        |  |                             |               |                  |

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

|  |  |           |
|--|--|-----------|
| Signature of Summer Lead Agency Director | DocuSigned by:<br><i>Karen Atlas</i><br>C0F80015B03F45E    | 4/15/2024 |
| Signature of Summer Hub Site Principal   | DocuSigned by:<br><i>Julie McCalmont</i><br>393F8892CE6405 | 4/16/2024 |

**GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET**

**TK-12 2024**

|                                   |   |   |               |
|-----------------------------------|---|---|---------------|
| <b>Site Name:</b>                 | Joaquin Miller                          | <b>Grant Funds for Lead Agency</b> <b>Lead Agency In-Kind Contributions</b> |               |
| <b>Site #:</b>                    | OUSD Summer Site Code                   |   |               |
| <b>Lead Agency</b>                | Jewish Community Center of the East Bay |   |               |
| <b># of summer students (ADA)</b> | 100                                     |   |               |
| <b># of summer program days</b>   | 38                                      |   |               |
| <b>Total Grant Funds</b>          | <b>116052</b>                           |   |               |
| <b>TOTAL CONTRACTED FUNDS</b>     |   | <b>\$116,052.00</b>   | <b>\$0.00</b> |

|      |  |                    |                   |
|------|--|--------------------|-------------------|
|      | Supplies (can be purchased by lead agency for summer supplemental programming) | \$4,000.00         | \$1,650.00        |
| 4310 | Curriculum   |                    |                   |
| 5829 | Field Trips (fees, supplies)   | \$6,000.00         |                   |
|      | Transportation   | \$3,000.00         |                   |
|      | Entry fees for field trips   | \$2,000.00         |                   |
|      | Snacks   | \$2,000.00         | \$400.00          |
|      | Incentives   |                    |                   |
|      | Culminating Event supplies   |                    |                   |
|      | <b>Total books and supplies</b>  | <b>\$17,000.00</b> | <b>\$2,050.00</b> |

|      |  |             |             |
|------|--|-------------|-------------|
| 5825 | Site Coordinator (1 staff X 337.5 hours X \$33.06/hour, including prep and training time)  | \$11,158.00 |             |
| 5825 | Program Assistant (1 staff X 337.5 hours X \$28.21/hour, including prep and training time) | \$9,521.00  |             |
| 5825 | Program Staff (12 staff X 291 hours X \$22.63/hr, including prep and training time)        | \$62,567.80 | \$16,472.00 |
| 5825 | Enrichment Facilitators (3 staff X 28 hours X \$50/hr, including prep and training time)   | \$4,200.00  |             |
| 5825 | Subcontractors (please list each specific subcontracting agency)                           |             | \$1,600.00  |
| 5825 | Professional Development   |             |             |
| 5825 | Employee benefits  |             |             |
| 5825 | Youth Intern Stipends  |             |             |
| 5825 |  |             |             |

|   |                     |                     |
|---|---------------------|---------------------|
| Total services  | \$87,446.80         | \$18,072.00         |
|   |                     |                     |
| Total value of in-kind direct services                                  | \$0.00              | \$0.00              |
| <b>Subtotals DIRECT SERVICE</b>   | <b>\$104,446.80</b> | <b>\$20,122.00</b>  |
| <b>Allowable lead agency admin (at 10% of contracted funds or less)</b> | <b>\$11,605.20</b>  |                     |
| Total budgeted per column   | \$116,052.00        | \$20,122.00         |
| <b>BALANCE remaining to allocate</b>                                    | <b>\$0.00</b>       | <b>-\$20,122.00</b> |

Lead Agency:

DocuSigned by:  
*Avron Atlas*  
 C0F6001BB03E45E

Date: 4/15/2024

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.



| Board Office Use: <b>Legislative File Info.</b> |              |
|---|--------------|
| File ID Number                                  | 23-1155      |
| Introduction Date                               | 5/24/23      |
| Enactment Number                                | 23-0972      |
| Enactment Date                                  | 5/24/2023 os |

## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** May 24, 2023

**Subject** Summer Programming Addendum to Expanded Learning Programs  
After School Program Master Contract 2022-2025 with Jewish  
Community Center of the East Bay

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**Ask of the Board**       Approve Summer Programming Addendum  
                                  Ratify Summer Programming Addendum

**Background and Recommendation**      *On June 29, 2022, the District and Jewish Community Center of the East Bay entered into an Expanded Learning Programs After School Program Master Contract 2022-2025 for vendor to serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services at Joaquin Miller Elementary School. That Master Contract requires that, if summer services are to be added, a separate Scope of Work be submitted reflecting the summer scope, summer budget, and any changes in location as to summer services.*

*This Summer Programming Addendum is being submitted to name the school site where vendor will provide summer services for the summer of 2023 (Joaquin Miller Elementary School), as well as to increase the Master Contract not-to-exceed amount by \$177,132.00 to cover the cost of summer services at this location.*

**Term**      Start Date: 7/1/2022      End Date: 7/31/2025

**Not-To-Exceed Amount**      \$777,132.00



**Competitively Bid**

Yes

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$99,100, list the exception(s) that applies (requires Legal review/approval and may require a resolution):  
Exception: Specialized services

**In-Kind Contributions**

*District staff monitor budgets and grant compliance requirements. District provides space for programs and Custodial Services.*

**Funding Source(s)**

*Resource 2600 – Expanded Learning Opportunities Program in the amount of \$600,000.00, Resource 3225 – Elementary and Secondary School Emergency Relief III Program in the amount \$177,132.00*

**Attachment(s)**

- Summer Programming Addendum No. 1 to Expanded Learning Programs After School Program Master Contract 2022-2025
- Summer Program Plan and Budget
- Original Master Contract, Enactment No. 22-1300
- Request for Proposal 21-115ExLO and Vendor Bid Materials

| Board Office Use: Legislative File Info. |              |
|--|--------------|
| File ID Number                           | 23-1155      |
| Introduction Date                        | 5/24/23      |
| Enactment Number                         | 23-0972      |
| Enactment Date                           | 5/24/2023 os |



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

**SUMMER PROGRAMMING ADDENDUM  
TO EXPANDED LEARNING PROGRAMS  
AFTER SCHOOL PROGRAM MASTER CONTRACT 2022-2025  
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND  
Jewish Community Center of the East Bay**

**ADDENDUM NO. 1, FOR SUMMER 2023**

This Addendum No. 1, for Summer 2023 supplements the Master Contract 2022-2025 (Contract) between Oakland Unified School District (OUSD) and Jewish Community Center of the East Bay (Contractor) entered into on June 29, 2022 (OUSD Enactment No. 22-1300). All terms in the aforementioned Contract remain unchanged, and Contractor remains obligated to provide all services described therein. The parties agree to supplement that Contract as follows:

**1. Summer Program Sites, Days, Hours, Grades Served**

Contractor shall offer programming during Summer 2023, Monday through Friday, every regular summer school day, at the sites, dates, hours, and grade levels provided here:

| Site Name                 | Date Range        | No. Days | Hours of Operation | Grade Levels Served |
|---------------------------|-------------------|----------|--------------------|---------------------|
| Joaquin Miller Elementary | 6/12/23 – 7/28/23 | 29       | 8:30 am – 5:30 pm  | TK-5                |
|                           |                   |          |                    |                     |
|                           |                   |          |                    |                     |

**2. Summer Program Components/Scope of Work**

The services to be provided during the above-referenced time period are described in the scopes of work attached as Exhibit A. There shall be a scope of work for each site. These services will be performed in accordance with any COVID-19-related federal, state, and/or local orders, and Contractor shall immediately follow all OUSD directives regarding health and safety protocols. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.

**3. Compensation**

Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education summer programming grant funds, and subject to grant funding levels, the award amount (21st Century Supplemental grant, Summer ESSERS, and/or ELOP - Expanded Learning Opportunities Program grants) for Contractor are as follows:


| Site Name                        | Award Amount |
|----------------------------------|--------------|
| Joaquin Miller Elementary School | \$177,132.00 |
|                                  |              |
|                                  |              |
| <b>Total Award Amount</b>        | \$177,132.00 |

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** Contractor certifies to the best of his/her/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/>).

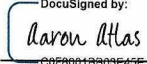
**5. Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Addendum shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

This Addendum and all future addendums, amendments and supplements to the Contract may be executed in one or more counterparts, all of which shall constitute one and the same Contract. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties 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. This section constitutes a waiver by each party of 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
 \_\_\_\_\_  
 X President, Board of Education                      5/25/2023  
 \_\_\_\_\_  
 Date  
 Superintendent  
 Chief or Deputy Chief

**CONTRACTOR**

DocuSigned by:  
  
 \_\_\_\_\_  
 Contractor Signature    4/25/2023  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Aaron Atlas, Chief Program Officer  
 Print Name, Title

5/25/2023

Secretary, Board of Education

Date

Form approved by OUSD General Counsel’s Office for 2022-2023 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Addendum.

**Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA** (no additional documentation required)–Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
  - a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
  - b. Meeting announcement for meeting in which the SPSA modification was approved.
  - c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  - d. Sign-in sheet for meeting in which the SPSA modification was approved.

**EXHIBIT "A" SCOPE OF WORK**

[ATTACH BUDGET TOOL AND EXPANDED LEARNING OPPORTUNITY PROGRAM PLANNING TOOL FOR EACH SITE]

# OUSD Expanded Learning Program Full Document - 2023

| Section 1: Summer Program Snapshot   |                  |                          |              |  |               |                           |             |
|--------------------------------------|------------------|--------------------------|--------------|--|---------------|---------------------------|-------------|
| <b>Campus Site:</b>                  | 📍 Joaquin Miller | <b>Summer Principal:</b> | Hannah Banks | <b>What model are you supporting?</b>                | 📍 Independent | <b>Grades Served:</b>     | 📍 TK-5      |
| <b>Lead Agency Name:</b>             | 📍 JCC East Bay   | <b>Site Coordinator:</b> | Leo Diaz     | <b>Target Summer (ADA) Average Daily Attendance:</b> | 200           | <b>Student Start Date</b> | 📍 6/12/2023 |
| <b>Official Summer Learning Name</b> | JCC Summer Camp  |                          |              |  |               | <b>Student End Date</b>   | 📍 7/28/2023 |

| Section 2: Lead Agency Assurances:                         |   |
|--|---|
| <b>Please review and initial each item and sign below.</b> |   |
| <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"/>                        | ___ I understand that I am required to input my actual attendance numbers into the AERIES attendance system <i>daily</i> during the summer program. I will cross check signatures on my daily sign in/out sheets with numbers inputted into AERIES to ensure that the numbers match up and that AERIES accurately reports 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"/>                        | ___ 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 <sup>th</sup> 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"/>                        | ___ 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"/>                        | ___ I understand that the summer program 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"/>                        | ___ I understand OUSD Summer Programs are intended to be free programs.   |
| <input checked="" type="checkbox"/>                        | <b>Name and Signature of Summer Lead Agency Director: Aaron Atlas</b>   |

### 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.

Through gauging what students have been interested during After School, we've built a camp that supports all of these interests. We are actively doing outreach to all families by advertising via email, Konstella, paper signs and word of mouth. We plan to input our information on In Play.

By having after school teachers work at Summer camp, it allows for consistency. Campers are familiar with staff and will feel more comfortable to open up and have fun. This will hopefully aide in our camper retention.

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:

 June 8th

### 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 whom 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 maximum 1:20 adult to student ratio for 1st - 8th; 1:10 for TK-K

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)<br>(Grade & subject, if known) |
|------------------|----------------------|----------------|--|
| Leo Diaz         | leod@jccceastbay.org | Joaquin Miller | TK- 5  |
| Line Staff       | Email                | Current Site:  | Summer Teaching assignment(s)<br>(Grade & subject, if known) |
|                  |                      |                |  |
|                  |                      |                |  |
|                  |                      |                |  |

### 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 |
| Room 1   | 30            | 8AM- 6PM         | Blacktop/<br>Basketball Cts. | 100           | 8AM- 6PM         |
| Room 2   | 30            | 8AM- 6PM         | Parking Lot                  | 30            | 8AM- 6PM         |
| MPR  | 100           | 8AM- 6PM         |                              |               |                  |
| Library  | 30            | 8AM- 6PM         |                              |               |                  |
|  |               |                  |                              |               |                  |
|  |               |                  |                              |               |                  |

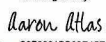

**For off-site programs**, please add the address where the summer program will be held.



- Chabot Space & Science Center  
 - Joaquin Miller Park

**Section 7: Distance Learning Addendum**

|   |   |
|---|---|
| <p>In the event schools must close for in-person instruction, describe how the program will adjust the curriculum to accommodate distance learning.</p> | <p>In the event of a school closure, we'd move to an online platform using Zoom.</p>  |
| <p>Describe how the program will engage students virtually if in-person instruction is halted.</p>  | <p>We will conduct art and STEM projects using materials found in the home. We will also have read aloud stories narrated and performed by our counselors. We have staff who can lead acting games on-line as well.</p> |
| <p>Does the agency have the capacity to enroll students online?</p>   | <p>Yes, via UltraCamp.</p>  |
| <p>How would the program recruit students with the shelter in place requirement?</p>  | <p>We can reach out using our contact list for email and text in addition to Konstella.</p>   |

|  |  |
|--|--|
| <p><b>Signature of Summer Lead Agency Director</b></p> | <p>DocuSigned by:<br/> <br/> <small>CF80049803E48E</small> 4/25/2023</p>  |
| <p><b>Signature of Summer Hub Site Principal</b></p>   | <p>DocuSigned by:<br/> <br/> <small>393F68692CE040E</small> 4/25/2023</p> |

**SUMMER 2023 BUDGET PLANNING SPREADSHEET**

|  |  |                                     |  |
|--|--|-------------------------------------|--|
| <b>Site Name: Joaquin Miller</b><br><b>Site #: 142</b><br><b>Lead Agency JCC East Bay</b><br><b># Of Summer Students 200</b><br><b># Of Summer Program Days 29</b><br><b>Total Summer Funds 177132</b> |  | <b>Summer Funds for Lead Agency</b> | <b>Lead Agency In-Kind Contributions</b> |
| <b>TOTAL CONTRACTED FUNDS</b>  |  |                                     |  |
|  |  | <b>177,132.00</b>                   | <b>0.00</b>                              |
| <b>BOOKS AND SUPPLIES</b>  |  |                                     |  |
| 4310   | Supplies (can be purchased by lead agency for summer   |                                     |  |
| 4310   | Curriculum   | 16,960.00                           |  |
| 5829   | Field Trips (fees, supplies)                           | 4,000.00                            |  |
|  | Bus tickets for students                               |                                     |  |
|  | Rental bus for field trips                             | 3,200.00                            |  |
|  | Snacks   | 8,000.00                            |  |
|  | Incentives   |                                     |  |
|  | Family Night Supplies                                  | 1,500.00                            |  |
|  | Daily van for pick up/drop off plus gas                | 7,500.00                            |  |
| <b>TOTAL BOOKS AND SUPPLIES</b>  |  | <b>41,160.00</b>                    | <b>0.00</b>                              |
| <b>CONTRACTED SERVICES</b>   |  |                                     |  |
| 5825   | Site Coordinator (list here if CBO staff)              | 9,470.00                            |  |
| 5825   | Academic Instructors (18 staff X 37.5/week X 6 weeks X | 101,250.00                          | 11,250.00                                |
| 5825   |  |                                     | 31,500.00                                |
| 5825   | STEM Instructors (1 staff X 37.5/week X 6 weeks X      | 6,750.00                            | 13,500.00                                |
| 5825   | Contracted OUSD Summer Teachers                        |                                     |  |
| 5825   |  |                                     |  |
| 5825   | Professional Development                               |                                     | 500.00                                   |
| 5825   | Employee benefits                                      |                                     | 12,606.00                                |
|  | Subcontractor - Tkiya                                  | 2,400.00                            |  |
|  | Total Services   | <b>119,870.00</b>                   | <b>69,356.00</b>                         |
| <b>IN-KIND DIRECT SERVICES</b>   |  |                                     |  |

|  |            |           |
|--|------------|-----------|
| Phones   |            | 500.00    |
| Advertising and recruiting                             |            | 2,500.00  |
| Total value of in-kind direct services                 | 0.00       | 3,000.00  |
| <b>SUBTOTALS</b>                                       |            |           |
| Subtotals DIRECT SERVICE                               | 161,030.00 | 72,356.00 |
| Allowable lead agency admin costs (at 4% of contracted | 16,103.00  |           |
| <b>TOTALS</b>  |            |           |
| Total BUDGETED   | 177,133.00 |           |
| BALANCE remaining to allocate                          | -1.00      |           |

**Required Signatures for Budget Approval:**

Principal:  4/25/2023

Lead Agency:  4/25/2023



| Board Office Use: <b>Legislative File Info.</b> |              |
|---|--------------|
| File ID Number                                  | 22-1500      |
| Introduction Date                               | 6/29/22      |
| Enactment Number                                | 22-1300      |
| Enactment Date                                  | 6/29/2022 er |

## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 29, 2022

**Subject** Expanded Learning Programs After School Program Master Contract 2022-2025 with Jewish Community Center of the East Bay

---

**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

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

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

**Not-To-Exceed Amount** \$600,000.00

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

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

**Funding Source(s)** *Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$600,000.00*

**Background** *The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional*

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

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

**Attachment(s)**

- Expanded Learning Programs After School Program Master Contract 2022-2025 with Jewish Community Center of the East Bay
- Request for Proposal 21-115ExLO and Vendor Bid Materials

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

Jewish Community Center of the East Bay

---

1. **Intent.** This Memorandum of Understanding (“MOU”) establishes the Oakland Unified School District’s (“OUSD”) intent, contingent upon OUSD’s receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Jewish Community Center of the East Bay (“AGENCY”) to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at the OUSD school sites identified in the Scope of Work(s) to be incorporated into this MOU by reference. A summary of Agency after school programs to be offered during the school year (“SUMMARY”) is attached hereto as Exhibit A. Summer programs will be selected through a Scope of Work at a later date, based on OUSD needs and site availability, and subject to Board approval. Identification of summer programs is anticipated in February of each year and after-school providers will be assigned to OUSD schools to facilitate summer programming.
2. **Scope of Work.** The Scope of Work consists of the approved Annual Budget Tool and Annual Expanded Learning Opportunity Program Planning Tool, templates of which are attached hereto as Exhibit B. There shall be a Scope of Work for each separate school site served by AGENCY. The term of the Scope of Work shall not exceed one year. OUSD and AGENCY shall ensure that a Scope of Work is executed for each identified school site no later than 30 days prior to the date on which services under that Scope of Work are scheduled to begin. By approving this Master Contract, and the Scope of Work templates and Summary attached hereto as Exhibits A and B, the OUSD Board of Education (“BOARD”) delegates to the Executive Director of Community Schools and Student Services (“CSSS Executive Director”) the authority to approve and amend individual Scopes of Work for after school programs during the school year without further Board action required. Any Scopes of Work or amendments that will exceed the approved amounts in the SUMMARY require Board approval.
3. These services will be funded by one or more of the following grants:
  - California Department of Education (“CDE”) After School Education and Safety Program (“ASES”)
  - US Department of Education 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC)
  - US Department of Education 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (“ASSETS”)
  - Expanded Learning Opportunities - Programs (“ELO-P”)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth (“OFCY”) After-School Initiative funds that shall be utilized as matching funds to CDE ASES and 21<sup>st</sup> CCLC funds.
  - Private grants
4. **Term of MOU.** The term of this MOU shall be July 1, 2022, through July 31, 2025.
5. **Termination and Suspension.**
  - 5.1. **Termination for convenience by OUSD.** The BOARD may at any time terminate this MOU or any Scope of Work entered into pursuant to Section 2 of this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. The OUSD After Schools Program shall also annually review the AGENCY’S performance and bring recommendations to terminate the AGENCY to the Board.

- 5.2. **Termination for cause by OUSD.** In addition, OUSD may terminate this MOU or any Scope of Work entered for cause should AGENCY fail to perform any part of this MOU. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the BOARD, in which case this Agreement would terminate upon ratification of the termination by the BOARD or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost for the services through the end of the Term identified in Section 3.
- 5.3. In the event of termination or suspension, AGENCY must, upon request, follow all transition protocols and actively participate in the transition process, attend all transition meetings, promptly turn in all keys and key fobs, transfer custody of all records, and inventory of all after-school supplies.
- 5.4. **Suspension.** If OUSD, at its sole discretion, develops health and/or safety concerns related to the AGENCY's provision of services, then the CSSS Executive Director may, upon approval by OUSD legal counsel, issue a notice to AGENCY to suspend the Agreement or Scope of Work, in which case AGENCY shall stop providing services under the Agreement until further notice from OUSD. OUSD shall compensate AGENCY for services satisfactorily provided through the date of suspension. During the period of suspension, OUSD may procure services from another agency.
- 5.5. **No Premature Termination by AGENCY.** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change. In the event AGENCY ceases to provide required services prior to the end of the MOU term, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost through the end of the Term identified in Section 4. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
6. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES, and 21st CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three year grant totals for each school site identified in Exhibit A. The three year not-to-exceed amount for this MOU is \$ 600,000.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 6.1. **Total Compensation.** Subject to the provisions of 6.2 Positive Attendance and the provisions of 6.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Funding will be contingent on CDE grant allocations. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and training and in continuous quality improvement efforts.
- 6.2. **Positive Attendance.** Payment for services rendered related to the ASES, 21st CCLC, ASSETS, and ELO-P grants shall be based on actual student attendance rates (\$10.18 a day per student through ASES, 21st CCLC, ASSETS and ELO-P.), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.18



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

- 6.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on a quarterly review of monthly invoices and attendance for services rendered related to the ASES, 21ST CCLC (Core Grant), ASSETS, and ELO-P for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of an additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 6.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance-based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 6.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 6.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 6.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASES and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P programs.
- 6.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for each school year during the Term of this Agreement and will not exceed the budget reflected in Exhibit B for each Scope of Work.
- 6.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD and AGENCY, before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.



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

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

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

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

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

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

- beginning of year self-assessment using Truth, Hope, Change, Curiosity tool
- planning with data (using self-assessment and other program data as available)

- development of quality action plan with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

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

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

7.2.**Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASES and 21<sup>st</sup> CCLC and ASSETS, and ELO-P funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

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

#### 7.4.**Program Requirements**

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

7.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2022–2023 through the 2024-2025 school years. AGENCY will close the ASES, 21<sup>st</sup> CCLC and ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2022-2023 through the 2024-2025 school years for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental or ELO-P grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

7.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P grants for students identified at each of the schools listed in the “School Site List and Annual Grant Amounts” attached hereto Exhibit A. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and

recreation/physical fitness activities as core components of the after-school program, and summer program if summer program is provided.

- **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at all schools site receiving Equitable Access funding to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental and/or ELO-P grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. If summer services will be added, a separate Scope of Work will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- **Elementary and Middle School Sports League Activities.**  
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off-site practices and games, are subject to the field trip policy high-risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Elementary and Middle School Sports Release of Liability and Assumption of Risk prior to participation. The Elementary and Middle School Sports Release of Liability and Assumption of Risk template will be provided to the AGENCY by OUSD prior to the beginning of each school year.

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

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

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

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

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

7.4.3.1.5. Provide annual training to AGENCY.

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

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

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

7.4.3.2.3. Ensure meal count is accurate;

- 7.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;
  - 7.4.3.2.5. Return leftovers to the cafeteria;
  - 7.4.3.2.6. Ensure that only students are served and receive food from the program;
  - 7.4.3.2.7. Ensure that meals are not removed from campus
  - 7.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 7.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 7.4.3.3.1. MPW not completed and submitted by the next business day;
  - 7.4.3.3.2. Super Snacks and Snacks are ordered and not picked up
- 7.4.3.4. In addition to any applicable liability associated with audit findings, AGENCY will be charged OUSD's current meal costs that OUSD is unable to claim due to AGENCY's failure to comply with program requirements: The current costs for the 2021-2022 school year are below; these amounts may change throughout the life of the agreement.
- 7.4.3.4.1. Super Snack: \$3.66
  - 7.4.3.4.2. Supper: \$3.66
- 7.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 7.4.3.6. In accordance with guidance provided by the California Department of Education, in the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), OUSD may fulfill its above-described obligations to provide after-school meals, snacks, and/or beverages through a "grab-and-go" meal distribution program, in which case AGENCY shall not be responsible for distributing after-school meals, snacks, and/or beverages.
- 7.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20 for elementary, middle, and high school programs, with no more than 20 youth for each qualified, adult staff supervisor. TK-K programs must operate on a 1:10 staff to youth ratio.
- 7.4.5. **Remote Provision of Services.** In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.
- 7.5.**Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
- 7.5.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:
- Financial reports
  - Activity reports
  - Outcomes reports: behavioral and academic

- Staff Qualifications

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

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

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

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

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

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

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

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

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

- Community organizations and public agencies

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

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

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

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

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

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

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

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

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

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

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

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

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

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

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

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

### 8.3.7. **Supervision**

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

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

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

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

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

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

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

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

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

8.3.10. Vendor is licensed to provide all proposed activities.

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

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

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

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

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



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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

#### 8.5.3. Swimming Activities

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

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

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

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

- 8.6.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the OUSD Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver, on a form to be provided by the OUSD to AGENCY prior to the beginning of each school year, executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
  - 8.6.2. Should AGENCY fail to provide an original, properly completed, signed, and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers, and agents from all claims and actions resulting therefrom.
  - 8.7. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).
9. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASES, 21st CCLC, ASSETS, & ELO-P grant funds contracted to AGENCY by OUSD for the fiscal year 2021-2022. AGENCY will function as a sub-recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub-recipient guidelines for the federal 21<sup>st</sup> Century Community Learning

Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

## 10. Invoicing

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

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

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

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

10.5. **Submission of Invoices for ASES, 21<sup>st</sup> Century, and ELO-P Grants.** For services rendered related to the ASES, 21<sup>st</sup> CCLC, ASSETS, ELO-P grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASES, 21ST CCLC, ASSETS, and ELO-P grants, with a cumulative total for 2022-2025 not to exceed the amount identified in Section 6, and in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD Expanded Learning Office via Salesforce Community invoicing tool. AGENCY will also submit the required OUSD invoicing and staff qualifications form via the Salesforce Community. OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 12. Changes

12.1. **Agency Changes.** AGENCY may, at any time, request in writing changes to the Scope of Work. . In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written request shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in an amended Scope of Work and signed by OUSD prior to AGENCY's implementation of such changes; changes that increase the proposed budget may require prior approval by the BOARD.

12.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2022-2023 through the 2024-2025 fiscal years to reflect additional changes resulting from such legislation.

## 13. Conduct of Consultant

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

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

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

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

- 13.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48-semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on-site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching, and preparation time to enable staff and agent performance to meet the goals of the ASES/21<sup>st</sup> Century after-school grant program and provide a safe and secure program.
- 13.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests, the removal of any AGENCY related persons, employees, representatives, or agents from the OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after-school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 13.3. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit F is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of a change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 13.4. **Drug-Free / Smoke-Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees, and or subcontractors.
- 13.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

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

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

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

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

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

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

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

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

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

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

**OUSD**

Name: Martha Pena  
Site/Dept: 922/Community Schools & Student Services  
Address: 1000 Broadway, Suite 150  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-2427  
Email: martha.pena@ousd.org

**AGENCY**

Name: Aaron Atlas  
Title: Chief Operating Officer  
Address: 1414 Walnut Street  
City, ST Zip: Berkeley, CA 94709  
Phone: 510-848-0237 x112  
Email: aaron.atlas@jcceastbay.org

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

17. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
18. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
19. **Program Books and Supplies.** Supplies can be purchased by OUSD and by the Lead Agency. A Lead Agency cannot exceed \$2,500 in supply purchases. Supplies to be used in both the school day and after-school program must be jointly funded, with a maximum of 50% applied to ASES/21st. All supplies purchased with grant funding are and remain the property of OUSD and must remain at the site.
20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/>

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

*S.D. Yu* 6/30/2022  
Date  
 President, Board of Education  
 State Administrator  
 Superintendent

*[Signature]* 6/30/2022  
Date  
Secretary,  
Board of Education

*[Signature]* 6/1/2022  
Date  
Executive Director  
Community Schools and Student Services Dept.

*[Signature]* 6/1/2022  
Date  
Chief Academic Officer  
Continuous School Improvement

**AGENCY**

*[Signature]* 5/31/2022  
Date  
Agency Signature  
Aaron Atlas, Chief Operating Officer  
Print Name, Title

**Attachments:**

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

Legislative File ID: 22-1500

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



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

After-School Sites:

| School Site Name:         | Projected After-School Enrollment Numbers: | Projected Three Year Grant: |
|---------------------------|--|-----------------------------|
| Joaquin Miller Elementary | 67   | \$600,000.00                |
|                           |  |                             |
|                           |  |                             |
|                           |  |                             |
|                           |  |                             |
|                           |  |                             |
|                           | Total:                                     | \$600,000.00                |

Exhibit B

Blank Template of PPT and Budget Tool

**INSERT HERE**



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

## ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2022-2023

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

@

| SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION  |   |  |  |
|--|---|--|--|
| School Site Name: <input style="width: 100%;" type="text"/>  | School Type: <ul style="list-style-type: none"> <li><input type="checkbox"/> Elementary (TK-5)</li> <li><input type="checkbox"/> Elementary/Middle (TK-8)</li> <li><input type="checkbox"/> Middle (6-8)</li> <li><input type="checkbox"/> High School (9-12)</li> <li><input type="checkbox"/> - Alternative High School</li> <li><input type="checkbox"/> - Continuation High School</li> <li><input type="checkbox"/> - Comprehensive High School</li> </ul> |  |  |
| CDS Code: <i>(This is a 14-digit code, search <a href="#">here</a>)</i><br><input style="width: 100%;" type="text"/> | Expanded Learning Lead Agency: <input style="width: 100%;" type="text"/>  |  |  |
| Principal Name: <input style="width: 100%;" type="text"/>  | Principal Signature and date: <input style="width: 100%;" type="text"/>   |  |  |
| Lead Agency Signatory Name: <input style="width: 100%;" type="text"/>  | Lead Agency Signature and date: <input style="width: 100%;" type="text"/>   |  |  |
| Executive Director, Community Schools & Student Services: <input style="width: 100%;" type="text"/>                  | Executive Director, CSSS Signature and date: <input style="width: 100%;" type="text"/>  |  |  |

| SECTION 2: PROGRAM OPERATIONS   |  |
|---|--|
| Average Daily Attendance, Program Dates, Minimum Days & Enrollment  |  |
| <p>To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year. Programs must begin to operate on the first day of school and run until the last day of school.</p>  |  |
| Projected daily attendance for 2022-2023 school year program.   | <input style="width: 100%;" type="text"/>  |
| Program Operations for the 2022-2023 school year. First Day: August 8, 2022 Last Day: May 25, 2023  |  |
| <b>UPDATED ED CODE:</b>   | Per CDE Education Code Section 8483.7(c) allows programs to closed for a <b>maximum of 3 days during a calendar year (not a school year)</b> for staff development. Families and school site personnel must be notified of these program closure dates in advance, and the lead agency must maintain and upload documentation of professional development activities offered on these dates, including training agenda and staff sign-in sheets. <b>This should be uploaded no later than 5 business days after the closure day.</b> |
| Identify the three days (if any) your program plans to close this year for PD. The program must be open all other days of the school year. (Updates for any date changes are due September 2022).   |  |
| 1st: <input style="width: 150px;" type="text"/>   | 2nd: <input style="width: 150px;" type="text"/>  |
| 3rd: <input style="width: 150px;" type="text"/>   |  |
| <p><b>Minimum Days.</b> When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. <b>There is an expectation already established for the 36 weekly minimum days, however, if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.</b></p> |  |
| Projected Number of Minimum Days for School Year 2022-2023: <input style="width: 150px;" type="text"/>  |  |
| Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, the school-site should help identify additional funds to support these additional hours of programs?   |  |

**SECTION 3a: PROGRAM MODEL. Average Daily Attendance, Program Dates, Minimum Days & Enrollment**

Which of the following program models will your site operate as for 2022-2023? [\(If you choose Extended Day, please explain why using this link.\)](#)

|                |   |
|----------------|---|
| Program Model: | Please only select <b>ONE</b> of the options below  |
|                | <input type="checkbox"/> Traditional After-school <input type="checkbox"/> Extended Program <input type="checkbox"/> Blended/Hybrid |

|  |   |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
|--|---|----|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|
| <p><b>Traditional After-School:</b> Voluntary program, open to all students, with enrollment priorities targeting certain students.</p> <p><b>Extended Day Program:</b> After-school-program classes offered to an entire group of students from targeted grades and/or for all students of the school after the end of the regular bell schedule. (Note: extended day classes must not appear on the school bell schedule)</p> <p><b>Blended/Hybrid:</b> A combination of some extended day and some traditional after-school programming. (If you are conducting a blended/hybrid program, please use the section below to explain your program model type.)</p> | <p style="text-align: center;"><b>Which grade levels will be served by this program?</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">TK</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>K</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>1</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>2</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>3</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>4</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>5</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>6</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>7</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>8</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>9</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>10</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>11</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>12</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table> | TK | <input type="checkbox"/> | K | <input type="checkbox"/> | 1 | <input type="checkbox"/> | 2 | <input type="checkbox"/> | 3 | <input type="checkbox"/> | 4 | <input type="checkbox"/> | 5 | <input type="checkbox"/> | 6 | <input type="checkbox"/> | 7 | <input type="checkbox"/> | 8 | <input type="checkbox"/> | 9 | <input type="checkbox"/> | 10 | <input type="checkbox"/> | 11 | <input type="checkbox"/> | 12 | <input type="checkbox"/> |
| TK   | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| K  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 1  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 2  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 3  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 4  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 5  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 6  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 7  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 8  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 9  | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 10   | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 11   | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |
| 12   | <input type="checkbox"/>  |    |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |   |                          |    |                          |    |                          |    |                          |

**ENROLLMENT PROCESS & TIMELINE**

**Instructions:**

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

**Please check the box below after completing the above instructions**

Enrollment Timeline has been uploaded to the Program Plan folder

*Important dates to include in your timeline*

**April - June:** Spring enrollment for 2022-2023 programs.  
 Families will be notified of 2022-2023 after-school enrollment before the **last day of school, May 27, 2022.**  
 After-school programs begin on the **first day of school** when enrollment is at a minimum 75% capacity.

**August - September:** new school year enrollment of families for remaining program slots.  
 The remaining program slots will be filled by **September 30, 2022**, except for slots reserved for transitional students (i.e., Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year  
 All programs must maintain **waitlists** for grades 7-12 after program slots are filled. There should be no waitlists for grades

TK-6 as funding is provided through ELO-P to eliminate waitlists for those grades.

CDE and OUSD have established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. With these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community. Make sure to include a description of 1-3 enrollment priorities that will be made public and why.

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

|  |
|--|
| <b>SECTION 3b: GOLDEN TICKET</b>   |
| <p><a href="#">Who can receive the Golden Ticket?</a></p> <p>Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a <i>Golden Ticket</i>. Transitional students are by definition:</p> <ul style="list-style-type: none"> <li>- Any OUSD student who is a homeless youth, as defined by the federal <b>*McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)</b>, who is in foster care, or is designated as an unaccompanied minor.</li> <br/> <li>- Any OUSD student who identifies as a newcomer, refugee or as an asylee. <b>*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)</b> <ul style="list-style-type: none"> <li>- Establishes the definition of homeless used by schools</li> <li>- Ensures that children and youth experiencing homelessness have immediate and equal access to public education</li> <li>- Provides for educational access, stability, and support to promote school success</li> <li>- Needed to address the unique barriers faced by many homeless students</li> </ul> </li> </ul> |

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

**Respond Below:**

|  |
|--|
| <p><b>Homework assistance in the core subjects (language arts, math, history /social science, etc.)</b></p>  |
| <p>How are students building academic skills? How is social-emotional academic development being integrated? (Include specific strategies for creating a <a href="#">safe &amp; supporting environment through encouragement and active engaged learning.</a>)</p> |

**Respond Below:**

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

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

**Respond Below:**

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

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

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

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

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

**Respond Below:**

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

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

**Respond Below:**

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

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

- i. **Any before care offered for TK- 6th grade**
- ii. **Class/Activity title i.e. African Dance, not just enrichment**
- iii. **Day and time offered**

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

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

#### Academic Alignment with School Day and [District Priorities](#)

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

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

#### [OUSD Student Learning Goals:](#)

- 1- All students build **relationships** to feel connected and engaged in learning
- 2- All students continuously grow towards meeting or exceeding standards in **English Language Arts**
- 3- All students continuously grow towards meeting or exceeding standards in **Math**
- 4- English Learner students continuously develop their language, reaching **English Fluency** in 6 years or less
- 5- All students grow a year or more in **Reading** each year
- 6- All Students graduate college-, career-, and community-ready

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

### **Respond Below:**

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

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

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

#### POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

Fill out this [Google Form](#) to identify where your program is with's quality standards. [Google Form](#)

#### Resources:

- [Definitions: CDE Quality Standards](#)
- [Unpacked: CDE Quality Standards & CQI Spectrum](#)
- [Scoring Key: CDE Quality Standards & CQI Process](#)

**PROGRAM SELF-ASSESSMENT TRUTH \* HOPE \* CHANGE \* CURIOSITY (TH3C)**

Indicate which stakeholders who participated in the Program Self-Assessment in 2021-2022

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Internal evaluator     | <input type="checkbox"/> External evaluator  | <input type="checkbox"/> School administrator  |
| <input type="checkbox"/> District administrator | <input type="checkbox"/> Certificated staff  | <input type="checkbox"/> Classified staff      |
| <input type="checkbox"/> Program director       | <input type="checkbox"/> Site coordinator    | <input type="checkbox"/> Site-level/line staff |
| <input type="checkbox"/> Parents/guardians      | <input type="checkbox"/> Students            | <input type="checkbox"/> Community partners    |
| <input type="checkbox"/> Advisory group         | <input type="checkbox"/> Other stakeholders: |  |

**TRUTH**

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

[Please use this template to help you identify your truth.](#)

**Respond Below:**

**HOPE**

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

**Respond Below:**

**CHANGE**

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

**Respond Below:**

**CURIOSITY**

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

**Respond Below:**



**CELEBRATE**

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

**Respond Below:**

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

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

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

**ELO-Program Elements:**

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

**Expanded Learning Priorities**

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

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

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

- Expanded Learning Provider
  OUSD School Staff
  Early Childhood Staff

**Program Information:**

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

Expanded Learning Program Hours: \_\_\_\_\_ Start Time: \_\_\_\_\_  
 End Time: \_\_\_\_\_

List Activities Below:

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

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

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

- Expanded Learning Provider
  OUSD School Staff

**Program Information:**

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

List Activities Below:

|   |                                 |
|---|---------------------------------|
| <input type="checkbox"/> Before School Care<br><input type="checkbox"/> OAL Sports<br><input type="checkbox"/> RJ Program<br><input type="checkbox"/> | <input type="checkbox"/> Other: |
|---|---------------------------------|

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

| Total ELO-P Funding |  |
|---------------------|--|
| \$0.00              | TK-K Expanded Learning Programs              |
| \$0.00              | Access to Expanded Learning Programs for ALL |
| <b>\$0.00</b>       | <b>Total Services</b>                        |

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

**SECTION 7: Facilities**

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

(b) Lead Agency Director, will go into [Facilitron website to complete facilities usage requests](http://Facilitron website to complete facilities usage requests) no later than May 15, 2022. Visit Facilitron website at: [www.facilitron.com/dashboard/login](http://www.facilitron.com/dashboard/login)

\*NOTE: If using the school kitchen during the program, there needs to be an **additional approved Facilitron request**. A Nutritional Services (NS) staff member must supervise the proper use of the kitchen equipment and clean up afterward. Program using the kitchen will need to pay for the NS staff member's time during the kitchen use, similar to custodian services. The staff's hourly rate will determine the rate of pay.

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

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

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

**SECTION 8a: PROGRAM FEES**

Will this expanded learning program charge program fees for 2022-2023  Yes  No

If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.

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

**SECTION 8b: PROGRAM FEES (Continued)**

|  |  |
|--|--|
| <p>Describe how the school/program plans to collect program fees and who will be exempt from paying fees or receiving a reduced fee?</p> |  |
|--|--|

|  |  |
|--|--|
| <p>Describe how all fees collected will be used for expanded learning programming.</p> |  |
|--|--|

|   |  |
|---|--|
| <p>Describe how fees will be communicated to school leaders/school community.</p> |  |
|---|--|

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

Please check the box below after completing the above instructions

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

# OUSD EXPANDED LEARNING PROGRAMS

## Partner Assurances & Agreements 2022–2023

|  |  |
|--|--|
| <u>School Site</u>                       |  |
| <u>Lead Agency</u>                       | <u>Date</u>  |
| <u>Name of Expanded Learning Program</u> | <u>Expanded Learning Site Coordinator Name (if known at this time)</u> |

Expanded Learning Safety and Emergency Planning

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

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

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

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

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

Yes   
No

**Facility Keys**

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

Yes  No

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

**Culture Keeper Staffing**

**Check One:**

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



## 2022-23 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

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





Exhibit C (1)



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

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

- ◆ All ELO-P, 21<sup>st</sup> Century and/or ASES attendances and invoices must be submitted via the OUSD/Expanded Learning Salesforce Community.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ All attendance must be entered into Aeries Student Information System and all copies of sign-in/sign-out sheets must be uploaded into the site's deliverable Google folder.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including a number of hours worked and the hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices and attendance for the month are due in the After School Programs Office no later than 5:00 p.m. on the 10<sup>th</sup> of the following month.
- ◆ **Invoices should be accompanied by one Invoicing and Staff Qualifications form per school site.**

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

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

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

### Paying OUSD Certificated Employees (Teachers)

- ◆ Extended Contract teachers should submit a “Request for Extended Contract” form to After School Programs Office IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All ELO-P, 21<sup>st</sup> Century and/or ASES Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers on extended contracts is \$38.50/hr.**
- ◆ Once the Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.
- ◆ Timesheets should be submitted to the After School Programs Office no later than the last working day of any month for payment at the end of the following month.

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

Exhibit C (3)



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

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

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

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

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

Exhibit D

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**



JEWICOM-01

SGONZALEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/2/2021

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

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

|   |   |
|---|---|
| <b>PRODUCER</b> License # 0757776<br><b>HUB International Insurance Services Inc.</b><br>3000 Executive Parkway<br>Suite 300<br>San Ramon, CA 94583 | <b>CONTACT NAME:</b> Christine Walker<br><b>PHONE (A/C, No, Ext):</b> (925) 415-1113 <b>FAX (A/C, No):</b> (925) 905-4284<br><b>E-MAIL ADDRESS:</b> Christine.Walker@hubinternational.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   |
| <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>NAIC #</b> 18058  |   |
| <b>INSURER B:</b> Security National Insurance Company (Am Trust) <b>19879</b>   |   |
| <b>INSURER C:</b>   |   |
| <b>INSURER D:</b>   |   |
| <b>INSURER E:</b>   |   |
| <b>INSURER F:</b>   |   |


**INSURED**  
  
 Jewish Community Center of the East Bay  
 1414 Walnut Street  
 Berkeley, CA 94709

**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   | ADDITIONAL INSURED | SUBR WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|--|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X                  |  | PHPK2297228   | 7/1/2021                | 7/1/2022                | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b><br>MED EXP (Any one person) \$ <b>20,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>3,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b><br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |                    |  | PHPK2297228   | 7/1/2021                | 7/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>   |                    |  | PHUB776200    | 7/1/2021                | 7/1/2022                | EACH OCCURRENCE \$ <b>7,000,000</b><br>AGGREGATE \$ <b>7,000,000</b><br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                    | Y/N<br><input checked="" type="checkbox"/> N / A | SWC1349837    | 7/1/2021                | 7/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oakland Unified School District is Additional Insured to the General Liability policy when required by written contract per the attached endorsement form PI-GLD-HS 10/11.

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY DELUXE ENDORSEMENT:  
 HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

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

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

**A. Extended Property Damage**

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

**a. Expected or Intended Injury**

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

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

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

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and  
(b) Not being used to carry persons or property for a charge;

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

**D. Damage to Property You Own, Rent or Occupy**

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

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

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

**E. Damage to Premises Rented to You**

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

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

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

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

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

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

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

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

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

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

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

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

**F. HIPAA**

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

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

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

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

This insurance does not apply to:

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

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

b. **Criminal Acts**

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

c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

d. **Compliance Reviews or Audits**

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

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

a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”

b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.

c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

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

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

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

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

e. **Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

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

1. b. is deleted in its entirety and replaced by the following:
  1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

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

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

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

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

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

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

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

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

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

**L. Additional Insureds**

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

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

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

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

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

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

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

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or



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

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

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

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



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

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

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

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

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

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

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

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

a. is amended to include:

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

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

b. is amended to include:

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

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

**N. Unintentional Failure To Disclose Hazards**

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

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

**O. Transfer of Rights of Recovery Against Others To Us**

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

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

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

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

**P. Liberalization**

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

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

**Q. Bodily Injury – Mental Anguish**

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

"Bodily injury" means:

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

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

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

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

- b. Malicious prosecution or abuse of process;

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

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

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

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

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

Exhibit E

Statement of Qualifications

**INSERT HERE**

## Statement of Qualification for JCC East Bay

### **Who we are**

Founded in 1978 as the Berkeley-Richmond JCC, a 502(c)3 non-profit organization, we continue to evolve to meet the community's needs. Serving over 9,000 people each year, the JCC plays an important role as a communal gathering place, celebrating people of all ages, backgrounds, and types of observance.

The JCC East Bay is a welcoming home for people of all ages and life stages. Our mission is to create healthy communities inspired by Jewish values, culture, and tradition. We build interpersonal relationships, foster learning and inspiration, and explore Jewish life. The JCC's core programs include intergenerational Jewish holiday celebrations; early childhood education and preschool; camp and afterschool programs; and provocative cultural arts and civic engagement events.

The JCC East Bay stands for equal rights and safety for people of all backgrounds and faiths. We welcome and support our diverse Jewish community, people of all religions, nationalities, and socioeconomic backgrounds, communities of color, people with disabilities, and the LGBTQ+ community.

### **Civic Engagement Mission**

The Jewish Community Center of the East Bay serves a diverse community and people with various points of view. We provide space for civic discourse, offering opportunities to talk across differences, discover shared values, and establish respectful engagement.

### **Our Vision**

Our vision is to provide high-quality programs and throughout the East Bay to advance, nurture, and evolve Jewish communal life and contribute to the vitality of the broader community.

### **What We do**

- Explore Jewish culture and tradition
- Foster learning and inspiration
- Build interpersonal relationships and connections
- Inspire civic engagement and leadership
- Nurture physical health and wellness

### **What JCC Kids Club is**

JCC Kids' Club at Joaquin Miller Elementary is a school-based afterschool program that is an extension of the formal school day. The program serves to complement and enhance learning in the classroom through educational, physical, artistic, and social experiences in a welcoming, inclusive atmosphere. Kids' Club at Joaquin Miller provides children the opportunity to expand their learning through enrichment classes, develop meaningful relationships with their

teachers, and build community with their peers. The program includes structured outside play, homework support, and plenty of fun activities to complement your child's school day.

Our staff is well trained in communication, conflict management, and lesson planning, and is here to support your child's needs whether it be helping with homework, reading a story, painting, or playing an energetic game of soccer.



**Board of Directors**

Aaron Fischer  
*President*

Steven Douglas  
*Vice President*

Juliette Linzer  
*Vice President*

Dara Pincas  
*Vice President*

Greg Terk  
*Secretary*

Mark Moss  
*Treasurer*

Tamara Abrams  
*Immediate Past President*

Midori Antebi

John Itcher

Josh Langenthal

Nathan Petrowsky

Robin Reiner

Hillary Reinis

Katie Gladstein Skjerping

Michael Zatkun

Melissa Chapman, ex officio  
*Chief Executive Officer*

Michael Kahn, ex officio  
*Facilities*

1414 Walnut Street  
Berkeley, CA 94709  
510.848.0237  
[jccastbay.org](http://jccastbay.org)

May 6, 2022

To Whom it May Concern:

The JCC East Bay ensures that everyone who works with youth are properly screened and qualified to work within our youth programs.

All employees, independent contractors, subcontractors and volunteers complete FBI and DOJ fingerprint background checks, and we have a requirement to report any changes to their status after this initial check. We also receive subsequent arrest records, so it is an expectation that the employee report any record prior to our receiving it from the state.

In addition, all staff must submit a negative TB clearance before they begin working with children.

Lastly, all staff are required to complete mandated reporting certification prior to beginning employment.

Thank you,

Aaron Atlas  
Chief Operating Officer, JCC East Bay



## EXHIBIT F

### Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- President, Board of Education
  - Superintendent or Designee

---

Secretary, Board of Education

AGENCY

---

EMPLOYEE

---



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) 21-115ExLO**

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

\* **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](mailto:procurement@ousd.org)

phone: (510) 434-4337

**Proposals Due:  
03/31/2022 at 2:00PM**

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

## **Submission Deadline & Process:**

Bids must be received prior to or on **March 31, 2022 at 2:00pm**

### **Provider to submit:**

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 21-115ExLO”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
EXPANDED LEARNING LEAD AGENCY  
FOR EXPANDED LEARNING OFFICES  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

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](mailto:procurement@ousd.org).

*\* Applications submitted after 2:00 pm (PST) on March 31, 2022 will not be considered.*

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

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*This RFP document and additional materials referenced within can be accessed at the OUSD website: [www.ousd.org/afterschool](http://www.ousd.org/afterschool). Select the “2022 Lead Agency Request for Proposals ” link under “Afterschool Programs.” Any updates on the RFP process will be posted here and you may sign up for our mailing list, so applicants are encouraged to visit the webpage.*

## B. Schedule

| Event   | Date                                       | Info   |
|---|--|--|
| RFP Process 2022 Announced                          | March 16, 2022                             | Save-the-Date                                    |
| RFP Digital Application Released                    | March 16, 2022                             |  |
| RFP Pre -Bid Conference (Virtual)                   | Session: March 22, 2022<br>@ 4:00 pm (PST) | Zoom link on <a href="#">Procurement Website</a> |
| RFP Deadline for Questions                          | March 25, 2022                             |  |
| <b>RFP Submission Dates</b>                         | <b>March 31, 2022 by 2:00 pm (PST)</b>     |  |
| RFP Proposal/Bid Opening (Virtual)                  | April 5, 2022<br>@ 11:00 am (PST)          | Zoom link on <a href="#">Procurement Website</a> |
| Lead Agency Status Notifications                    | April 12, 2022                             |  |
| Deadline to Appeal Decision                         | April 17 , 2022                            |  |
| Status Notification Publicized                      | April 17, 2022                             |  |
| School Site/Lead Agency Confirmation of Partnership | April 17 - April 24, 2022 (tentative)      |  |
| OUSD MOU Approval Season                            | April 2022                                 |  |
| Lead Agency Service Contract                        | July 1, 2022 - June 30, 2025               |  |

\*\*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](http://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](mailto: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.

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

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

## C.Required Supporting Documentation

To support 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 10-page limit for the RFP application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

- 1) One (1) sample Expanded Learning Program weekly schedule -  
Please list all activities with a short description of each activity
- 2) Program budget pertaining to the program schedule (see  
Application Question 2 in Appendix II for details)
- 3) Profit and loss statement and/or Copy of 2021 990 Tax Form
- 4) Copy of Monitoring Reports and/or other external evaluations of the program  
(maximum of 1)



- 5) Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- 6) Copy of organization's 501(c)(3) letter
- 7) Bank Statements to show proof of operating cash reserves (see Application Question 2 in Appendix II for details)
- 8) Job description for Site Coordinator and Program Instructor
- 9) Copy of IRS Letter Certifying Tax Exempt Status
- 10) Proof of "Active" status with the office of the California Secretary of State
- 11) Board Roster and Minutes – Include the current board roster indicating officers and affiliations as well as Minutes from the 2022-2023 school year.
- 12) Signed Letter of Agreement (see Section N)
- 13) Most recent audited financial statements within 2 years and summary of the audit findings
- 14) Letters of Reference (maximum of 2)
- 15) Documents demonstrating fulfillment of minimum Proposals (see Section M)
- 16) Certificate of current insurance

## D. Introduction and Overview

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

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

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

### Term of the List of Qualified Agencies

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

The selection of the expanded learnings & summer program Lead Agency is at the discretion of the school site administrator (Principal). School site administrators will select a Lead Agency from the list of approved fee-based after-school providers by assessing the quality/capacity of the current expanded learning program, identifying program goals, and

considering any other factors relevant to the school site. Supplemental school programs will be chosen by the district. Yearly program plans are created through a partnership between the Lead Agency and school site administrators to ensure both parties are meeting overall program expectations.

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

## Overview of OUSD Expanded Learning Programs

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

When programming is conducted in-person, over 9,000 students across 80 schools participate in OUSD expanded learning programs that operate Monday - Friday until 6:00 pm. Students who participate in expanded learning programs every day receive an additional 540 hours of learning by the end of the school year, equivalent to 90 additional days of school. In these valuable after-school hours, students engage in youth development activities that foster their physical health, social-emotional learning/well-being, and support their academic achievement in school. In order to meet these goals, the quality and success of the District's expanded learning programs is critical.

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

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

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

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

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

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

## E. Funding

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

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

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

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

- ASES: \$10.18/student/day for K-8th Grade students
- 21<sup>st</sup> Century: \$10.18/student/day for K-8th Grade students
- 21<sup>st</sup> Century ASSETS: \$10.10/student/day for high school students
- ELO-P: \$10.18/student/day for 1st-6th Grade students
- ELO-P: \$19.88/student/day for Tk-K students

## Other considerations for the allocations of funds

- Distance/Remote/Hybrid Programming:
  - During a state or national emergency CDE could expand learning programs to have the flexibility to provide adaptive services that best meet the needs of our students and communities and are required by OUSD, Region 4 ACOE and CDE.
- Other considerations for the allocations of funds are that:
  - OUSD elementary and middle school ASES grants can only be used to provide expanded learning programming daily (180 days) immediately after the school day and facilitate programming for at least 15 hours a week until at least 6:00 pm.
  - OUSD High School ASSETS base grants can be used to operate programs before school, after school, weekends and during summer/intersession in accordance with grant guidelines.
  - Some sites may also receive 21<sup>st</sup> Century related grants including Supplemental funding (to support summer programming).
  - ASES and 21<sup>st</sup> CCLC grant funds are intended to complement, but not supplant, other funding provided by OUSD, school sites, or community partners.
  - ASES and 21<sup>st</sup> CCLC Grant funds are inadequate to cover the true cost of running a high quality expanded learning program. OUSD and its Lead Agency community partners are committed to leveraging additional funding and resources to match grants provided by the California Department of Education.
  - ASES/21<sup>st</sup> Century grants are attendance-based grants.
  - ELO-P funding must be used to provide expanded learning opportunities during out-of-school time; before school, after-school, summer/intersession at no cost to unduplicated students.

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

## F. OUSD Expanded Learning / Program Operation

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

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

**Below is an outline of operational requirements.**

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

## G. Base-line Expanded Learning Program Requirements

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

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

An expanded learning program must include the following:

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



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

### Required Program Hours

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

## H. Staffing

Staff working in OUSD Expanded Learning Programs must meet the minimum requirements to be in compliance with the California Dept of Education Codes. Staff members who directly supervise students must meet the district's Proposal 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 for 1-12 grade and 1:10 for TK-K. Unless otherwise advised due to the health and safety of the students. It is highly recommended that each expanded learning program have a Site Coordinator who is full-time and situated at the school site during the day. The California Education Code provides that "selection of the program site [coordinator] shall be subject to the approval of the school site principal." The Lead Agency must notify school principals of any expanded learning staff changes.

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

## I. Enrollment, Attendance and Evaluation Documentation

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

- a. Enrollment: Approved Lead Agencies must be familiar with CDE guidelines of ASES, 21st CCLC, ELO-P, and ASSETs Programs when working with a unique population defined as foster youth, McKinney-Vento, and students qualify with free-reduced lunch status. Lead Agencies must prioritize enrollment for any child that is homeless, defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Lead agency will work with the school site administrator to develop a written enrollment policy. The enrollment policy needs to include, but not be limited to, enrollment priorities, application process, and acceptance notification, waitlist procedures, behavior guidelines, parental expectations, student expectations, procedure for removing students from expanded learning programs, and so on. Approved Lead Agencies are required to provide the written enrollment policy to all families who apply for the program.
- b. Fees: Unduplicated students must have access to the program for free. Lead Agencies should implement a process for identifying unduplicated students and ensuring that fees are not charged to those families.
- c. Attendance: Approved Lead Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with the Expanded Learning Office and CDE. All attendance documentation shall be closely monitored, and managed for accuracy by the Site Coordinator and/or occasional audit request by the district and CDE. This includes accurate completion and daily maintenance of student sign in/out sheets, weekly inputting of attendance data into the OUSD online system, and monthly submission of scanned electronic attendance records to OUSD ExLO. Lead Agencies are also responsible for conducting internal audits of attendance records to ensure that program sites maintain accurate, verifiable data on student attendance. All program records must be maintained for five years for auditing purposes.

## J. Contract and Payments

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

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

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

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

## K. Guidelines for Charging Fees

The intent of ASES, 21st CCLC, and ELO-P 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 CCLC, 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 students that fall under the category of **unduplicated can not be charged fees**. Sites that receive 21st CCLC and ASSETS grants will be required to report any fees collected (i.e.- registration fees, family fees, application fees, etc.). 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 unduplicated child will be denied services.

## L. RFP Process

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

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

Organizations completing this 2022 RFP process will be assessed and scored into one of the following three categories:

- 1) **Highly Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *all* Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFP. This *highly recommended* status will be valid for up to 3 years, depending on the organization's successful results in OUSD's annual Lead Agency evaluation process.
- 2) **Conditionally Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *most, though not all*, of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFP. 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 Lead Agency 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*. Re-assessment will include results of the annual Lead Agency evaluation process, if the organization is currently serving as a Lead Agency.

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

OUSD will notify an agency of its determination by April 22, 2022 via email. If OUSD determines that an agency is Not Recommended, the agency shall have the opportunity to contest that determination. Additional details regarding this process are contained in Section L.

The school site administrator may choose an approved Lead Agency to work on an annual basis; subject to the District's annual availability of funds, satisfactory contractor performance with respect to meeting targeted attendance goals, the contractor's ability to provide a quality program that supports school and district objectives, community partner evaluation criteria set forth by the District, and/or any other factors relevant to the school site. Beginning in 2022, OUSD will implement a new annual evaluation process to assess each community partner's effectiveness in fulfilling Lead Agency responsibilities.

## M. Minimum Proposals

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

Lead Agency: Elementary School

Lead Agency: Middle School (including K-8)

Lead Agency: High School

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

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

- Providing program services to the students in the service category (ies) being applied for. Specifically, evidence of a positive track record of the capacity to effectively coordinate the entirety of a school’s afterschool and/or extended learning year-long program as well as successful collaboration with the school site administrator, faculty and staff.
- Agency administrative capacity to comply with compliance and fiscal policies of the OUSD and CDE, including: agency administration manual; fiscal and personnel policies; attendance records; cost allocation plans, etc.
- Hiring, retention, and provision of professional development of appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.
- Capacity to effectively engage a large number of diverse students on an ongoing basis who demonstrate the desire and enthusiasm to participate in the program at a very high and consistent rate. Additionally, the agency can illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.
- Maintaining collaborative relationships with school site leadership in the development and implementation of a quality expanded learning program that supports the district’s and the school’s goals.

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

## N. Application Submission Contents

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

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

- 1) **Proposal Cover Sheet** (see Appendix I for sample)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should

state that the proposing agency is willing and able to perform the commitments contained in the application.

- 3) **Written Responses to Application Questions** (no more than 10 double-spaced pages in response to the four (4) titled sections that appear in Appendix II Application Questions), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Boilerplate Checklist:** “ Expanded Learning Program and Services Agreement” - Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFP (Appendix IV, version for Fiscal Year 21-22), and that your firm is willing to comply with OUSD contracting requirements.
- 6) **Sample Program Schedule and Summary:** Based on the sample program budget in question (2), please provide a sample program schedule along with a short description of each activity. No more than (2) pages.

## O. Application Submission Details

Applications must be received by, **March 31, 2022**

All applications will be submitted:

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: “**Response to RFP No. 21-114CSSS**”  
Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**INCREASING POSITIVE CULTURE & CLIMATE**  
**COMMUNITY SCHOOLS STUDENT SERVICES**

**Attention: PROCUREMENT DEPARTMENT**

**900 High Street**  
**OAKLAND, CA 94601**

*\*\* Applications submitted after 2:00 pm on March 31, 2022 will not be considered.*

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

## 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 10 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)



## P. Evaluation and Selection

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

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

### Evaluation Rubric

| Performance Area  | Expectations for Highly Recommended Lead Agencies  |
|---|--|
| <p><b>Organizational Capacity and District Alignment</b></p> <p>(25 Points)</p> | <ul style="list-style-type: none"> <li>● Agency has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students.</li> <li>● Agency can clearly articulate how expanded learning partnership with Oakland schools makes sense for their organization, and why they are well positioned to engage in partnership with OUSD.</li> <li>● Agency has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges.</li> <li>● Agency has extensive experience working in partnership with school sites and district leaders.</li> <li>● Agency has organizational experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.</li> <li>● Agency has the capacity to serve OUSD’s diverse student demographics.</li> </ul>  |
| <p><b>Fiscal Management and Resource Development</b></p> <p>(25 Points)</p>     | <ul style="list-style-type: none"> <li>● Agency has accurate documentation that highlights how the Lead Agency will allocate funds to run quality expanded learning programs based on grant requirements detailed in the funding description. i.e. 1:20 ratio for 1-12 grade and 1:10 ratio for TK-k programs etc.</li> <li>● Agency has a strong budget template that clearly illustrates staffing costs, a salaried full time coordinator, supplies, administrative costs and additional contributions to enhanced programming.</li> <li>● Agency clearly describes how they will secure additional funding to support the contracted funds.</li> <li>● Agency is able to clearly describe its systems, structures and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record keeping for auditing purposes.</li> <li>● Agency has audited financial statements and can produce accurate fiscal reports upon request.</li> <li>● Agency has strong fee structures in place to support a fee-based program. Including processes to identify unduplicated students and ensure that fees are not charge to these families.</li> </ul> |

|  |  |
|--|--|
| <p><b>Agency Infrastructure</b><br/>(25 Points)</p>                              | <ul style="list-style-type: none"> <li>● Agency has an organizational chart that supports successful program implementation and clearly describes agency staffing systems, and processes that will ensure that all Lead Agency responsibilities will be fulfilled effectively and with fidelity.</li> <li>● Agency has designated administrative systems and procedures in place to ensure that expanded learning programs are operating in full compliance of requirements set forth by OUSD and the California Department of Education (CDE).</li> <li>● There is clearly at least one designated manager/director level staff person in the agency that is the primary point of contact for the OUSD expanded learning partnership. This individual regularly participates in all district expanded learning collaborative meetings, required professional development, provided crisis management, and is regularly present at program sites to support the site coordinator and the school partnership.</li> <li>● Agency shows capacity to hire and support a clearly designated coordinator at each school site to facilitate and maintain active collaboration with the school site administrator and other school faculty.</li> </ul> |
| <p><b>Youth Development Expertise and District Alignment</b><br/>(25 Points)</p> | <ul style="list-style-type: none"> <li>● Agency’s program model clearly supports youth development. Agency provides descriptions of successes and challenges serving Oakland youth.</li> <li>● Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including: structured development plans;</li> <li>● Agency utilizes district opportunities, other partners and the greater community to continuously innovate and grow their youth development practices to better serve the community.</li> </ul>  |

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

## Q. Terms & Conditions for Receipt of Applications

### Errors and Omissions by Applicant

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

### Failure to Object to Errors and Omissions in Application

Failure by the District to object to an error, omission, or deviation in the application will in no way modify the 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 After-School Lead Agency MOU" sample contract). It is the responsibility of a contractor to comply with the law and OUSD Board policies. Submission of an application signifies that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

## Reservations of Rights by the District

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

# APPENDIX I: RFP Application

## 2022 OUSD Request for Proposals Application (Template)

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

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

Cover Sheet Template:

| Cover Sheet Template    |  |                           |  |
|-------------------------|--|---------------------------|--|
| Organization Name       |  |                           |  |
| Primary Contact Person: |  | Secondary Contact Person: |  |
| Email:                  |  | Email:                    |  |
| Telephone #:            |  | Telephone #:              |  |

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

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

---

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

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

## APPENDIX II: Application Questions

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

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

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

### 2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

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

- Your budget should also show secured leveraged funds (including program fees), and resources that you would contribute to the operational costs of running an after-school program.
  - Elementary/Middle School Funding:  $(\$10.18 \times (65\% \text{-total UDS}) \times 175 \text{days})$ 
    - Ex:  $(100 \text{ Unduplicated students} \times \$10.18 \times 175 \text{day}) \times 65\% = \mathbf{\$115,797}$
  - Your budget must detail:
    - Projected Program Fees
    - Staffing costs for service delivery, staff training, and prep time
    - Full time site coordinator
    - Any agency management-level staff who will be paid by grant funds for support of direct service programming
    - Supplies, materials, curriculum, books, field trips, etc.
    - Agency administrative costs not to exceed 4% of contracted amount Note:
      - Your budget does not need to include snack costs
  
- Describe how your organization will secure fees to ensure that program operations can sustain both ELO-P funded students and fee-based families. Organization's are recommended to have a digital fee platform to accurately track revenue from fees and should be available upon request for audit purposes. How will fees and additional funding help cover the costs of operating an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.
  
- Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

### 3. AGENCY INFRASTRUCTURE (2 Pages)

- Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.
  
- Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with requirements set forth by OUSD and the CA Dept. of Education. (*Unless otherwise stated by CDE under extenuating circumstances all sites are required to*):
  - Student ratio of 1:20 or better;
  - Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)



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

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

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

## APPENDIX III. Instructions for RFP Application Submission:

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

### Required Supporting Documentation Instructions:

All proposals will need to be in a Hardcopy Proposal and USB - Electronic RFP version. Any files missing could result in a disProposal from the RFP process.

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

- One (1) sample Expanded learning program schedule with activity summary
- A sample budget pertaining to the program schedule and activity summary
- Profit and loss statement and/or copy of 2020 990 Tax Form
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)
- Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- Copy of organization's 501(c)(3) letter
- Bank statements to show proof of operating cash reserves (reference application question 2 in appendix II for details)
- Job description for site coordinator and program instructor
- Copy of IRS letter certifying tax exempt status
- Proof of "active" status with the office of the California Secretary of State Board roster and minutes – Include the current board roster indicating officers and affiliations as well as Board approved minutes from the 2021-2022 school year.
- Signed letter of agreement (as elaborated upon in Section N)
- Most recent audited financial statements within 2 years and summary of the audit findings
- Letters of reference (maximum of 2)
- Documents demonstrating fulfillment of minimum Proposals (outlined in Section 13)
- Copy of certificate of current insurance

# APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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

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

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

## OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT

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

All applicants are required to review the contract template currently in use, and sign the OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist of the 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 IV), is willing and able to comply with OUSD contracting requirements, and understands that the standard OUSD Expanded Learning Lead Agency MOU is subject to change annually.*

---

**Signature**

---

**Date**

---

**Name and Title of Signatory**

---

**Name of Organization**

## APPENDIX V: Appeals Process for Applicants

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

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

The appellant must submit the appeal by April 17, 2022 (i.e., 5 business days after the Lead Agency Notification Date). If the appellant fails to file an appeal prior to the applicable appeals deadline, the appellant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process, or any other legal process or proceeding.

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

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

Appellants will receive written notice of the outcome of their appeal April 24, 2022. In the event that an applicant’s appeal is successful, the agency will be treated as all other prequalified agencies.

Complete Lead Agency application submission contents for RFP No. 21-115ExLo

1. Proposal cover sheet
2. Letter of agreement
3. Written responses to application questions
4. Supporting Documents (bound together)
5. Boilerplate checklist agreement page
6. Sample program schedule and summary



APPENDIX B: RFP Application

**2022 OUSD Request for Proposals Application (Template)**

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

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

Cover Sheet Template:

|                         |   |                           |                           |
|-------------------------|---|---------------------------|---------------------------|
|                         |   |                           |                           |
| Organization Name       | The Jewish Community Center of the East Bay |                           |                           |
| Primary Contact Person: | Melissa Chapman                             | Secondary Contact Person: | Aaron Atlas               |
| Email:                  | melissa.chapman@jceastbay.org               | Email:                    | aaron.atlas@jceastbay.org |
| Telephone #:            | 510-848-0237 x 111                          | Telephone #:              | 510-848-0237 x112         |

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

|  |     |         |
|--|-----|---------|
| Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.  | X   | Yes     |
|  |     | No      |
| Are you currently an OUSD Approved Lead Agency Partner?  |     | Yes     |
|  | X   | No      |
| Have you served as an OUSD Lead Agency partner before in past years?<br><br>If so, please identify the years and durations served.   |     | Yes     |
|  | X   | No      |
|  |     | # Years |
| Do you currently serve in the Lead Agency role for any other school districts besides OUSD?  |     | Yes     |
|  | X   | No      |
| <b>If yes</b> , please list all school districts you have served.  |     |         |
|  |     |         |
| How many school sites does your organization have the capacity to serve as a lead agency?  | 3-5 | # Sites |
| In the box below, please briefly explain your rationale for this number of sites?  |     |         |
| The JCC East Bay has a proven track record of running highly successful afterschool programs at OUSD sites for over 7 years. Additionally, the JCC runs a sought after, 120-child afterschool program in Berkeley. Pre-pandemic, our afterschool programs always had a waitlist. |     |         |

On behalf of The JCC East Bay (Agency), I, Melissa Chapman (name)  
CEO (Position), declare under penalty of perjury under the laws  
of the State of California that the foregoing is true and correct.

Signature: 

Date: 3/24/2022

# EastBay

Aaron Fischer

Steven Douglas  
Vice President

Juliette Linzer  
Vice President

Dara Pincas

Greg Terk

Mark Moss  
Director

Tamara Abrams  
Immediate Past President

Midori Antebi

John Fischer

Josh Langenthal

Nathan Petrowsky

Robin Reiner

Hillary Reinis

Katie Gladstein Skjerpig

Michael Zarkin

Melissa Chapman, ex officio  
Chief Executive Officer

Michael Kahn, ex officio  
FEU Fellow

1414 Walnut Street  
Berkeley, CA 94709  
510.848.0237  
jcc-eastbay.org

March 29, 2022

To Whom It May Concern:

JCC East Bay is committed to and able to perform the responsibilities and commitments as outlined in this application for RFP No. 21-115ExLO.

We understand and are prepared to cover at least 2 months of general operating expenses as a Lead Agency partner. Our financial records and budget will show that this is possible.


As expressed in our letters of recommendation from OUSD staff, JCC East Bay has a successful track record to effectively coordinate the entirety of a school's afterschool programs. We can and will properly demonstrate compliance with OUSD and CDE.

Our hiring, retention, and provision of professional development of staff serves OUSD students in a culturally and linguistically competent and age appropriate manner, with a focus on youth development strategies.

We do have the capacity to effectively engage a large number of diverse students on an ongoing basis. We also offer parent and family events for families to engage with each other, and participate in the afterschool program.

Our relationship with schools is exceptional, and we constantly seek to improve our relationship with each site. We collaborate regarding all issues related to the program and the school.

Thank you,



Melissa Chapman  
CEO, JCC East Bay

**Written Response to application for RFP No. 21-115ExLo**

Organizational Capacity

The JCC East Bay provides high-quality, values-based programs to advance, nurture, and evolve communal life and contribute to the vitality of the broader community. We foster learning and inspiration, build interpersonal relationships and connections, inspire civic engagement and leadership, and nurture health and wellness. We serve a diverse community and people with various points of view. We provide space for civic discourse, offering opportunities to talk across differences, discover shared values, and establish respectful engagement.

We understand and recognize the unique position Oakland students are in, and that students, even from the same schools, have wide-ranging needs. From socioeconomic status, to family makeup, to educational challenges, learning challenges, and physical challenges, we have worked closely with the school principals and parents in our programs to ensure that we are best serving their needs.

As a partner with OUSD, the JCC East Bay will build on the excellent foundation the students receive in school by providing safe, engaging, and impactful afterschool programming. This is at the core of what our agency delivers to our partners. The whole child is at the center of our philosophy for both our afterschool and early childhood programs. We understand that children bring their whole selves into the classroom and their extracurricular activities each day. Our staff help guide students with the understanding that each child is unique and learns in their own way. We've been serving the East Bay community in both Oakland and Berkeley for decades, and have a stellar reputation as a place where children grow and thrive.

**Written Response to application for RFP No. 21-115ExLo**

We have been an integral and positive partner at two OUSD elementary schools as you can see from our reference letters. Prior to the pandemic, we also operated a standalone afterschool program in Oakland, serving students who attended other OUSD elementary schools.

In working with these schools and parents, we have learned that partnership is the most effective and productive path towards success. This is most exemplified by our relationship with Cleveland Elementary and Joaquin Miller Elementary schools. All programmatic changes are evaluated in partnership with the principals at each school before any final determination is made. Additionally, we work with the resource teachers, classrooms teachers, and other staff so we know what is necessary for a seamless transition from school to afterschool. In working with new schools, we expect to employ a similar strategy. We need to understand our students' behavioral concerns, parental engagement, and academic challenges so we can best create an afterschool environment that allows them to unwind in a safe and meaningful way.

Every employee who is hired by JCC East Bay goes through a full screening and interviewing process by our HR department. We conduct background checks, as well as checks against all local and national youth registries. Many of our afterschool teachers have been with us for 3+ years, even through the pandemic. We are committed to providing ongoing training in both child development and age appropriate programming, as well as offer tools to serve our students in a culturally diverse and inclusive manner. As mentioned before, we serve the whole child, but we also serve the whole teacher. Each teacher comes to us with a unique background and story, and by providing a

**Written Response to application for RFP No. 21-115ExLo**

place for them to be their authentic selves, we can enable them to learn and grow in a meaningful way. The JCC East Bay's Director of Afterschool Programs supervises each site coordinator and their teams. This provides an additional layer of oversight for operations, record keeping, staff training, and parent communication. Our Chief Operating Officer has extensive experience and background in developing and supervising multiple afterschool programs.

**Written Response to application for RFP No. 21-115ExLo**

Fiscal Management and Resource Development

JCC East Bay is a 501c3 non profit organization. We serve the community in a variety of ways through preschool, afterschool, and summer camps, as well as through numerous arts programs, family engagement experiences, teen outreach, volunteer service, senior programming, wellness, and a focus on social justice for the Jewish and greater communities. One of our overall organizational goals is for each person who engages with us to feel a radical sense of belonging.

Our afterschool programs provide financial balance for the organization. Our afterschool programs show a bottom line surplus, and give us the ability to offer these other non-revenue generating community investments. That said, we operate our afterschool programs with integrity and care to ensure that the program fees are well worth the experience and learning the students receive. We have been operating under Community Care Licensing, which requires maintenance, record keeping, and strong oversight. We also prepare an agency budget that incorporates such expenses as payroll, inventory, enrollment software and server storage, compliance, and executive level oversight.

As you can see from our budget, we operate with a higher staff to student ratio than the required 20:1 student to staff to student ratio. For our youngest students, 10:1 is appropriate and would be our standard as well. Our budget does offer students flexibility in their schedules, to come as few as three days a week until 5:00pm, or all five days a week until 6:00pm. We will prioritize those unduplicated students who may need full time care at no charge, as expected.



**Written Response to application for RFP No. 21-115ExLo**

Our program fees were derived from our history of serving OUSD schools and their families.. These fees, combined with the ELO-P funding, will allow unduplicated students to participate unencumbered.

We utilize two digital systems for billing and accounting; one for POS enrollment, and one for billing and record keeping. Our financial oversight is managed by our Controller and Chief Financial Officer. Expenses are documented by appropriate line items in our budget actuals, and site directors verify that all was recorded properly. Payroll operations are managed by our Controller, and onboarding of new staff is managed by our Director of Operations, who manages the HR portfolio.,

We receive in excess of \$1M in grants and individual contributions annually for the organization. Our Development Director and CFO ensure that all grants and gifts are recorded and used properly, and that reports are properly generated for our funders.. Additionally, as a 501c3, we complete an annual audit statement from an outside contractor, and file and publicly display our fully transparent 990 via Guidestar/Candid, where we have Platinum status for the second year in a row Our audit has not yet been completed for fiscal year 2021, but we do have all previous audits available.



**Written Response to application for RFP No. 21-115ExLo**

Agency Infrastructure

Our organizational chart is expansive, and includes multiple layers of oversight and accountability. For the purposes of the ELO-P, each site coordinator supervises 1-2 assistant director/quality support coaches, and they are supervised by the Director of Afterschool Programs.

We will continue to support all students at a lower than 20:1 student to staffing ratio, including TK/K at 10:1 or better. Our Site Coordinator and assistant director/quality support coach will be responsible for managing site staff ratios and general supervision. Along with the Director of Afterschool Programs, the site leadership will conduct pre-school year staff training, and ongoing training opportunities throughout the year.

Our Director of Afterschool Programs and Director of Operations will ensure that staff meet the OUSD instructional aide requirements, including a minimum of 48 college units or instructional aide certification. They will also facilitate ongoing Diversity, Equity, Inclusion, and Belonging (DEIB) opportunities.

Our expectation is that the Site Coordinator will be the point person each day, and that the assistant director/quality support coach can step in as needed when the Site Coordinator is not present (in the event of sickness or approved vacation time). Both the Coordinator and assistant director/quality support coach will track attendance for unduplicated students to ensure that we are meeting the 85% minimum daily attendance standard.

As we have been operating under Community Care Licensing, staying in compliance with all records and files is already a direct responsibility of the site

**Written Response to application for RFP No. 21-115ExLo**

coordinator, and will remain with that person. We will ensure that whatever documentation differs between CCL and OUSD will be properly documented and stored, per OUSD's guidelines.

Our Site Coordinator will maintain frequent and ongoing communication with the school principal, or other school leadership, as we have been doing for years at Cleveland Elementary and Joaquin Miller Elementary. Along with the Chief Operating Officer, the Site Coordinator will be in regular contact with the OUSD ELO-P department to stay current on updates. Our site coordinator will oversee and maintain records associated with ELO-P reporting and will ensure up-to-date documentation of compliance. The Site Coordinator will send weekly reports to the Director of Afterschool Programs.

We are very proud of the ongoing relationships we have with our schools, and already know many families in the proposed new schools.. The Site Coordinator will work closely with school leadership regarding space needs, equipment sharing, facility needs, and any other school-based need.

**Written Response to application for RFP No. 21-115ExLo**

Youth Development Expertise, Program Quality Assessment Process, and School District Alignment

Our program model supports youth development in a variety of ways. Most noteworthy, is our commitment to staff training and putting the appropriate leadership in place. Our full leadership team across our afterschool sites are internal promotions, as evidenced by our directors' commitments to youth service. Our child-first approach means that although we may serve hundreds of children, we are careful not to make assumptions that are generalized or would marginalize a child. We focus on the individual needs of each child. In our prior and existing service in Oakland, we work carefully with each principal, along with the parents of our students to ensure each child and family receives individualized support. Every staff member participates in ongoing DEIB training, as our agency has a deep commitment to DEIB as the center of our philosophy.

Looking at the 12 quality standards as defined by the California Department of Education for expanded learning programs, the JCC East Bay excels at providing high quality programming that satisfies these standards. We are proud of the pillars on which we are built, and how they parallel those of the CDE. Our strengths include providing a safe and supportive environment; youth voice and leadership; healthy choices and behaviors; diversity, access, and equality; quality staff; clear vision, mission, and purpose; deep community partnerships; program management; and sustainability. We also acknowledge that we can continue to improve in all areas – even our strengths – but specifically, providing more active and engaged learning and skill development.

**Written Response to application for RFP No. 21-115ExLo**

Our programs are designed to be both supportive and engaging by nature for all children. We work hard to maintain open lines of communication with all children so they know that they have an ally in their teachers. We know that children thrive on the opportunity to make choices related to their own well being and experiences, so we intentionally develop many opportunities for choice, including the types of the activities they can participate in, how they engage in these activities, and with whom they participate. Additionally, we provide children opportunities to be leaders, and offer thoughtful ways to include and inspire everyone. From homework helpers, to snack assistance, to activity choices, to peer mediation and conflict resolution, leadership skills are infused throughout the day, and fundamental to their success.

Areas we can enhance further are related to skills development, and active and engaged learning, as we've not often been tasked with educational guidance beyond homework help. However, we always seek to offer literacy programs including reading groups, game development, and even opportunities for our older students to work with the younger ones. In fact, we have a new partnership with the Jewish Literacy Coalition who will help us to reframe our literacy education in all of our afterschool programs. We are excited about the prospect of introducing new skill development opportunities related to reading, writing, and the arts. We will also work with our staff who also serve as teachers in the schools to provide a more comprehensive homework assistance and tutoring experiences. As an agency, we have ample experience providing award-winning preschool education in an engaging way, and can readily expand into

**Written Response to application for RFP No. 21-115ExLo**

the elementary school age group. We intend to provide learning teams where our staff from preschool interacts with our afterschool staff to share best practices.

Our Director of Afterschool Programs has a background in both early childhood and school age education, and with our Preschool Director and site coordinators, will be hyper focused on ensuring that all of our programs continue to meet the same high standards of care. From onboarding to exit interviews, the staff are consistently providing input to us, as well as absorbing learning through as many means possible. We also belong to multiple local and national learning platforms and cohorts that focus on child development and best practices in the field. We build on this learning with all expanded learning teachers.

As a long- standing agency focused on afterschool programming, we understand the need for ongoing performance evaluations and work to avoid program fatigue. Our leadership participates in ongoing professional development to stay up-to-date on best practices and trends in the field, and ongoing quality control. As far as indicators of our success, in addition to written and virtual evaluations, we look to our retention of staff and students as significant measures that support our success. Our programs have shown resilience, even in the face of the pandemic.

*Both our kids really enjoyed JCC Kids Club at Joaquin Miller. The teachers were great and made a concerted effort to connect with parents. They had an organized, inclusive structure, and created a very fun program for the kids. They also offered wonderful enrichment opportunities through outside vendors.*

*--Judy S.*



## OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT

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

All applicants are required to review the contract template currently in use, and sign the OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist of the 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 IV), is willing and able to comply with OUSD contracting requirements, and understands that the standard OUSD Expanded Learning Lead Agency MOU is subject to change annually.*



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**Signature**

3/29/22

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**Date**

Melissa Chapman, CEO

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**Name and Title of Signatory**

JCC East Bay

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**Name of Organization**

Sample Schedule for RFP No. 21-115ExLo

|                      | Monday                              | Tuesday                                  | Wednesday  | Thursday                                | Friday                              |
|----------------------|-------------------------------------|--|--|---|-------------------------------------|
| Arrivals<br>12:50 PM | -                                   | -  | Kinder Arrival   | -                                       | -                                   |
| Arrivals<br>1:15 PM  | -                                   | -  | 1-5 Grade<br>Arrival / Free<br>Play                            | -                                       | -                                   |
| 2:00 PM              | -                                   | -  | Snack  | -                                       | -                                   |
| Arrivals<br>2:30 PM  | Kinder Arrival                      | Kinder Arrival                           | Art's Journey<br>Storytelling<br>Dungeons &<br>Dragons<br>Judo | Kinder Arrival                          | Kinder Arrival                      |
| Arrivals<br>2:50 PM  | 1-5 Grade<br>Arrival / Free<br>Play | 1-5 Grade<br>Arrival / Free<br>Play      | -  | 1-5 Grade<br>Arrival / Free<br>Play     | 1-5 Grade<br>Arrival / Free<br>Play |
| 3:10 PM              | Snack                               | Snack                                    | -  | Snack                                   | Snack                               |
| 3:20 PM              | Crafty Corner<br>Mandarin<br>Yoga   | Fuse Beads<br>Flag Football<br>Gardening | -  | STEM w/Lego<br>Cooking<br>Flag Football | Drawing<br>Chess<br>Basketball      |
| 4:00 PM              | Snack                               | Snack                                    | Snack  | Snack                                   | Snack                               |
| 4:10 PM              | STEM w/Legos<br>Homework Club       | Kickball<br>Homework Club                | Yoga<br>Homework Club  | Soccer<br>Homework Club                 | Gaga<br>Homework Club               |
| 5:00 PM              | Pick Up/ Free<br>Play               | Pick Up/ Free<br>Play                    | Pick Up/ Free<br>Play  | Pick Up/ Free<br>Play                   | Pick Up/ Free<br>Play               |
| 6:00 PM              | Pick Up/ End of<br>Day              | Pick Up/ End of<br>Day                   | Pick Up/ End of<br>Day   | Pick Up/ End of<br>Day                  | Pick Up/ End of<br>Day              |

Description of activities for RFP No. 21-115ExLo

|               |                    |  |
|---------------|--------------------|--|
| Area of focus |                    |  |
| Enrichment    | Art's Journey      | Taught by an outside vendor, students explore various mediums of art, and artists by genre   |
| Academic      | Storytelling       | Taught by an afterschool teacher, students are exposed in various ways to storytelling, reading, and creative tales. Storytelling takes multiple forms and varies by age |
| Enrichment    | Dungeons & Dragons | Taught by an afterschool teacher, students are introduced to a rudimentary form of D&D. Violence and acts of misconduct are not part of our games.                       |
| Phys Activity | Judo               | Taught by an outside vendor, students are introduced to martial arts. Instructor is certified judo master.   |
| Enrichment    | Crafty Corner      | Taught by an afterschool teacher, students are introduced to Mandarin through spoken language.   |
| Academic      | Mandarin           | Taught by a certified afterschool teacher, students explore various yoga positions and routines.   |
| Phys Activity | Yoga               | Taught by an afterschool teacher, students have free creativity to develop their own ideas.  |
| Enrichment    | Fuse Beads         | Taught by an afterschool teacher, students participate in skill building and then guided competition.  |
| Phys Activity | Flag Football      | Taught by an afterschool teacher, students develop and maintain a small garden on site.  |
| Enrichment    | Gardening          | Taught by an afterschool teacher, students participate in skill building and then guided competition.  |
| Phys Activity | Kickball           | Taught by an afterschool teacher, students participate in skill building and then guided competition.  |
| Phys Activity | Soccer             | Taught by an afterschool teacher, students participate in skill building and then guided competition.  |
| Phys Activity | Gaga               | Taught by an afterschool teacher, students participate in skill building and then guided competition.  |
| Academic      | STEM w/Lego        | Taught by an outside vendor, students explore STEM based concepts through the use of Legos.  |
| Enrichment    | Drawing            | Taught by an afterschool teacher, students are introduced to the techniques of drawing, and experience both guided and free drawing.                                     |
| Enrichment    | Chess              | Taught by an afterschool teacher, students learn the fundamentals of chess, including openings and common mistakes.  |
| Phys Activity | Basketball         | Taught by an afterschool teacher, students participate in skill building and then guided competition.  |
| Enrichment    | Cooking            | Taught by an afterschool teacher, students create healthy, uncooked snacks. We use items from our garden whenever possible.  |
| Academic      | Homework Club      | Taught by a certified teacher, students have access to homework assistance, tutoring, and guidance in completion of school work.   |



#### Required supporting documentation

1. Sample expanded schedule and list of all activities with description
2. Program budget
3. Profit and loss statement
4. Copy of monitoring report from CCL
5. Organizational chart
6. Copy of 501c3 documentation
7. Savings and Checkin account bank statements
8. Job descriptions for Site Coordinator, Quality Control Coach, Instructor
9. Documentation of tax exempt status
10. Proof of active status with CA Sec of State
11. Board roster and minutes
12. Signed letter of agreement
13. Most recent audit financial statement
14. Letters of reference
15. Documents demonstrating fulfillment of minimum proposals (clipped together)
16. Certificate of insurance

Sample Schedule for RFP No. 21-115ExLo

|                      | Monday                              | Tuesday                                  | Wednesday  | Thursday                                | Friday                              |
|----------------------|-------------------------------------|--|--|---|-------------------------------------|
| Arrivals<br>12:50 PM | -                                   | -  | Kinder Arrival   | -                                       | -                                   |
| Arrivals<br>1:15 PM  | -                                   | -  | 1-5 Grade<br>Arrival / Free<br>Play                            | -                                       | -                                   |
| 2:00 PM              | -                                   | -  | Snack  | -                                       | -                                   |
| Arrivals<br>2:30 PM  | Kinder Arrival                      | Kinder Arrival                           | Art's Journey<br>Storytelling<br>Dungeons &<br>Dragons<br>Judo | Kinder Arrival                          | Kinder Arrival                      |
| Arrivals<br>2:50 PM  | 1-5 Grade<br>Arrival / Free<br>Play | 1-5 Grade<br>Arrival / Free<br>Play      | -  | 1-5 Grade<br>Arrival / Free<br>Play     | 1-5 Grade<br>Arrival / Free<br>Play |
| 3:10 PM              | Snack                               | Snack                                    | -  | Snack                                   | Snack                               |
| 3:20 PM              | Crafty Corner<br>Mandarin<br>Yoga   | Fuse Beads<br>Flag Football<br>Gardening | -  | STEM w/Lego<br>Cooking<br>Flag Football | Drawing<br>Chess<br>Basketball      |
| 4:00 PM              | Snack                               | Snack                                    | Snack  | Snack                                   | Snack                               |
| 4:10 PM              | STEM w/Legos<br>Homework Club       | Kickball<br>Homework Club                | Yoga<br>Homework Club  | Soccer<br>Homework Club                 | Gaga<br>Homework Club               |
| 5:00 PM              | Pick Up/ Free<br>Play               | Pick Up/ Free<br>Play                    | Pick Up/ Free<br>Play  | Pick Up/ Free<br>Play                   | Pick Up/ Free<br>Play               |
| 6:00 PM              | Pick Up/ End of<br>Day              | Pick Up/ End of<br>Day                   | Pick Up/ End of<br>Day   | Pick Up/ End of<br>Day                  | Pick Up/ End of<br>Day              |

Description of activities for RFP No. 21-115ExLo

| Area of focus | Activity           | Description   |
|---------------|--------------------|---|
| Enrichment    | Art's Journey      | Taught by an outside vendor, students explore various mediums of art, and artists by genre  |
| Academic      | Storytelling       | Taught by an afterschool teacher, students are exposed in various ways to storytelling, reading, and creative tales. Storytelling takes multiple forms and varies by age. |
| Enrichment    | Dungeons & Dragons | Taught by an afterschool teacher, students are introduced to a rudimentary form of D&D. Violence and acts of misconduct are not part of our games.                        |
| Phys Activity | Judo               | Taught by an outside vendor, students are introduced to martial arts. Instructor is certified judo master.  |
| Enrichment    | Crafty Corner      | Taught by an afterschool teacher, students participate in arts and crafts that anyone can do easily.  |
| Academic      | Mandarin           | Taught by an afterschool teacher, students are introduced to Mandarin through spoken language.  |
| Phys Activity | Yoga               | Taught by a certified afterschool teacher, students explore various yoga positions and routines.  |
| Enrichment    | Fuse Beads         | Taught by an afterschool teacher, students have free creativity to develop their own ideas.   |
| Phys Activity | Flag Football      | Taught by an afterschool teacher, students participate in skill building and then guided competition.   |
| Enrichment    | Gardening          | Taught by an afterschool teacher, students develop and maintain a small garden on site.   |
| Phys Activity | Kickball           | Taught by an afterschool teacher, students participate in skill building and then guided competition.   |
| Phys Activity | Soccer             | Taught by an afterschool teacher, students participate in skill building and then guided competition.   |
| Phys Activity | Gaga               | Taught by an outside vendor, students explore STEM based concepts through the use of Legos.   |
| Academic      | STEM w/Lego        | Taught by an outside vendor, students are introduced to the techniques of drawing, and experience both guided and free drawing.   |
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| Enrichment    | Chess              | Taught by an afterschool teacher, students participate in skill building and then guided competition.   |
| Phys Activity | Basketball         | Taught by an afterschool teacher, students participate in skill building and then guided competition.   |
| Enrichment    | Cooking            | Taught by an afterschool teacher, students create healthy, uncooked snacks. We use items from our garden whenever possible.   |
| Academic      | Homework Club      | Taught by a certified teacher, students have access to homework assistance, tutoring, and guidance in completion of school work.  |

Program Budget for RFP No. 21-115ExLo

|   | INCOME                     | EXPENSE             |
|---|----------------------------|---------------------|
| <i>Detail of Income/Expense</i>   |                            |                     |
| Personnel   |                            |                     |
| Site Coordinator  |                            | \$55,000            |
| 1 Assistant Director, 1 Quality Control Coach   |                            | \$100,000           |
| Staff training - 21 teachers x \$21/hr x 5 hrs/day x 10 days (week prior and ongoing) |                            | \$22,050            |
| Inclusion Coordinator x \$23/hr x 4.5 hrs/day x 175 days                              |                            | \$18,113            |
| 20 teachers x \$21/hr x 4.5 hrs/day x 175 days  |                            | \$330,750           |
| Staff Absence -5%   |                            | (\$26,295.63)       |
| Payroll Taxes   |                            | \$44,966            |
| Workers Comp  |                            | \$8,993             |
| Health Insurance  |                            | \$74,943            |
| Dental Insurance  |                            | \$8,993.10          |
| Operating costs   |                            |                     |
| Telephone - 3 phones x \$60/month   |                            | \$2,160             |
| Program Supplies - art, sports, office supplies, etc \$1500/month                     |                            | \$18,000            |
| Learning tools \$500/month  |                            | \$6,000             |
| Printing \$100/month  |                            | \$1,200             |
| Miscellaneous supplies \$500/month  |                            | \$6,000             |
| Income  |                            |                     |
| 5 days/week until 6:00pm  | Monthly rate               |                     |
| 5 days/week until 5:00pm  |                            | \$612               |
| 4 days/week until 6:00pm  |                            | \$440               |
| 4 days/week until 5:00pm  |                            | \$499               |
| 3 days/week until 6:00pm  |                            | \$357               |
| 3 days/week until 5:00pm  |                            | \$403               |
| 3 days/week until 6:00pm  |                            | \$276               |
| AM Care   |                            | \$200               |
| 100 unduplicated students x \$10.18/day x 175 days x 65%                              | Number students            | \$244,800           |
|   | x 10 months                | \$176,000           |
|   |                            | \$49,900            |
|   |                            | \$107,100           |
|   |                            | \$80,600            |
|   |                            | \$82,800            |
|   |                            | \$100,000           |
|   |                            | \$115,798           |
|   | <b>CAMP TOTAL</b>          | <b>\$956,997.50</b> |
|   | <b>SURPLUS / (DEFICIT)</b> | <b>\$286,126</b>    |
|   |                            | <b>\$670,871.13</b> |

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**Jewish Community Center of the East Bay**  
**Profit & Loss**  
**July 2021 through February 2022**  


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**Jul '21 - Feb 22**

**Ordinary Income/Expense****Income****4000 · Program Service Fees**

|                               |              |
|-------------------------------|--------------|
| 4010 · Tuition                | 2,047,180.75 |
| 4020 · Processing Fees        | 22,825.00    |
| 4030 · Activities             | 0.00         |
| 4031 · Chugim/Enrichment Fees | 11,600.00    |
| 4095 · Scholarships Used      | (50,955.00)  |

|  |                     |
|--|---------------------|
| <b>Total 4000 · Program Service Fees</b> | <b>2,030,650.75</b> |
|--|---------------------|

**4100 · Grants**

|                                |            |
|--------------------------------|------------|
| 4110 · Foundation/Trust Grants | 746,449.00 |
| 4240 · Government Grants       | 12,583.00  |

|                            |                   |
|----------------------------|-------------------|
| <b>Total 4100 · Grants</b> | <b>759,032.00</b> |
|----------------------------|-------------------|

**4200 · Contributed Support**

|                       |            |
|-----------------------|------------|
| 4210 · Donations      | 405,609.36 |
| 4220 · Auto Donations | 1,538.20   |

|   |                   |
|---|-------------------|
| <b>Total 4200 · Contributed Support</b> | <b>407,147.56</b> |
|---|-------------------|

**4300 · Sales**

|                          |          |
|--------------------------|----------|
| 4320 · Facility Use      | 2,494.75 |
| 4340 · Non-taxable sales | 469.89   |

|                           |                 |
|---------------------------|-----------------|
| <b>Total 4300 · Sales</b> | <b>2,964.64</b> |
|---------------------------|-----------------|

|                     |                     |
|---------------------|---------------------|
| <b>Total Income</b> | <b>3,199,794.95</b> |
|---------------------|---------------------|

|                     |                     |
|---------------------|---------------------|
| <b>Gross Profit</b> | <b>3,199,794.95</b> |
|---------------------|---------------------|

**Expense****6100 · Personnel expenses**

|                                 |              |
|---------------------------------|--------------|
| 6101 · Salaries & wages         | 1,900,641.18 |
| 6103 · Payroll Taxes            | 147,511.29   |
| 6105 · Worker Compensation      | 31,234.53    |
| 6107 · Health Insurance         | 174,218.12   |
| 6109 · Dental                   | 17,831.91    |
| 6115 · Accrued Benefits Expense | 0.00         |
| 6116 · Recruiting Expenses      | 9,715.32     |
| 6120 · Mandatory Training       | 4,474.70     |
| 6125 · Disability Ins           | 3,971.36     |
| 6130 · Life Ins                 | 4,814.68     |

|  |                     |
|--|---------------------|
| <b>Total 6100 · Personnel expenses</b> | <b>2,294,413.09</b> |
|--|---------------------|

**6200 · Facilities Expenses**

|                            |           |
|----------------------------|-----------|
| 6201 · Facility rental     | 0.00      |
| 6204 · Utilities           | 24,431.64 |
| 6206 · Telephone           | 17,577.73 |
| 6207 · Janitorial Supplies | 9,273.66  |

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**Jewish Community Center of the East Bay**  
**Profit & Loss**  
**July 2021 through February 2022**  


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**Jul '21 - Feb 22**

|   |                   |
|---|-------------------|
| 6208 · Water                            | 5,457.05          |
| 6210 · Pest Control                     | 375.00            |
| 6213 · Janitorial Service               | 45,988.90         |
| 6215 · Alarm                            | 5,528.00          |
| 6218 · Building Repairs                 | 28,562.08         |
| 6221 · Equipment Repair                 | 406.80            |
| <b>Total 6200 · Facilities Expenses</b> | <b>137,600.86</b> |
| <b>6300 · Marketing Expenses</b>        |                   |
| 6301 · Advertising                      | 2,508.12          |
| 6304 · Website                          | 2,068.93          |
| 6306 · Gifts                            | 538.21            |
| 6308 · Newsletter                       | 1,361.50          |
| 6316 · Events                           | 0.00              |
| 6330 · Signage                          | 0.00              |
| <b>Total 6300 · Marketing Expenses</b>  | <b>6,476.76</b>   |
| <b>6400 · Overhead Expenses</b>         |                   |
| 6401 · Umbrella Insurance               | 5,904.64          |
| 6403 · Business Insurance               | 21,027.68         |
| 6409a · Directors & Officers Insu       | 17,664.80         |
| 6409b · Excess Accident Insuran         | 1,426.00          |
| <b>Total 6400 · Overhead Expenses</b>   | <b>46,023.12</b>  |
| <b>6610 · Bank Fees</b>                 |                   |
| 6612 · Bank Service Charges             | 1,205.08          |
| 6614 · Late Fees/NSF/OD                 | 0.00              |
| 6616 · Merchant fees                    | 32,468.16         |
| 6617 · Finance Charges                  | 108.90            |
| 6618 · Interest Expenses                | 0.00              |
| 6619 · Annual Account Fees              | 3,272.00          |
| <b>Total 6610 · Bank Fees</b>           | <b>37,054.14</b>  |
| <b>6620 · Automobile Expenses</b>       |                   |
| 6621 · Fuel                             | 226.56            |
| 6622 · Auto Repairs & Maintenanc        | 0.00              |
| 6624 · Toll & Parking                   | 42.40             |
| 6625 · DMV                              | 10.04             |
| 6626 · Employee Mileage                 | 501.07            |
| <b>Total 6620 · Automobile Expenses</b> | <b>780.07</b>     |
| <b>6630 · Professional Fees</b>         |                   |
| 6631 · Accounting Fees                  | 0.00              |
| 6632 · Legal Fees                       | 13,065.50         |
| 6633 · Payroll Administration           | 15,335.77         |
| 6635 · Contractors                      | 43,033.88         |

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**Jewish Community Center of the East Bay**  
**Profit & Loss**  
**July 2021 through February 2022**  
**Jul '21 - Feb 22**

|  |                     |
|--|---------------------|
| 6636 · Teachers                                  | 13,026.30           |
| 6637 · Performers, Speakers                      | 3,050.00            |
| 6638 · Security Services                         | 46,116.00           |
| 6639 · Computer Consulting                       | 30,082.25           |
| <b>Total 6630 · Professional Fees</b>            | <b>163,709.70</b>   |
| 6640 · Travel & Meals                            |                     |
| 6644 · Air Fare                                  | 396.40              |
| 6646 · Hotels                                    | 228.15              |
| <b>Total 6640 · Travel &amp; Meals</b>           | <b>624.55</b>       |
| 6670 · Taxes                                     |                     |
| 6674 · State                                     | 692.84              |
| 6676 · Personal Property Taxes                   | 2,898.12            |
| <b>Total 6670 · Taxes</b>                        | <b>3,590.96</b>     |
| 6700 · Other Operating Expenses                  |                     |
| 6407 · Licenses & Permits                        | 6,499.45            |
| 6408 · Professional Development                  | 28,324.04           |
| 6409 · Dues & Subscriptions                      | 21,766.59           |
| 6701 · Program Expenses                          | 24,149.63           |
| 6702 · Office Supplies                           | 18,901.62           |
| 6710 · Postage & Delivery                        | 5,557.26            |
| 6712 · Printing & Reproduction                   | 8,443.27            |
| 6715 · Equipment Rental                          | 6,021.81            |
| 6718 · Depreciation                              | 0.00                |
| 6725 · Equipment/Tools                           | 23,092.36           |
| <b>Total 6700 · Other Operating Expenses</b>     | <b>142,756.03</b>   |
| 6704 · Program Food & Beverages                  |                     |
| 6704a · Catering Service                         | 2,170.68            |
| 6704b · Food & Beverage Expenses                 | 37,058.22           |
| <b>Total 6704 · Program Food &amp; Beverages</b> | <b>39,228.90</b>    |
| <b>Total Expense</b>                             | <b>2,872,258.18</b> |
| <b>Net Ordinary Income</b>                       | <b>327,536.77</b>   |
| <b>Other Income/Expense</b>                      |                     |
| <b>Other Income</b>                              |                     |
| 7000 · Interest Earned                           | 921.06              |
| 7010 · Other income                              | 1,047,901.25        |
| 8250 · In Kind Donations                         | 972.00              |
| <b>Total Other Income</b>                        | <b>1,049,794.31</b> |
| <b>Other Expense</b>                             |                     |
| 8010 · Bad Debt Expense                          | 0.00                |
| 8011 · Other Expense                             | 0.00                |
| <b>Total Other Expense</b>                       | <b>0.00</b>         |

**Jewish Community Center of the East Bay**

**Profit & Loss**

**July 2021 through February 2022**

**Jul '21 - Feb 22**

**1,049,794.31**

**1,377,331.08**

**AQANBYFA**

**Net Other Income**

**Net Income**



Department of  
**SOCIAL SERVICES**

*Community Care Licensing*

**FACILITY EVALUATION REPORT**

Facility Number: 013421985  
 Report Date: 02/27/2018  
 Date Signed: 02/27/2018 06:23:22 PM

|  |  |
|--|--|
| STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY | CALIFORNIA DEPARTMENT OF SOCIAL SERVICES<br>COMMUNITY CARE LICENSING DIVISION<br>CCLD Regional Office, 1515 CLAY STREET, SUITE 1102<br>OAKLAND, CA 94612 |
| <b>FACILITY EVALUATION REPORT</b>                      |  |

|  |  |
|--|--|
| <b>FACILITY NAME:</b> JCC EAST BAY - JOAQUIN MILLER ELEMENTARY | <b>FACILITY NUMBER:</b> 013421985          |
| <b>ADMINISTRATOR:</b> ABIGAIL BOGGS-MAURA                      | <b>FACILITY TYPE:</b> 840                  |
| <b>ADDRESS:</b> 5525 ASCOT DR                                  | <b>TELEPHONE:</b> (510) 612-1516           |
| <b>CITY:</b> OAKLAND   | <b>STATE:</b> CA <b>ZIP CODE:</b> 94611    |
| <b>CAPACITY:</b> 200   | <b>CENSUS:</b> 169 <b>DATE:</b> 02/27/2018 |
| <b>TYPE OF VISIT:</b> Required - 3 Year                        | <b>UNANNOUNCED TIME BEGAN:</b> 02:21 PM    |
| <b>MET WITH:</b> Andrea Gorham                                 | <b>TIME COMPLETED:</b> 07:00 PM            |

| NARRATIVE |  |
|-----------|--|
| 1         | Licensing Program Analyst Caroline Colson met with Andrea Gorham, acting director, for an                      |
| 2         | unannounced random annual inspection. There are six classrooms including the library for the entire            |
| 3         | program. Present in the facility are 169 school age children and 16 staff members including the acting         |
| 4         | director. Sign-in and sign-out sheets were reviewed to verify census and signatures. The facility is in        |
| 5         | good repair. <b>CLASSROOMS:</b> The entire center was inspected. There are adequate play and learning          |
| 6         | materials available. Furniture and equipment is age appropriate and in good repair. There is adequate          |
| 7         | heating, ventilation and lighting. Drinking water is available inside and outside the center. There is a       |
| 8         | working telephone on site. There is proper individual storage space for each child. There are separate         |
| 9         | bathrooms for staff and children. The isolation area for sick children is the director's office. The isolation |
| 10        | bathroom is the staff bathroom which is located across the hallway from the director's office.                 |
| 11        | <b>BATHROOMS AND TOILETING AREAS:</b> Toilets and faucets work properly. The children are able to              |
| 12        | reach the sink and toilets. Toilet paper, soap, and paper towels are all available to the children.            |
| 13        | Adequate lighting is provided in both bathrooms. The school has hot and cold water available to the            |
| 14        | children. <b>INSPECTION OF FOOD SERVICE AREA:</b> The school provides 1 snack a day. Food was                  |
| 15        | inspected for freshness and quantity. <b>INSPECTION OF OUTDOOR PLAY AREA:</b> There are age                    |
| 16        | appropriate toys and materials for the children. <b>HEALTH RELATED SERVICES:</b> Center Director states        |
| 17        | that there are no medications stored at the center. Earthquake emergency items are available and               |
| 18        | stored in director's office. The first aid kit is complete and available. <b>RECORDS:</b> Staff members and    |
| 19        | children's files were reviewed. Required forms were posted in an public accessible area. Fire and              |
| 20        | Disaster drills are conducted every six months. CPR and First Aid certificates are current and expire on       |
| 21        | May 30, 2019.  |
| 22        |  |
| 23        | See LIC 809 C for additional information   |
| 24        |  |
| 25        |  |

|  |                                  |
|--|----------------------------------|
| <b>SUPERVISOR'S NAME:</b> Anika Evans            | <b>TELEPHONE:</b> (510) 286-4350 |
| <b>LICENSING EVALUATOR NAME:</b> Caroline Colson | <b>TELEPHONE:</b> (510) 725-7008 |
| <b>LICENSING EVALUATOR SIGNATURE:</b>            | <b>DATE:</b> 02/27/2018          |

I acknowledge receipt of this form and understand my licensing appeal rights as explained and received.

FACILITY REPRESENTATIVE SIGNATURE:

DATE: 02/27/2018

This report must be available at Child Care and Group Home facilities for public review for 3 years.

LIC809 (FAS) - (06/04)

Page: 1 of 5

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
COMMUNITY CARE LICENSING DIVISION  
CCLD Regional Office, 1515 CLAY STREET, SUITE 1102  
OAKLAND, CA 94612

**FACILITY EVALUATION REPORT (Cont)**

FACILITY NAME: JCC EAST BAY - JOAQUIN MILLER ELEMENTARY

FACILITY NUMBER: 013421985

DEFICIENCY INFORMATION FOR THIS PAGE:

VISIT DATE: 02/27/2018

| Deficiency Type<br>POC Due Date /<br>Section Number          | DEFICIENCIES   | PLAN OF CORRECTIONS(POCs)   |
|--|--|---|
| Type A<br>03/06/2018<br>Section Cited<br>CCR<br>101229(a)(1) | <p>RESPONSIBILITY FOR PROVIDING CARE AND SUPERVISION:</p> <p>1</p> <p>2 A child was found inside of the school</p> <p>3 without adult supervision. There was a</p> <p>4 group of children located behind a</p> <p>5 portable. There was a teacher</p> <p>6 supervising a large group of children</p> <p>7 near the green tables.</p> | <p>1 Licensee will ensure that all students</p> <p>2 are supervised at all times. A written</p> <p>3 plan of action will be submitted to</p> <p>4 ensure supervision is provided at all</p> <p>5 times.</p> <p>6 Failure to correct will result in a \$100</p> <p>7 per day civil penalty until corrected.</p> <p>Repeat violations are \$250.00 per violation and \$100 per day until corrected.</p> |
|  | <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>   | <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>  |
|  | <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>   | <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>  |
|  | <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>   | <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>  |

Failure to correct the cited deficiency(ies), on or before the Plan of Correction (POC) due date, may result in a civil penalty assessment.

SUPERVISOR'S NAME: Anika Evans  
LICENSING EVALUATOR NAME: Caroline Colson  
LICENSING EVALUATOR SIGNATURE:

TELEPHONE: (510) 286-4350  
TELEPHONE: (510) 725-7008  
DATE: 02/27/2018

I acknowledge receipt of this form and understand my appeal rights as explained and received.

FACILITY REPRESENTATIVE SIGNATURE:

DATE: 02/27/2018

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL  
SERVICES  
COMMUNITY CARE LICENSING DIVISION  
CCLD Regional Office, 1515 CLAY STREET, SUITE  
1102  
OAKLAND, CA 94612**FACILITY EVALUATION REPORT (Cont)****FACILITY NAME:** JCC EAST BAY - JOAQUIN MILLER  
ELEMENTARY**FACILITY NUMBER:** 013421985**VISIT DATE:** 02/27/2018**NARRATIVE**

1 There are no bodies of water accessible to children. There are no firearms on the premises. Children  
2 are being visually supervised. All storage areas for poisons are locked. Pest Integrated Management  
3 and Mandated Reporting were discussed. Mandated Reporting is due on March 30, 2018. The website  
4 is [www.mandatedreporter.ca.com](http://www.mandatedreporter.ca.com).

6 This facility is not providing Incidental Medical Services-IMS at this time. LPA discussed IMS services  
7 and the requirement to update the plan of operation. Specifics on the plan can be found in the child care  
8 center evaluator manual (CCC EM) Policy 101173. The following information regarding ADA was  
9 provided: US Department of Justice (USDOJ) toll-free ADA Information Line at (800) 514-0301 (voice)/  
10 (800) 514-0383 (TTY) and link to publication: Commonly Asked Questions about Child Care Centers  
11 and the ADA, available at: <http://www.ada.gov/childqanda.htm>.

13 The childcareadvocatesprogram@dss.ca.gov is the email address for the applicant to sign up to receive  
14 PINS.

17 Licensee was asked to go to our website at [www.cclld.ca.gov](http://www.cclld.ca.gov) to ensure that she is informed of all new  
18 laws and regulations.

20 Please see LIC 809 D for deficiencies

22 The attached type A deficiency is cited today and must be corrected by the due date. Upon receipt,  
23 licensee shall post and provide copies of this licensing report to parents/guardians of children in care at  
24 the facility and to parents/guardians of children newly enrolled at the facility during the next 12 months.  
25 All parents/guardians must sign an acknowledgement form of proof of receiving this report (LIC 9224).  
26 The LIC 9224 must be placed in the child's file to be reviewed by licensing.

28 The attached type B deficiencies are cited today and must be corrected by the due date. Notice of site  
29 visit was posted at the time of the inspection and must be posted for 30 days. An exit interview was  
30 conducted. Appeal rights were given and discussed. This report must be available for public review for 3  
31 years.

**SUPERVISOR'S NAME:** Anika Evans  
**LICENSING EVALUATOR NAME:** Caroline Colson  
**LICENSING EVALUATOR SIGNATURE:**

**TELEPHONE:** (510) 286-4350  
**TELEPHONE:** (510) 725-7008  
**DATE:** 02/27/2018

**I acknowledge receipt of this form and understand my licensing appeal rights as explained and received.**

**FACILITY REPRESENTATIVE SIGNATURE:**

**DATE:** 02/27/2018

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL  
SERVICES  
COMMUNITY CARE LICENSING DIVISION  
CCLD Regional Office, 1515 CLAY STREET, SUITE  
1102  
OAKLAND, CA 94612**FACILITY EVALUATION REPORT (Cont)****FACILITY NAME:** JCC EAST BAY - JOAQUIN MILLER  
ELEMENTARY**FACILITY NUMBER:** 013421985**DEFICIENCY INFORMATION FOR THIS PAGE:****VISIT DATE:** 02/27/2018Deficiency Type  
POC Due Date /

DEFICIENCIES

PLAN OF CORRECTIONS(POCs)

| Section Number  |                                 |   |  |
|---|---------------------------------|---|--|
| Type B<br>03/27/2018<br>Section Cited<br>CCR<br>101515(e)       | 1<br>2<br>3<br>4<br>5<br>6<br>7 | School-Age Child Care Center Director Qualifications and Duties<br><br>A. Gorham doesn't have transcripts to verify her directorship.   | 1<br>2<br>3<br>4<br>5<br>6<br>7<br>Licensee will obtain transcripts and send to Oakland CCL.<br><br>Failure to correct will result in a \$100 per day civil penalty until corrected. Repeat violations are \$250.00 per violation and \$100 per day until corrected.       |
| Type B<br>03/27/2018<br>Section Cited<br>CCR<br>101221(b)(8)(C) | 1<br>2<br>3<br>4<br>5<br>6<br>7 | Child's Records.<br>A signed consent form for emergency medical treatment shall be in the child's record unless §101220(f) is applicable. C2, C5 and C7 don't have consent for medical treatment. | 1<br>2<br>3<br>4<br>5<br>6<br>7<br>Licensee will ensure that all children have consent for medical treatment.<br><br>Failure to correct will result in a \$100 per day civil penalty until corrected. Repeat violations are \$250.00 per violation and \$100 per day until |
| Type B<br>03/27/2018<br>Section Cited<br>HSC<br>1596.841        | 1<br>2<br>3<br>4<br>5<br>6<br>7 | Current roster of children provided care in facility required<br><br>The facility doesn't have a current roster.  | 1<br>2<br>3<br>4<br>5<br>6<br>7<br>Licensee was given a roster to complete and send to Oakland CCL.<br><br>Failure to correct will result in a \$100 per day civil penalty until corrected. Repeat violations are \$250.00 per violation and \$100 per day until           |
|   | 1<br>2<br>3<br>4<br>5<br>6<br>7 |   | 1<br>2<br>3<br>4<br>5<br>6<br>7  |

Failure to correct the cited deficiency(ies), on or before the Plan of Correction (POC) due date, may result in a civil penalty assessment.

|  |                                  |
|--|----------------------------------|
| <b>SUPERVISOR'S NAME:</b> Anika Evans            | <b>TELEPHONE:</b> (510) 286-4350 |
| <b>LICENSING EVALUATOR NAME:</b> Caroline Colson | <b>TELEPHONE:</b> (510) 725-7008 |
| <b>LICENSING EVALUATOR SIGNATURE:</b>            | <b>DATE:</b> 02/27/2018          |

I acknowledge receipt of this form and understand my appeal rights as explained and received.

|   |                         |
|---|-------------------------|
| <b>FACILITY REPRESENTATIVE SIGNATURE:</b> | <b>DATE:</b> 02/27/2018 |
|---|-------------------------|

LIC809 (FAS) - (06/04)

Page: 5 of 5

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
COMMUNITY CARE LICENSING DIVISION  
CCLD Regional Office, 1515 CLAY STREET, SUITE 1102  
OAKLAND, CA 94612

## FACILITY EVALUATION REPORT (Cont)

**FACILITY NAME:** JCC EAST BAY - JOAQUIN MILLER ELEMENTARY

**FACILITY NUMBER:** 013421985

**DEFICIENCY INFORMATION FOR THIS PAGE:**

**VISIT DATE:** 02/27/2018

| Deficiency Type<br>POC Due Date /<br>Section Number        | DEFICIENCIES  | PLAN OF CORRECTIONS(POCs)   |
|--|---|---|
| Type B<br>03/27/2018<br>Section Cited<br>CCR<br>101216(g)2 | 1 Personnel Requirements. All personnel<br>2 including the licensee shall have a<br>3 health-screening report, including<br>4 specified information, signed by the<br>5 person who performed it.<br>6<br>7 A. Gorham doesn't have a health<br>screening report. | 1 Licensee will ensure that all staff have a<br>2 current health screening report on file<br>3 for review. A copy of the new health<br>4 screening will be sent to Oakland CCL.<br>5<br>6 Failure to correct will result in a \$100<br>7 per day civil penalty until corrected.<br>Repeat violations are \$250.00 per |



|  |                                 |  |   |
|--|---------------------------------|--|---|
|  |                                 |  | violation and \$100 per day until corrected.  |
| Type B<br>03/27/2018<br><b>Section Cited</b><br>CCR<br>101229.1(a)1    | 1<br>2<br>3<br>4<br>5<br>6<br>7 | The person who signs the child in/out shall use his/her full legal signature and shall record the time of day.<br><br>Staff and Parents/Guardians are providing legal signatures when signing or signing out of the facility.  | 1<br>2<br>3<br>4<br>5<br>6<br>7<br>A copy of the letter sent to all parents will be provided to Oakland CCL. In addition, a new sign in and sign out sheet will be provided to include more space for legal signatures.<br><br>Failure to correct will result in a \$100 per day civil penalty until corrected. Repeat violations are \$250.00 per violation and \$100 per day until corrected. |
| Type B<br>03/27/2018<br><b>Section Cited</b><br>HSC<br>1596.7995(a)(1) | 1<br>2<br>3<br>4<br>5<br>6<br>7 | Employees or volunteers at day care center; immunization requirements; records; exemptions: Commencing September 1, 2016, a person shall not be employed or volunteer at a day care center if he or she has not been immunized against influenza, pertussis, and measles. Each employee and volunteer shall receive the Influenza vaccination between August 1 and December 1 of each year.<br>A. Gorham doesn't have measles. | 1<br>2<br>3<br>4<br>5<br>6<br>7<br>Licensee will obtain or provide proof of all immunization records.<br><br>Failure to correct will result in a \$100 per day civil penalty until corrected. Repeat violations are \$250.00 per violation and \$100 per day until corrected.   |
| Type B<br>03/27/2018<br><b>Section Cited</b><br>CCR<br>101227(a)(6)    | 1<br>2<br>3<br>4<br>5<br>6<br>7 | Food Service. Menus shall be posted at least one week in advance in a place visible by the child's authorized representative, dated and kept on file for 30 days, and made available upon request.<br><br>The menu is only available on a weekly basis.  | 1<br>2<br>3<br>4<br>5<br>6<br>7<br>Licensee will ensure that the menu is available a week in advance.<br><br>Failure to correct will result in a \$100 per day civil penalty until corrected. Repeat violations are \$250.00 per violation and \$100 per day until corrected.   |

**Failure to correct the cited deficiency(ies), on or before the Plan of Correction (POC) due date, may result in a civil penalty assessment.**

|  |                                  |
|--|----------------------------------|
| <b>SUPERVISOR'S NAME:</b> Anika Evans  | <b>TELEPHONE:</b> (510) 286-4350 |
| <b>LICENSING EVALUATOR NAME:</b> Caroline Colson   | <b>TELEPHONE:</b> (510) 725-7008 |
| <b>LICENSING EVALUATOR SIGNATURE:</b>  | <b>DATE:</b> 02/27/2018          |
| <b>I acknowledge receipt of this form and understand my appeal rights as explained and received.</b> |                                  |
| <b>FACILITY REPRESENTATIVE SIGNATURE:</b>  | <b>DATE:</b> 02/27/2018          |



To: Community Care Licensing

From: Samantha Kelman and Kamela Jackson

Date: 4/9/2018

Subject: Facility Evaluation Report of the JCC Joaquin Miller Afterschool Program on 2/27/2018

Dear Caroline,

Please see the attached documentation submitted on 4/9/18. We are still waiting for Andrea Gorham to return from disability in order to provide her completed director's packet. This should be in the next few weeks.

Best,

Samantha Kelman  
Chief Operating Officer

Kamela Jackson  
Director of Afterschool Programs

# JCC East Bay

Jewish Community Center of the East Bay

To: Community Care Licensing

From: Andrea Gorham and Dane Fox-McGraw

Date: 4/9/2018

Subject: Facility Evaluation Report of the JCC Joaquin Miller Afterschool Program on 2/27/2018

Dear Community Care Licensing,

This memo is to notify you that the Jewish Community Center of the East Bay Joaquin Miller After-School Program has corrected the deficiencies cited on 2/27/2018.

1. 101229(a)(1) – Please see attached Comprehensive Supervision Plan.
2. 101216(g)2 – Health screening transcripts for A. Gorham in process.
3. 101229.1(a)1 - Please see attached sample of corrected sign in/out sheets allowing for full legal signature.
4. 1596.7995(a)(1) – Immunization records for A. Gorham in process from Kaiser.
5. 101227(a)(6) – Language changed on posted menu from “Weekly” to “Yearly”

Andrea is completing items 2 and 4 presently. We are waiting for transcripts from San Leandro Unified School District and will be getting a blood test on Friday 4/13/18. We are sorry for the delay. We are sending a hard copy in the mail today as well.

**PROOF OF CORRECTION(S)**

|   |                          |  |
|---|--------------------------|--|
| FACILITY NAME<br>JCC EAST BAY - JOAQUIN MILLER ELEMENTARY | FACILITY NO<br>013421985 | LICENSING EVALUATOR<br>Caroline Colson |
|---|--------------------------|--|

This form shall be used in conjunction with the Licensing Report (LIC 809) and is provided to the facility to verify the correction of deficiency(ies) cited in a licensing visit to your facility on 2/27/2018. The use of this (DATE) form will not prohibit the Licensing Evaluator from conducting follow-up visits to ensure that deficiencies are corrected. (See instructions on back of this form).

| DEFICIENCY(IES)<br>SECTION NUMBER | PROOF OF CORRECTION |         |           |                |       | DATE<br>CORRECTED |
|-----------------------------------|---------------------|---------|-----------|----------------|-------|-------------------|
|                                   | PICTURE             | RECEIPT | PHOTOCOPY | *CERTIFICATION | OTHER |                   |
| 1. 101229(a)(1)                   |                     |         |           |                |       | 2/28/18           |
| 2. 101216(g)2                     |                     |         |           |                |       | 4/20/18           |
| 3. 101229.1(a)1                   |                     |         |           |                |       | 3/5/18            |
| 4. 1596.7995(a)(1)                |                     |         |           |                |       | 4/20/18           |
| 5. 101227(a)(6)                   |                     |         |           |                |       | 2/28/18           |
| 6.                                |                     |         |           |                |       |                   |
| 7.                                |                     |         |           |                |       |                   |
| 8.                                |                     |         |           |                |       |                   |
| 9.                                |                     |         |           |                |       |                   |

I certify, under penalty of perjury under the laws of the State of California, that the above is true and correct and that I have corrected all deficiencies above on or before the date(s) indicated.

SIGNATURE OF LICENSEE/FACILITY REPRESENTATIVE

DATE

4/18/2017

\*Certification - This box may be checked if there is no other means to verify that the deficiency has been corrected. By signing this form, the licensee is self-certifying that the corrections have been made. If the certification is related to fingerprints, include the name(s) of the individual(s) for which the fingerprint card was submitted and insert the date submitted to the Department of Justice in the "Date corrected" column.

**PLEASE RETURN THIS FORM WITH YOUR PROOF OF CORRECTION(S)**



Joaquin Miller Elementary Afterschool Program  
Kids Club  
Operated by:  
The JCC East Bay

Andrea Gorham, Director  
Dane Fox-McGraw, Asst. Director

## Comprehensive Supervision Plan

- Closing doors
  - Keeping inner bathroom doors closed, cutting access to hallways
  - Closing hallway doors leading from main walkways. Dane has access to opening these doors.
  - Closing Multi Purpose Room door when not in use.
- Restricting access to behind buildings
  - Cones will be placed in between building as a reminder to students not to walk between buildings.
  - In addition, teachers assigned to the play structure nearest these buildings will be instructed to check behind these buildings.
- Hall patrol
  - Both Andrea and Dane will continue to make periodic sweeps of the hallways, front of the school, and behind buildings.
- Verbally Confirm Zones
  - Ensure communication with staff about who is responsible for what zone that day.

# JM Kids Club

WEEK: 4/9/18-4/13/18

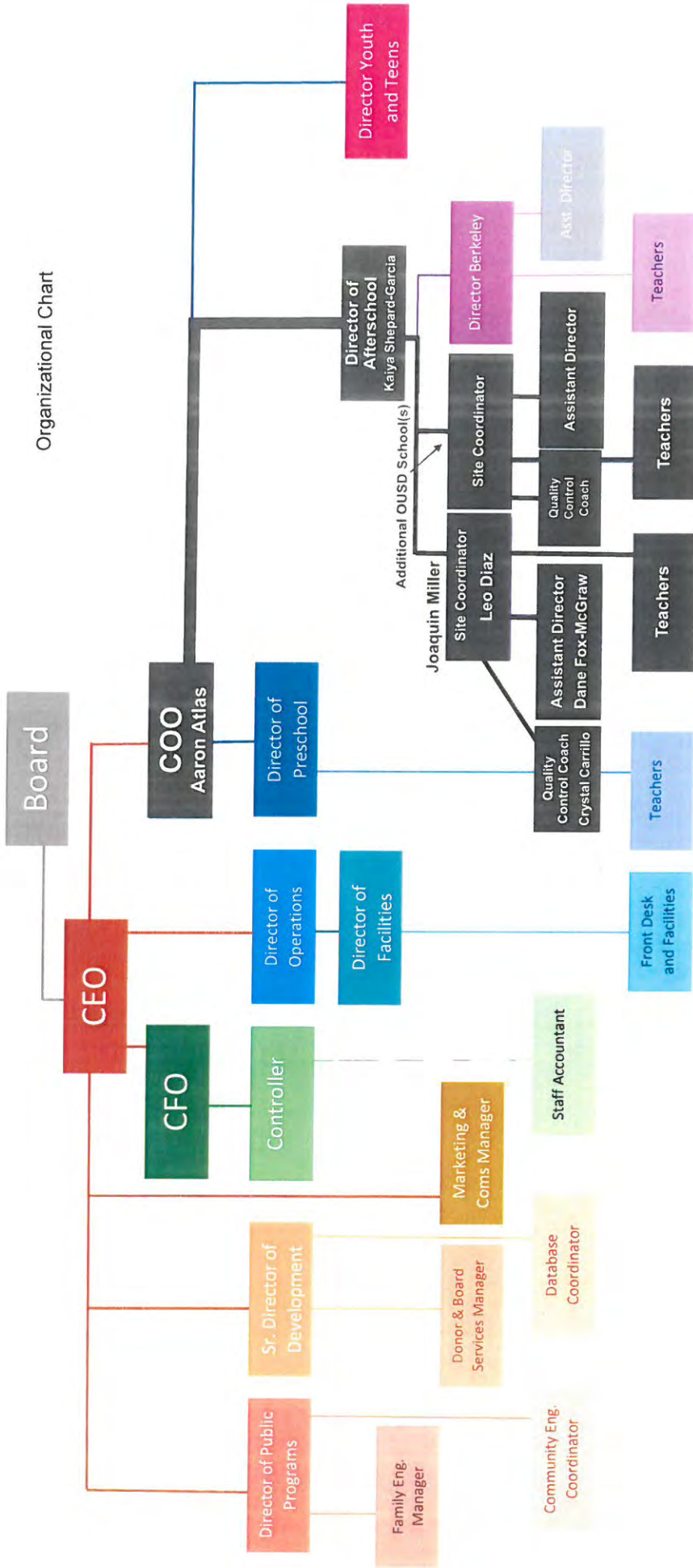
Please sign in and initial below.

AM CARE

| CHILD'S NAME        | MONDAY |     | TUESDAY |     | WEDNESDAY |     | THURSDAY |     | FRIDAY |     |
|---------------------|--------|-----|---------|-----|-----------|-----|----------|-----|--------|-----|
|                     | IN     | OUT | IN      | OUT | IN        | OUT | IN       | OUT | IN     | OUT |
| Allardice, Abigail  | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Aranda-Cox, Tatiana | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Baker, Reid         | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Barker, Daylen      | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Barone, Luke        | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Barrera, Anna       | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Barrios, Layla      | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Bollick, Zoe        | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Chi, Pascala        | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |
| Chin, Dylan         | X      | X   | /       | /   | X         | X   | X        | X   | X      | X   |

1. Complete top portion of form - self explanatory.
2. Under the DEFICIENCY(IES) COLUMN, list the regulation section number that was violated in the order indicated on the corresponding Licensing Report.
3. Under the PROOF OF CORRECTION COLUMN, CHECK the box that is appropriate to your proof of correction(s), e.g. receipts, photos, copy of records, or self certifying the deficiency(ies) have been corrected.
4. Under the DATE CORRECTED COLUMN - List the date the deficiency was corrected. This column should not be completed until the deficiency is corrected.
5. After the above deficiency(ies) has been corrected, please attach the documentary evidence of correction(s), complete and sign the form. Mail/return the completed form and attachments to the licensing agency identified on the corresponding Licensing Report by the plan of correction date for each of the deficiencies. For example, if one deficiency has a plan of correction due date of the 10th of the month, the completed form and attachments would be mailed/returned by that due date and if a separate deficiency has a plan of correction due date of the 20th of the month, the completed form and attachments would be mailed/returned by the 20th of the month.

Organizational Chart



CALIFORNIA STATE BOARD OF EQUALIZATION  
**ORGANIZATIONAL CLEARANCE CERTIFICATE  
FOR WELFARE OR VETERANS' ORGANIZATION EXEMPTION**



Organization Name and Mailing Address:

Jewish Community Center of The East Bay  
1414 Walnut Street

Berkeley

CA 94709

*THIS CERTIFICATE NUMBER MUST BE  
SUBMITTED TO A COUNTY WHEN FILING  
A CLAIM FOR WELFARE OR VETERANS'  
ORGANIZATION EXEMPTION*

Organizational Information:

Date of Certificate: 05/06/2008  
BOE Ex. No.: 19701  
Type: Charitable  
Corporate I.D. No.: 2855756  
Fiscal Year First Qualified: 07-08

In accordance with section 254.6  
of the Revenue and Taxation  
Code, the Board has determined  
that this organization meets the  
organizational requirements of  
section 214.

BOE-277-OC REV.1 (2-07)

**NOTICE TO ORGANIZATIONS  
GENERAL INFORMATION REGARDING  
WELFARE OR VETERANS' ORGANIZATION EXEMPTION**

Your claim for an Organizational Clearance Certificate has been reviewed and a determination has been made that your organization meets the organizational requirements for exemption under section 214. A claim for the organizational clearance certificate will be mailed to the organization periodically to verify and update information. The claim form must be completed, signed, and filed with the Board, along with supporting documents, in order to maintain eligibility for the certificate. The Board may institute an audit or verification of the organization to determine whether the organization meets the organizational requirements of Revenue and Taxation Code section 214, as required by section 15618 of the Government Code. If you have any questions concerning the organizational requirements, you may contact the State Board of Equalization, Property and Special Taxes Department, County-Assessed Properties Division, Exemptions Section, at 916-445-3524.

The Assessor may not approve a property tax exemption claim on any property until the claimant has been issued a valid Organizational Clearance Certificate under section 254.6. The Assessor may deny a claim for the exemption, notwithstanding that the claimant has been granted an organizational clearance certificate. Claim forms for the welfare or veterans' organization exemption for property newly acquired by an organization may be obtained from the Assessor in the county where the property is located.

Annually, claims for the welfare and veterans' organization exemptions and supplemental affidavits, if required, must be filed on or before February 15 with the application to the applicable Assessor to avoid a late filing penalty under section 270. (A separate claim must be filed for each property location.) The Assessor will review all claims to determine that the organization continues to use its property for qualifying purposes and activities, as specified in section 214. Any questions relating to section 214 requirements regarding qualifying purposes and uses of the property may be directed to the Assessor.

CB 00 000000 200918 9440  
R04498

TE3

710995500

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130




Department of the Treasury  
Internal Revenue Service  
EO RULINGS AND AGREEMENTS  
PO BOX 2508  
CINCINNATI OH 45201

Date of this notice: May 18, 2009  
Notice Number: CP-158  
Taxpayer Identification Number:  
71-0995500

011142.607766.0045.001 1 AT 0.357 535  
11114260776600450011AT0357535

Advance Ruling Period Ending Date:  
June 30, 2010

For assistance, call:  
1-877-829-5500



JEWISH COMMUNITY CENTER OF THE  
% JOEL BASHEVKIN  
1414 WALNUT ST  
BERKELEY CA 94709-1405146

11142

Our records indicate that you were issued an advance ruling letter that treated you as a public charity, rather than a private foundation, during an advance ruling period that ends on the date indicated above. That letter required you to file IRS Form 8734 at the end of your advance ruling period to establish that you qualify as a public charity.

New IRS regulations changed the procedures governing your public charity status. You are no longer required to file Form 8734 at the end of the ruling period. The regulations also provide that donors can rely on your advance ruling letter with respect to your public charity status unless the IRS changes that status, based on the organization no longer meeting an applicable public support test, and publishes notice of the change.

If you have received Form 8734 from the IRS, please do not file it. Please keep your advance ruling letter along with this letter for your permanent records.

The regulations also changed the rules for computing public support, consistent with the redesigned Form 990, Return of Organization Exempt from Income Tax. For more information regarding those rules and the redesigned Form 990, please see the IRS website at [www.irs.gov/eo](http://www.irs.gov/eo).



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

DEPARTMENT OF THE TREASURY

Date: **MAR 30 2006**

JEWISH COMMUNITY CENTER OF THE  
EAST BAY  
1414 WALNUT ST  
BERKELEY, CA 94709-1405

Employer Identification Number:  
71-0995500  
DLN:  
17053065019036  
Contact Person: DEL TRIMBLE ID# 31309  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 1, 2006  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
June 30, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

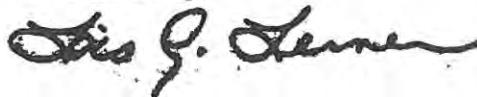
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

ARTICLES OF INCORPORATION  
JEWISH COMMUNITY CENTER  
OF THE EAST BAY

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

FEB - 1 2006

a California nonprofit public benefit corporation

I

The name of this corporation is the Jewish Community Center of the East Bay.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation law for charitable purposes.

B. The specific purpose of this corporation is to provide a focal point, programs and facilities for the development of the Jewish community in the greater Berkeley/Oakland Area.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Joel Bashevkin, Executive Director  
Jewish Community Center of the East Bay  
1414 Walnut Street  
Berkeley, California 94709

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), or the corresponding provisions of any future United States internal revenue law.

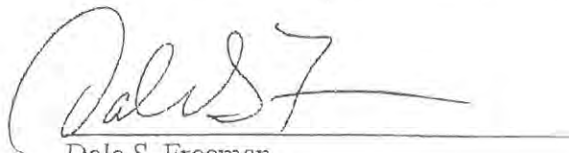
B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.



A. The property of this corporation is irrevocably dedicated to charitable purposes. No part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

B. Upon the dissolution and winding up of this corporation, after paying or adequately providing for the debts, obligations and liabilities of this corporation, the remaining assets of this corporation shall be distributed to the Jewish Community Federation of the Greater East Bay (the "Federation") if at such time the Federation maintains its tax-exempt status under both Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law, and, if it does not, to such organization or organizations organized and operated exclusively for charitable purposes and for the purpose of serving the Jewish community in the geographic area in and around Berkeley, Oakland and Piedmont, California, as determined in the discretion of the directors of this corporation, which such organization or organizations have established their tax-exempt status under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law.

Dated: Jan. 28, 2006



Dale S. Freeman  
Incorporator



State of California  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

FEB 28 2006

A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON  
Secretary of State

W0675100

State of California  
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

APR 03 2008

Handwritten signature of Debra Bowen in cursive.

DEBRA BOWEN  
Secretary of State

46678100


## Certificate of Amendment of Articles of Incorporation

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of **THE JEWISH COMMUNITY CENTER OF THE EAST BAY**, a California non-profit, 501(c)(3)corporation.
2. Article V, Section B of the Articles of Incorporation of this corporation is amended to read as follows:  
“Upon the liquidation, dissolution, or abandonment of this organization, its assets remaining after payment or provision of payment of all debts and liabilities of this organization, shall be distributed to the Jewish Community Federation of the Greater East Bay, a non-profit, 501(c)(3) organization, organized and operated for religious, charitable and educational purposes meeting the requirements of Revenue and Taxation Code section 214. If the named entity no longer exists or qualifies to accept the assets, assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for religious, charitable and educational purposes meeting the requirements of Revenue and Taxation Code section 214.”
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Feb. 27, 2008

  
\_\_\_\_\_  
Benita Kline, President

  
\_\_\_\_\_  
Polly White, Secretary

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

MAR 06 2008



40978370

2855756

Certificate of Amendment of Articles of Incorporation

copy

FILED  
in the office of the Secretary of State  
of the State of California

JAN 7 2008

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of **THE JEWISH COMMUNITY CENTER OF THE EAST BAY**, a California non-profit, 501(c)(3) corporation.
2. Article V, Section B of the Articles of Incorporation of this corporation is amended to read as follows:
 

“Upon the liquidation, dissolution, or abandonment of this organization, its assets remaining after payment or provision of payment of all debts and liabilities of this organization, shall be distributed to the Jewish Community Federation of the Greater East Bay, a non-profit, 501(c)(3) organization, organized and operated for religious, charitable and educational purposes meeting the requirements of Revenue and Taxation Code section 214. If the named entity no longer exists or qualifies to accept the assets, assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for religious, charitable and educational purposes.”
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 1-03-08

*Benita Kline*  
 \_\_\_\_\_  
 Benita Kline, President

*Polly White*  
 \_\_\_\_\_  
 Polly White, Secretary



**BANK OF THE WEST**  
BNP PARIBAS

P.O. Box 2830, Omaha, NE 68103-2830

# Account Statement

February 1, 2022 - February 28, 2022

Page 1 of 6



>016815 7868457 0001 008230 10Z  
JEWISH COMMUNITY CENTER  
OF THE EAST BAY  
1414 WALNUT ST  
BERKELEY CA 94709-1405

## At your service



bankofthewest.com



1-800-488-2265



1-800-659-5495 TTY

We Appreciate You

Remember to confirm your email during your next branch visit or call our Contact Center at 800-488-2265. Our emails keep you educated about our services, products and more.

## CHOICE BUSINESS CHECKING 059-646455

JEWISH COMMUNITY CENTER  
OF THE EAST BAY

### ACCOUNT SUMMARY

|                          |                     |
|--------------------------|---------------------|
| <b>Beginning Balance</b> | <b>\$218,718.60</b> |
| 47 Credits               | 384,755.68          |
| 0 Deposits               | 0.00                |
| 59 Withdrawals           | -292,629.86         |
| 33 Checks                | -54,105.72          |
| <b>Ending Balance</b>    | <b>\$256,738.70</b> |

### EARNINGS SUMMARY

|                                |              |
|--------------------------------|--------------|
| Interest this statement period | \$0.00       |
| Interest credited year-to-date | \$0.00       |
| Interest credited prior year   | \$0.00       |
| Annual percentage yield earned | 0.00%        |
| Average monthly balance        | \$253,410.63 |

### For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.

16815 7868457 033734 067467 0001/0003

In South Dakota, Bank of the West operates under the name of Bank of the West California.





## CHOICE BUSINESS CHECKING XXX-XX6455 (continued)

### ACCOUNT DETAIL

#### Credits

| Date  | Amount     | Description  |
|-------|------------|--|
| 02/01 | \$40.00    | SERVICE CHG REBATE VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE                                       |
| 02/04 | 150.00     | ELECTRONIC DEP BANKCARD MTOT DEP 020422 498894136912144 CCD  |
| 02/04 | 573.50     | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 020422 470752536903297 CCD                                       |
| 02/04 | 13,880.00  | ATM DEPOSIT 7814-000482 BK WEST SHATTUCK AVE BERKELEY CA ##1193  |
| 02/07 | 250.00     | ELECTRONIC DEP BANKCARD MTOT DEP 020722 498894136912144 CCD  |
| 02/07 | 688.90     | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 020722 470752536903297 CCD                                       |
| 02/07 | 14,335.00  | ELECTRONIC DEP BANKCARD MTOT DEP 020722 498894136912144 CCD  |
| 02/08 | 675.00     | ELECTRONIC DEP VCI Clear Settlement 020822 37504B0324 CCD  |
| 02/08 | 1,028.82   | ELECTRONIC DEP Infinisource0706 PC Jan22 020822 763124CCD  |
| 02/08 | 1,600.00   | ELECTRONIC DEP BANKCARD MTOT DEP 020822 498894136912144 CCD  |
| 02/09 | 117,952.04 | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 020922 470752536903297 CCD                                       |
| 02/10 | 250.00     | ELECTRONIC DEP BANKCARD MTOT DEP 021022 498894136912144 CCD  |
| 02/11 | 40.00      | ELECTRONIC DEP BANKCARD MTOT DEP 021122 498894136912144 CCD  |
| 02/11 | 250.00     | ELECTRONIC DEP UltraCampParent ULTRACAMPL 021122 437502CCD   |
| 02/11 | 26,535.50  | ELECTRONIC DEP VCI Clear Settlement 021122 37504B0324 CCD  |
| 02/14 | 341.00     | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 021422 470752536903297 CCD                                       |
| 02/14 | 925.00     | ELECTRONIC DEP UltraCampParent ULTRACAMPL 021422 438289CCD   |
| 02/14 | 1,410.00   | ELECTRONIC DEP BANKCARD MTOT DEP 021422 498894136912144 CCD  |
| 02/14 | 5,025.00   | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 021422 470752536903297 CCD                                       |
| 02/15 | 652.00     | ELECTRONIC DEP NETWORK FOR GOOD CORP PMT 021522 7945950CCD   |
| 02/16 | 742.02     | ELECTRONIC DEP PAYCOM PAYROLL L PAYMENTS 021622 1620347CCD NTE*ZZZ*0FC57 Direct Deposit Return Refund\ |
| 02/16 | 4,725.00   | ELECTRONIC DEP UltraCampParent ULTRACAMPL 021622 440018CCD   |
| 02/16 | 7,100.00   | ELECTRONIC DEP BANKCARD MTOT DEP 021622 498894136912144 CCD  |
| 02/16 | 14.95      | ATM/POS EXCH FEE REV POS FEE REV   |
| 02/17 | 422.45     | ELECTRONIC DEP Bananas EDI PYMNTS 021722 42364CCD  |
| 02/17 | 7,115.00   | ELECTRONIC DEP BANKCARD MTOT DEP 021722 498894136912144 CCD  |
| 02/17 | 72,452.35  | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 021722 470752536903297 CCD                                       |
| 02/17 | 208.84     | ATM DEPOSIT 7814-001370 BK WEST SHATTUCK AVE BERKELEY CA ##1193  |
| 02/18 | 225.00     | ELECTRONIC DEP BANKCARD MTOT DEP 021822 498894136912144 CCD  |
| 02/22 | 150.00     | ELECTRONIC DEP BANKCARD MTOT DEP 022222 498894136912144 CCD  |
| 02/22 | 500.00     | ELECTRONIC DEP BANKCARD MTOT DEP 022222 498894136912144 CCD  |
| 02/22 | 1,518.75   | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 022222 470752536903297 CCD                                       |
| 02/22 | 1,520.00   | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 022222 470752536903297 CCD                                       |
| 02/22 | 2,150.00   | ELECTRONIC DEP UltraCampParent ULTRACAMPL 022222 442227CCD   |
| 02/22 | 12,831.60  | ELECTRONIC DEP VCI Clear Settlement 022222 37504B0324 CCD  |
| 02/22 | 68,657.46  | ATM DEPOSIT 7814-001692 BK WEST SHATTUCK AVE BERKELEY CA ##1193  |
| 02/23 | 1,460.00   | ELECTRONIC DEP BANKCARD MTOT DEP 022322 498894136912144 CCD  |
| 02/23 | 2,150.00   | ELECTRONIC DEP UltraCampParent ULTRACAMPL 022322 443446CCD   |
| 02/23 | 4,490.50   | ELECTRONIC DEP VCI Clear Settlement 022322 37504B0324 CCD  |
| 02/24 | 592.00     | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 022422 470752536903297 CCD                                       |
| 02/24 | 1,810.00   | ELECTRONIC DEP BANKCARD MTOT DEP 022422 498894136912144 CCD  |
| 02/25 | 150.00     | ELECTRONIC DEP BANKCARD MTOT DEP 022522 498894136912144 CCD  |
| 02/28 | 45.00      | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 022822 470752536903297 CCD                                       |
| 02/28 | 100.00     | ELECTRONIC DEP BANKCARD-5059 MTOT DEP 022822 470752536903297 CCD                                       |
| 02/28 | 150.00     | ELECTRONIC DEP BANKCARD MTOT DEP 022822 498894136912144 CCD  |
| 02/28 | 200.00     | ELECTRONIC DEP BENEVITY FUND DONATION 022222 7K9B8AT1TV CCD  |







**CHOICE BUSINESS CHECKING XXX-XX6455 (CONTINUED)**

ACCOUNT DETAIL

**Credits**

| Date  | Amount     | Description   |
|-------|------------|---|
| 02/28 | \$6,673.00 | ELECTRONIC DEP BANKCARD MTOT DEP 022822 498894136912144 CCD |

**47 credits for a total of \$384,755.68**

**Withdrawals**

| Date  | Amount     | Description   |
|-------|------------|---|
| 02/01 | \$40.00    | MONTHLY SVC CHG PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE                           |
| 02/01 | 432.25     | ELECTRONIC DBT 510 FAMILIES, IN SALE 020122 CCD   |
| 02/02 | 33.75      | ELECTRONIC DBT ISOLVED BENEFIT EMPL FEE 020222 9D0586710995500 CCD                                    |
| 02/02 | 62.90      | ELECTRONIC DBT Vericheck INC PURCHASE 020222 82368433 CCD   |
| 02/02 | 122.75     | ELECTRONIC DBT BANKCARD MTOT DISC 020222 498894136912144 CCD  |
| 02/02 | 3,614.82   | ELECTRONIC DBT BANKCARD-5059 MTOT DISC 020222 470752536903297 CCD                                     |
| 02/04 | 450.13     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****5723  |
| 02/07 | 1,179.63   | ONLINE TRANSFER TRANSFER TO CREDIT CD*****7797  |
| 02/07 | 912.81     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****4202  |
| 02/07 | 5.00       | ELECTRONIC DBT ISOLVED BENEFIT DEBCARDFEE 020722 9D0586710995500 CCD                                  |
| 02/07 | 42.41      | ELECTRONIC DBT ISOLVED BENEFIT CLAIM REIM 020722 PPD  |
| 02/07 | 2,721.95   | ELECTRONIC DBT PGANDE WEB ONLINE 020522 WEB   |
| 02/07 | 3,208.66   | ELECTRONIC DBT PHILA INS CO INS IN 020722 78841994 CCD  |
| 02/08 | 148.00     | ELECTRONIC DBT BANCORPSV BANCORPSV 020822 99994 CCD WH-ISOLVED BENEFIT SERVICES-99994-SETTLE PURCHASE |
| 02/08 | 169.41     | ELECTRONIC DBT PUBLIC INTEREST 5108484411 020822 M63521203486 CCD                                     |
| 02/08 | 182.65     | ELECTRONIC DBT Ultracamp ULTRACAMPL 020822 435894 CCD   |
| 02/09 | 120,224.86 | OUTGOING WIRE REFERENCE # 220209006466 WIRE DEBIT SENDING BANK REFERENCE # 4842200040J0 53            |
| 02/09 | 736.20     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****7748  |
| 02/09 | 35.00      | WIRE OUT FEE DRAWDOWN (REVERSE WIRE) REF # 220209006466 53  |
| 02/10 | 1,224.05   | ONLINE TRANSFER TRANSFER TO CREDIT CD*****3462  |
| 02/10 | 14.95      | ONLINE BANKING FEE ONLINE BANKING FINANCIAL SOFTWARE ACCESS   |
| 02/10 | 416.66     | ELECTRONIC DBT ISOLVED BENEFIT CLAIM REIM 021022 PPD  |
| 02/11 | 3,015.00   | ONLINE TRANSFER TRANSFER TO CREDIT CD*****6902  |
| 02/11 | 208.33     | ELECTRONIC DBT ISOLVED BENEFIT CLAIM REIM 021122 PPD  |
| 02/11 | 7,771.50   | ELECTRONIC DBT FIDELITY FPRS 021122 69091 001 CCD BofW 69091 001                                      |
| 02/14 | 164.80     | ELECTRONIC DBT ISOLVED BENEFIT PLAN FUND 021422 22428207F4E4 CCD                                      |
| 02/14 | 342.12     | ELECTRONIC DBT ISOLVED BENEFIT PLAN FUND 021422 2242A408219A CCD                                      |
| 02/15 | 824.40     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****4202  |
| 02/15 | 15.00      | ELECTRONIC DBT BANCORPSV BANCORPSV 021522 99994 CCD WH-ISOLVED BENEFIT SERVICES-99994-SETTLE PURCHASE |
| 02/17 | 207.00     | ELECTRONIC DBT Broadcast Music 8004012000 021722 CCD  |
| 02/18 | 745.49     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****5723  |
| 02/18 | 516.68     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****3561  |
| 02/18 | 527.21     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****4202  |
| 02/18 | 74.46      | ELECTRONIC DBT EBMUD UTILITY PM 021822 WEB  |
| 02/18 | 105.52     | ELECTRONIC DBT EBMUD UTILITY PM 021822 WEB  |
| 02/18 | 1,145.46   | ELECTRONIC DBT EBMUD UTILITY PM 021822 WEB  |
| 02/22 | 20.00      | CASH MANAGEMENT CHG -NON-ANALYZED CHARGES   |
| 02/23 | 125,124.57 | OUTGOING WIRE REFERENCE # 220223007584 WIRE DEBIT SENDING BANK REFERENCE # 5879500054J0 53            |
| 02/23 | 631.36     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****7748  |
| 02/23 | 35.00      | WIRE OUT FEE DRAWDOWN (REVERSE WIRE) REF # 220223007584 53  |
| 02/25 | 19.99      | ELECTRONIC DBT NEOPOST INC PAYMENT 022522 WEB   |
| 02/25 | 208.33     | ELECTRONIC DBT ISOLVED BENEFIT CLAIM REIM 022522 PPD  |

16815 7868457 033735 067469 0002/0003







**CHOICE BUSINESS CHECKING XXXX-XX6455 (continued)**

ACCOUNT DETAIL

**Withdrawals**

| Date  | Amount     | Description  |
|-------|------------|--|
| 02/25 | \$7,371.50 | ELECTRONIC DBT FIDELITY FPRS 022522 69091 001 CCD BofW 69091 001 |
| 02/28 | 732.14     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****8462                   |
| 02/28 | 145.02     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****3561                   |
| 02/28 | 771.82     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****3462                   |
| 02/28 | 745.64     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****6902                   |
| 02/28 | 1,446.84   | ONLINE TRANSFER TRANSFER TO CREDIT CD*****4202                   |
| 02/28 | 735.94     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****7797                   |
| 02/28 | 183.68     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****0625                   |
| 02/28 | 136.94     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****7722                   |
| 02/28 | 279.78     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****0534                   |
| 02/28 | 195.77     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****4398                   |
| 02/28 | 455.34     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****5723                   |
| 02/28 | 741.58     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****4834                   |
| 02/28 | 199.63     | ONLINE TRANSFER TRANSFER TO CREDIT CD*****9311                   |
| 02/28 | 164.80     | ELECTRONIC DBT ISOLVED BENEFIT PLAN FUND 022822 2256CE1F70AE CCD |
| 02/28 | 300.26     | ELECTRONIC DBT COMCAST CABLE 022822 WEB                          |
| 02/28 | 342.12     | ELECTRONIC DBT ISOLVED BENEFIT PLAN FUND 022822 2256BFF38AF9 CCD |

**59 withdrawals for a total of \$292,629.86**

**Checks Paid**

| Number | Date paid | Amount   | Number | Date paid | Amount    | Number | Date paid | Amount   |
|--------|-----------|----------|--------|-----------|-----------|--------|-----------|----------|
| 28909  | 02/01     | 100.00   | 28936  | 02/08     | 6,765.00  | 28947  | 02/16     | 6,924.00 |
| 28923* | 02/03     | 190.64   | 28937  | 02/11     | 742.02    | 28948  | 02/16     | 4,501.20 |
| 28925* | 02/02     | 300.00   | 28938  | 02/15     | 1,608.06  | 28949  | 02/23     | 184.01   |
| 28928* | 02/08     | 235.00   | 28939  | 02/16     | 3,913.00  | 28950  | 02/22     | 617.79   |
| 28929  | 02/08     | 175.00   | 28940  | 02/15     | 184.34    | 28952* | 02/24     | 165.00   |
| 28930  | 02/09     | 352.00   | 28941  | 02/15     | 322.74    | 28953  | 02/23     | 175.00   |
| 28931  | 02/11     | 469.00   | 28942  | 02/16     | 3,129.17  | 28954  | 02/23     | 102.00   |
| 28932  | 02/11     | 13.20    | 28943  | 02/16     | 14,077.98 | 28956* | 02/28     | 419.92   |
| 28933  | 02/07     | 1,703.43 | 28944  | 02/15     | 36.00     | 28957  | 02/28     | 997.60   |
| 28934  | 02/08     | 468.75   | 28945  | 02/14     | 551.45    | 28959* | 02/28     | 300.00   |
| 28935  | 02/11     | 183.97   | 28946  | 02/16     | 3,648.36  | 28960  | 02/28     | 550.09   |

**33 checks paid for a total of \$54,105.72**

\* Break in check number sequence.



**BANK OF THE WEST**  
BNP PARIBAS

P.O. Box 2830, Omaha, NE 68103-2830

## Account Statement

February 1, 2022 - February 28, 2022

Page 1 of 4



>000447 7868457 0001 008230 10Z  
JEWISH COMMUNITY CENTER  
OF THE EAST BAY  
1414 WALNUT ST  
BERKELEY CA 94709-1405

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1-800-659-5495 TTY

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Remember to confirm your email during your next branch visit or call our Contact Center at 800-488-2265. Our emails keep you educated about our services, products and more.

00447 7868457 000796 001591 0001/0002

## MONEY MARKET SELECT BUSINESS 058-239328

JEWISH COMMUNITY CENTER  
OF THE EAST BAY

### ACCOUNT SUMMARY

|                          |                       |
|--------------------------|-----------------------|
| <b>Beginning Balance</b> | <b>\$1,582,749.26</b> |
| 1 Credits                | 84.99                 |
| 0 Deposits               | 0.00                  |
| 0 Withdrawals            | 0.00                  |
| 0 Checks                 | 0.00                  |
| <b>Ending Balance</b>    | <b>\$1,582,834.25</b> |

### EARNINGS SUMMARY

|                                |                |
|--------------------------------|----------------|
| Interest this statement period | \$84.99        |
| Interest credited year-to-date | \$179.08       |
| Interest credited prior year   | \$1,844.36     |
| Annual percentage yield earned | 0.07%          |
| Average monthly balance        | \$1,582,749.26 |

### For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.

In South Dakota, Bank of the West operates under the name of Bank of the West California.



## Site Coordinator

### **ABOUT THE JCC EAST BAY**

The JCC East Bay is a welcoming home for people of all ages and life stages. Our mission is to create healthy communities inspired by Jewish values, culture, and tradition. We build interpersonal relationships, foster learning and inspiration, and explore Jewish life. The JCC's core programs include intergenerational Jewish holiday celebrations; early childhood education and preschool; camp and afterschool programs; and provocative cultural arts and civic engagement events. The JCC serves and reflects the diverse residents of the East Bay, offering physical gathering spaces for the Jewish and broader community.

### **POSITION SUMMARY**

The Site Coordinator reports directly to the Director of Afterschool Programs and is responsible for the success of the program at their specific school site. The Site Coordinator demonstrates leadership abilities by fostering and maintaining a positive environment for staff and families enrolled in the program. The Site Coordinator will supervise a team of teachers and will work closely with the school site administration. The Site Coordinator will support Summer Camp at the JCC East Bay in the months when the program is not in session.

### Programming

- Participate in the development and implementation of goals, objectives, policies, and priorities for all afterschool programs.
- Oversee curriculum planning, including daily enrichment schedule and special events.
- Support the planning and implementation of community events.
- Supervise enrichment program and vendor classes.

### Administration

- Create and monitor annual budget; complete monthly expense reporting and invoice processing.
- Create enrichment schedule; coordinate enrichment vendor contracts; purchase enrichment supplies.
- Monitor daily child attendance; maintain emergency binders and files.
- Oversee licensing requirements; ensure compliance with relevant health, safety, and licensing laws and guidelines.
- Manage all necessary child and facility required licensing documentation, assure compliance with California Community Care Licensing.
- Purchase and monitor food and program supplies.

### Staff Management

- Supervise and train staff; conduct performance reviews.
- Run weekly staff meetings.
- Submit and approve payroll.
- Create weekly schedule for staff.

## Student Support

- Oversee discipline and behavior management
- Act as primary contact for program families when issues arise.

## Communication

- Maintain ongoing communication via conversations, direct emails, phone calls, etc.
- Evaluate community needs and interests; prepare community surveys; analyze data and recommend new programs or improvements to meet community needs.

## General

- Ability to perform at a high level in a fast-paced team environment, and handle and manage multiple projects to meet timelines and deadlines.
- Proactive behaviors with leadership and consensus building skills.
- Goal-orientated and close attention to detail.
- Other duties as determined by the Director of Afterschool Programs.

## **REQUIRED MINIMUM QUALIFICATIONS**

- Minimum of 5 years of child care or teaching experience with supervisory responsibilities.
- Experience working in a nonprofit and/or educational institution.
- Is licensed or will take classes to obtain director's license for afterschool program.
- Exceptional written and verbal communications.
- Commitment to the mission of the JCC East Bay.
- Bachelor's Degree.
- Excellent interpersonal skills; able to motivate small but mighty teams.
- Thrives in a fast-paced environment with multiple priorities and projects.
- Proven experience in customer service and community relations.
- Knowledge of the marketplace for youth programs in the East Bay.
- Knowledge of Jewish culture and traditions.
- Ability to lift up to 40 lbs.

Competitive salary commensurate with experience. Salary information will be shared one-on-one with candidates. Excellent benefits including medical, dental, vision, vacation, sick pay, and holidays.

*The JCC East Bay is an Equal Opportunity Employer and makes employment decisions on the basis of merit. JCC East Bay policy prohibits unlawful discrimination in accordance with federal, state, and local laws. The JCC East Bay complies with the Americans with Disabilities Act and is committed to providing reasonable accommodations for people with disabilities. If you require particular accommodations during the application and interview process, please inform us of your needs so that we can provide accordingly.*



*Systemic inequities in hiring have caused women, people of color, LGBTQ+ folks, and others to apply to jobs only if they meet all of the qualifications. The JCC East Bay encourages you to apply anyway, as no one ever meets 100% of the qualifications. We look forward to your application.*

*The JCC East Bay requires all employees to be fully vaccinated against COVID-19, and applicants are required to submit proof of vaccination prior to beginning employment. (As of January 31, 2022, the definition of fully vaccinated includes a booster shot.) In accordance with the law, the JCC East Bay will accommodate employees who cannot be administered the COVID-19 vaccine for medical/disability or religious reasons if to do so is not an undue hardship.*

## Program Instructor

### **ABOUT THE JCC EAST BAY**

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### **POSITION SUMMARY**

The Program Instructor will report directly to the Afterschool Leadership Team and will be instrumental in the success of the JCC's Afterschool Program. Program Instructors must be able to create a positive educational climate where students can learn and grow. Program Instructors will be responsible for preparing and implementing several weekly developmentally appropriate classes based on their personal passions and skills. Program Instructors will work throughout the school year, from August until May, approximately 22-25 hours per week.

#### Classroom Planning

- Supervise children, including planning, preparation and implementation of developmental programming for children in kindergarten through fifth grade.
- Create instructional resources and curriculum that reflect the diverse educational, cultural, and linguistic backgrounds of the students served.
- Establish and communicate clear objectives for all learning activities.
- Ability to lead and supervise children in a variety of activities, both structured and unstructured.
- Observe and evaluate students' performance.

#### Student Support

- Ability to tutor students on an individual level, in specific subjects as well as general schoolwork.
- Mindful and aware of children's needs to promote growth and foster curiosity.
- Manage student behavior in the classroom by invoking approved disciplinary action when necessary.
- Assist with parent communication when necessary.

#### Learning and Development

- Read and stay abreast of current topics in education.
- Participate in ongoing professional development and Jewish holiday training sessions.

#### General

- Act as a positive and appropriate role model for children and fellow staff.
- Contribute to overall program development; support the goals of the JCC East Bay.



- Maintain organization and cleanliness during programming; assist in keeping all afterschool spaces organized and operational
- Communicate with **Afterschool administrative team** when supplies are needed.
- Participate in weekly staff meetings.
- Assist with daily kinder pickups.
- Consistent attendance as an afterschool teacher is required as this role is a critical component in the success of the afterschool program.
- Never be on cell phones while on the job (unless there is an emergency).
- Must be comfortable upholding an antiracist program.

## REQUIRED MINIMUM QUALIFICATIONS

- 2+ years of childcare or equivalent experience.
- Must have experience working with children grades K-5 and be able to plan appropriate activities for different age groups.
- BA in Education or relevant field preferred.
- Excellent communication and organizational skills.
- Ability to organize tasks, and develop and implement plans to efficiently meet organizational goals.
- Ability to lead a classroom of children.
- Ability to work in a team.
- Ability to push/pull and lift/carry objects weighing 50 pounds.
- Ability to walk and stand for extended periods of time.
- Ability to sit on floors and chairs, and to get up and down quickly.
- Ability to bend from knees and waist to help a child.
- Ability to maneuver in confined lavatories to aid children with toilet needs.
- Ability to respond without delay to the needs of young children.
- Regular and consistent attendance and ability to work a full shift; must be available Monday through Friday from 1pm-6pm and Wednesdays 12:30pm-6pm.

Competitive salary commensurate with experience. Salary information will be shared one-on-one with candidates. Excellent benefits including medical, dental, vision, vacation, sick pay, and holidays.

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## Quality Control Coach

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### **POSITION SUMMARY**

The Quality Control Coach reports directly to the Site Coordinator and is responsible for the success of the JCC program at their specific school site. The Quality Control Coach demonstrates leadership abilities by fostering and maintaining a positive environment for staff and families enrolled in the program. The Quality Control Coach will support Summer Camp in the months when the JCC Afterschool program is not in session.

#### Administrative

- Track daily attendance; create and maintains sign-in sheets, monitor student absences and early pick-ups, follow up with families regarding absences.
- Reinforce class dismissal times, roll call, and snack periods to ensure all students and vendors are accounted for.
- Keep records and updates for additional fees, coordinate with finance to implement.
- Create and maintain child files, coordinate with finance regarding schedule changes.
- Participate in school coordination and location of enrichment classes.
- Manage program registration on Ultracamp.
- Create and maintain emergency binders, sign-in sheets, master roster, authorized pick-up lists.

#### Licensing

- Ensure 14:1 staff to student ratios are maintained at all times.
- Maintain all staff files and ensures compliance with California Community Care Licensing.

#### Student & Teacher Support

- Collaborate with Site Coordinator regarding behavior management.
- Observe during enrichment periods to check in and support teachers.

#### Communication

- Assist with parent communication by email, phone, and in-person.
- Communicate to parents about enrichment changes and deadlines.

#### General

- Ability to perform at a high level in a fast-paced team environment, and handle and manage multiple projects to meet timelines and deadlines.
- Proactive behaviors with leadership and consensus building skills.
- Goal-oriented and close attention to detail.
- Serve as the Site Coordinator when Site Coordinator is absent.
- Other duties as determined by the Site Coordinator.

## REQUIRED MINIMUM QUALIFICATIONS

- Minimum of 2 years of child care or teaching or equivalent experience.
- Must have experience working with children grades K-5 and be able to plan appropriate activities for different age groups.
- BA in Education or relevant field preferred.
- Excellent communication and organizational skills.
- Ability to organize tasks, and develop and implement plans to efficiently meet organizational goals.
- Ability to lead groups of 20 or more.
- Ability to work in a team.
- Ability to push/pull and lift/carry objects weighing 50 pounds.
- Ability to walk and stand for extended periods of time.
- Ability to sit on floors and chairs, and to get up and down quickly.
- Ability to bend from knees and waist to help a child.
- Ability to maneuver in confined lavatories to aid children with toilet needs.
- Ability to respond without delay to needs of young children.

Competitive salary commensurate with experience. Salary information will be shared one-on-one with candidates. Excellent benefits including medical, dental, vision, vacation, sick pay, and holidays.

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## Secretary of State Certificate of Status

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

**Entity Name:** JEWISH COMMUNITY CENTER OF THE EAST BAY  
**File Number:** C2855756  
**Registration Date:** 02/01/2006  
**Entity Type:** DOMESTIC NONPROFIT CORPORATION  
**Jurisdiction:** CALIFORNIA  
**Status:** ACTIVE (GOOD STANDING)

As of March 23, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

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

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



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of March 24, 2022.

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

**Certificate Verification Number:** Z25573Q

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at [bebizfile.sos.ca.gov/certification/index](http://bebizfile.sos.ca.gov/certification/index).

**Jewish Community Center of the East Bay  
Meeting of the Board of Directors  
February 22, 2022  
Held via Zoom**

**MEETING MINUTES**

**Board Roster:**

- **Board President:** Aaron Fischer, Law Offices of Aaron Fischer
- **Board Treasurer:** Mark Moss, Mark Moss & Co.
- **Secretary:** Greg Terk, General Manager, Culture & CSR at Chevron
- **Vice President:** Steven Douglas, Partner, Douglas Parking LLC
- **Vice President:** Dara Pincas, Head of Healthcare Law at Genentech
- **Immediate Past President:** Tamara Abrams, Senior Attorney at Judicial Council of California
- Midori Antebi, Non-profit veteran and volunteer
- John Ifcher: Associate Professor of Economics, Santa Clara University
- Shirley Issel: Psychoanalytic Psychotherapist
- Michael Kahn, Fed Fellow, Litigation Associate, San Francisco office of Gibson, Dunn & Crutcher LLP
- Josh Langenthal, Managing Partner, Batchery
- Juliette Linzer, Principal at Linzer and Associates
- Nathan Petrowsky, Principal at Libitzky Properties
- Robin Reiner, Non-profit veteran and volunteer
- Hillary Reinis - Partner, Commercial Real Estate
- Katie Gladstein Skjerping, Program Manager, Office of Economic and Workforce Development
- Michael Zatkan, Law Offices of King, King & Zatkan

**Present:** Tamara Abrams, Midori Antebi, Steven Douglas, Aaron Fischer, John Ifcher, Shirley Issel, Michael Kahn, Josh Langenthal, Juliette Linzer, Mark Moss, Nathan Petrowsky, Dara Pincas, Robin Reiner, Hillary Reinis, Katie Gladstein Skjerping, Greg Terk, Michael Zatkan

**Guests:** Mark Reisbaum, Analucia Lopezrevoredo

**Staff Members Present:** Aaron Atlas, Melissa Chapman, Ron Feldman

Aaron called the meeting to order at 6:05pm.

***ACTION: Mark moved to adopt, Juliette seconded, and the Board unanimously voted to approve the minutes.***

**Dr. Analucía Lopezrevoredo:**

Melissa introduced Dr. Analucía Lopezrevoredo, a Peruvian-Chilean-Quechua-American Jewtina, born in Peru and raised in Spain and the United States. An anti-oppression activist, educator and researcher, Analucía founded *Jewtina y Co.* in 2019 to offer Latin Jews from around the world a platform in which to celebrate and engage in critical dialogue about Jewish and Latin multiculturalism. She is also the Director of Project Shamash, a program of Bend the Arc. She is the recipient of the National Young Woman of Distinction award, is a former Fulbright and Rotary International Scholar, sits on JDC Entwine's Council, is a member of the Schusterman Foundation's "ROI Community" and the Jewish Women's Foundation of New York's "The Collective," and is a Wexner Field Fellow. Analucia offered the following:

- o Started as a project in 2019 to create greater awareness of Latinx and Jewish experience.
- o Vision to merge these 2 experiences to lift-up unknown reality, history, and future of Latin Jewish Identity.
- o Think deeply about living at intersection of these 2 identities.
- Project Shamash, funded by the Rodan Family Foundation, has a 3-prong approach
  - o JOC+ professional network – living in Bay Area, 80% in EB work in Jewish community or serve in leadership capacity of a Jewish org; main goal is retention and growth. Create community within their workspace. Build on their skills, and not working in isolation. In second year. 1<sup>st</sup> year had 12 consistent participants. 2<sup>nd</sup> year around 20 participants. More sustained racial equity commitments.
  - o Organizational Change cohort – 6 orgs serving EB communities. 3 synagogues, 3 community orgs - how to help folks to create social community to move toward systemic change to work together and keep each accountable, and use each other as resources. Build a habit out of something. How do our systems impact gateways to success or attrition?
  - o Events – workshops, Tawonga program, create dialogue – move the needle forward collectively in the community.

**CEO Report:**

Update on staffing

- Staff Accountant - Olivia Saldana will start end of Feb
- CFO - Adam Berke will start March 7
- Community Engagement Coordinator – Tova Ricardo will start early March, was Oakland youth poet laureate in 2015. Updated role to include more volunteer and community service, and focus on civic engagement, social action.



Hope to see 1<sup>st</sup> draft of community survey soon. Received lots of positive feedback. Only positive feedback actually.

**President's Report:**

Aaron acknowledged anti-Semitic literature dispersed in Berkeley, which BPD has addressed. Have observed really happy staff over the last few weeks. Talked to several staff members in afterschool and preschool. People are optimistic and jazzed about where we are and where we're going.

**Board Roles and Responsibilities:**

Juliette presented a comprehensive plan that came as a result of our Boardify work. Robin broke it down into a readable actionable plan. Action items, evaluation metrics, process for annual review, keep plan usable by breaking down into small pieces. Showing that we will measure progress and review report annually. Show Boardify that we are implementing their feedback into action.

**Expansion and Supporting Organization:**

Aaron introduced Mark Reisbaum, the Philanthropic Advisor for Libitzky Family Foundation (and Rodan Family) who spoke how a Supporting Organization (SO) will make this project a reality. • How we got here (Mark's background)

- o Staffed capital planning committee at Federation.
  - o Helped develop new SFJCC, and PJCC – formed SO to oversee development, raise funds, and operate new campus.
  - o Palo Alto JCC needed to move – created a new SO to acquire property and develop Palo Alto.
  - o 2019 Libitzky Property Company (LPC) bought Dreyer campus from Nestle
  - o The East Bay is home to more families of young children than anywhere else in the Bay Area. Only 20% participates in Jewish life.
- What is this SO?
- o JCCEB is the only organization at the table. By design, LPC is giving up "control" to new SO.
  - o Federation will be the administrator of the SO, with no "controlling" power.
  - o The SO will have donor directors, and 3-4 community directors representing JCC.
  - o The SO will have donors who can join Moses in making 8 figure commitments to the project.
  - o Bring on folks who know and can appreciate the diverse Jewish community.
  - o Property is privately owned in an LLC by LPC and holds all risk and lease.
  - o JCC will be part of all major decisions and keep open transparent communication between SO and JCC.
  - o SO will provide good financial oversight.
  - o SO will NOT replace core planning team.

- Who will own it?
  - Who makes decisions? Together will come up with plans to maintain long time success of the agency.
  - In Palo Alto SO was dissolved, with MOA between orgs.
  - In PJCC, the SO was retained and still exists to oversee maintenance of campus. ◦ The future of this campus is yet to be determined.
  
- Why am I confident this will work?
  - After decades of struggling to support and maintain Jewish community, there is now significant new wealth. More foundations and families are willing to invest in EB.  
Consolidation of Federation can get support from across the Bay Area and not just the EB. Major Jewish funders are following the data, and see the dramatic growth in the EB. They already support and know that EB is home to future of Jewish community.
  - SO structure works. Involves bigger group of project supporters from beginning to help raise funds we need to serve needs of entire community.
  - Location is unbelievable. Neighborhood is cool, BART is blocks away. Can help attract and maintain staff. Building can be easily updated to meet our needs. Rest of site can be transformed to many unique welcoming spaces.
  - I've never seen so many people rooting for a project. This level of support and excitement is incredible. Let's work together to make it happen!

**Questions for Mark:**

- Will the SO be its own C3?
  - Classified as Type 1 org, so by design it's connected to Federation, but will be a separate 501c3 with mission statement and fiduciary board. Not subject to board of Federation.
- Is there a conversation about additional sites, or just about this campus/site? Used Chicago as an example.
  - Not likely charge of SO, but could be a vehicle for additional development in other projects around the EB. Charter can be amended as needed. Aaron mentioned that SO mission/vision will be formalized, and will be aligned with JCC mission/vision for the current campus.
- How is decision making memorialized?
  - JCC drafted criteria for who can be on the campus, and who is deciding that. Nothing is final or fully defined yet.
- Who takes title to the property? How are those decisions made?
  - At some point, it will be gifted to SO, but that isn't set yet. How

much will JCC operate? How much will other organizations operate?

- Worst-case scenarios? What if circumstances become less positive?  
We were cast off before, and struggled to stay afloat. We are now healthy and strong. Thankful for the site, but it is hard not to feel like we're losing some control.
    - o Without JCC, the new site would not succeed – what JCC brings will make site vibrant. SO brings a lot to table, but without us SO isn't so vibrant and important. Summed up healthy tension we're all navigating. We need to be transparent, and communicate well. Must have the best people at the table to make the best decisions.
  - What action is asked of JCC Board tonight?
    - o No decisions tonight, but to recommend that we keep going. Also informing much of the process and detailing how JCC will have access to resources, without major roadblocks. We want the work to continue to come back to the board later with updates.
  - Who will run JCC and also managing tenants and campus?
    - o Melissa assumed to be CEO of campus, but not to be property manager and not all the other roles. SO will help take over those functions that support the management of the campus. We will need to determine together what the right staffing structure will be both during campaign, and operations moving forward.
- Dispute resolution to be discussed later.

### **Good and Welfare**

- Melissa's birthday last week
- Dara almost happy birthday – March 7
- Aaron showed a fantastic video of his son, Max talking about JCC.
- Next meeting in person at the JCC on March 22.

The meeting adjourned at 7:56pm.



Letter of Agreement for RFP No. 21-115ExLo



Directors

Aaron Fischer  
President

Steven Douglas  
Vice President

Juliette Linzer  
Vice President

Dara Pincas  
Trustee

Greg Terk  
Trustee

Mark Moss  
Trustee

Tamara Abrams  
Immediate Past President

Midori Antebi  
John Ifcher

Josh Langenthal  
Nathan Petrowsky

Robin Reiner  
Hillary Reinis

Katie Gladstein Skjerping  
Michael Zarkin

Melissa Chapman, ex officio  
Chief Executive Officer

Michael Kahn, ex officio  
Board Fellow

1414 Walnut Street  
Berkeley, CA 94709  
510.848.0237  
jcceastbay.org

March 29, 2022

To Whom It May Concern:

JCC East Bay is committed to and able to perform the responsibilities and commitments as outlined in this application for RFP No. 21-115ExLO.

We understand and are prepared to cover at least 2 months of general operating expenses as a Lead Agency partner. Our financial records and budget will show that this is possible.

As expressed in our letters of recommendation from OUSD staff, JCC East Bay has a successful track record to effectively coordinate the entirety of a school's afterschool programs. We can and will properly demonstrate compliance with OUSD and CDE.

Our hiring, retention, and provision of professional development of staff serves OUSD students in a culturally and linguistically competent and age appropriate manner, with a focus on youth development strategies.

We do have the capacity to effectively engage a large number of diverse students on an ongoing basis. We also offer parent and family events for families to engage with each other, and participate in the afterschool program.

Our relationship with schools is exceptional, and we constantly seek to improve our relationship with each site. We collaborate regarding all issues related to the program and the school.

Thank you,

A handwritten signature in black ink, appearing to be "Mm", written over a horizontal line.

Melissa Chapman  
CEO, JCC East Bay

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# **JEWISH COMMUNITY CENTER OF THE EAST BAY**

## **FINANCIAL STATEMENTS**

**June 30, 2020**

**(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2019)**

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**CROSBY & KANEDA**

Certified Public Accountants  
for Nonprofit Organizations

# JEWISH COMMUNITY CENTER OF THE EAST BAY

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**INDEPENDENT AUDITORS' REPORT**

Board of Directors  
Jewish Community Center of the East Bay  
Berkeley, California

**Report on the Financial Statements**

We have audited the accompanying financial statements of Jewish Community Center of the East Bay, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jewish Community Center of the East Bay as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Jewish Community Center of the East Bay's June 30, 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 4, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Croby & Lameda CPAs LLP*

Oakland, California

February 5, 2021

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Statement of Financial Position**  
**June 30, 2020**  
**(With Comparative Totals as of June 30, 2019)**

|   | <u>2020</u>         | <u>2019</u>         |
|---|---------------------|---------------------|
| <b>Assets</b>                             |                     |                     |
| Cash and cash equivalents                 | \$ 1,634,904        | \$ 463,776          |
| Accounts receivable, net (Note 3)         | 26,065              | 55,761              |
| Contributions receivable                  | 160,128             | 120,780             |
| Prepaid expenses                          | 56,936              | 93,633              |
| Deposits                                  | 10,955              | 10,955              |
| Property and equipment, net (Note 4)      | <u>1,793,886</u>    | <u>1,739,645</u>    |
| Total Assets                              | <u>\$ 3,682,874</u> | <u>\$ 2,484,550</u> |
| <b>Liabilities and Net Assets</b>         |                     |                     |
| Liabilities                               |                     |                     |
| Accounts payable and accrued expenses     | \$ 210,948          | \$ 268,300          |
| Accrued vacation                          | 98,612              | 63,300              |
| Deferred revenue                          | 137,833             | 334,072             |
| Customer deposits                         | 135,906             | 177,682             |
| Paycheck Protection Program Loan (Note 5) | 750,717             | -                   |
| Line of credit (Note 7)                   | <u>400,000</u>      | <u>-</u>            |
| Total Liabilities                         | <u>1,734,016</u>    | <u>843,354</u>      |
| Net Assets                                |                     |                     |
| Without donor restrictions                | 1,844,598           | 1,604,002           |
| With donor restrictions (Note 8)          | <u>104,260</u>      | <u>37,194</u>       |
| Total Net Assets                          | <u>1,948,858</u>    | <u>1,641,196</u>    |
| Total Liabilities and Net Assets          | <u>\$ 3,682,874</u> | <u>\$ 2,484,550</u> |

See Notes to the Financial Statements

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Statement of Activities  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

|  | Without Donor<br>Restrictions | With Donor<br>Restrictions | Total               |                     |
|--|-------------------------------|----------------------------|---------------------|---------------------|
|  |                               |                            | 2020                | 2019                |
| <b>Revenue and Support</b>   |                               |                            |                     |                     |
| Revenue  |                               |                            |                     |                     |
| Tuition, net (Note 9)  | \$ 3,314,362                  | \$                         | \$ 3,314,362        | \$ 3,736,800        |
| Activity, enrichment and other fees                                    | 513,995                       |                            | 513,995             | 645,578             |
| Membership   | 69,085                        |                            | 69,085              | 72,985              |
| Facility rental  | 26,317                        |                            | 26,317              | 35,427              |
| Other revenue  | 35,532                        |                            | 35,532              | 43,424              |
| Total Revenue  | <u>3,959,291</u>              | <u>-</u>                   | <u>3,959,291</u>    | <u>4,534,214</u>    |
| Support  |                               |                            |                     |                     |
| Grants   | 740,000                       | 229,003                    | 969,003             | 698,603             |
| Government   | -                             | 103,807                    | 103,807             | 1,250               |
| Contributions  | 362,537                       | 312,947                    | 675,484             | 417,978             |
| Fundraising events   | 4,507                         |                            | 4,507               | 13,851              |
| In-kind contributions (Note 10)  | 5,511                         |                            | 5,511               | 58,113              |
| Total Support  | <u>1,112,555</u>              | <u>645,757</u>             | <u>1,758,312</u>    | <u>1,189,795</u>    |
| Support provided by expiring time<br>and purpose restrictions (Note 8) | 578,691                       | (578,691)                  | -                   | -                   |
| Total Support and Revenue  | <u>5,650,537</u>              | <u>67,066</u>              | <u>5,717,603</u>    | <u>5,724,009</u>    |
| <b>Expenses</b>  |                               |                            |                     |                     |
| Program  |                               |                            |                     |                     |
| Berkeley   | 1,983,708                     |                            | 1,983,708           | 2,236,845           |
| Oakland  | 1,491,032                     |                            | 1,491,032           | 1,672,016           |
| Other  | 482,570                       |                            | 482,570             | 492,293             |
| Total Program  | <u>3,957,310</u>              | <u>-</u>                   | <u>3,957,310</u>    | <u>4,401,154</u>    |
| Management and general   | 1,016,589                     |                            | 1,016,589           | 904,721             |
| Fundraising  | 436,042                       |                            | 436,042             | 404,226             |
| Total Expenses   | <u>5,409,941</u>              | <u>-</u>                   | <u>5,409,941</u>    | <u>5,710,101</u>    |
| Change in net assets   | 240,596                       | 67,066                     | 307,662             | 13,908              |
| Net assets, beginning of year  | <u>1,604,002</u>              | <u>37,194</u>              | <u>1,641,196</u>    | <u>1,627,288</u>    |
| Net assets, end of year  | <u>\$ 1,844,598</u>           | <u>\$ 104,260</u>          | <u>\$ 1,948,858</u> | <u>\$ 1,641,196</u> |

See Notes to the Financial Statements

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Statement of Cash Flows  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

|  | 2020         | 2019       |
|--|--------------|------------|
| <b>Cash flows from operating activities</b>  |              |            |
| Change in net assets after transfer of assets  | \$ 307,662   | \$ 13,908  |
| Adjustments to reconcile change in net assets to cash provided (used) by operating activities: |              |            |
| Depreciation   | 61,970       | 54,562     |
| Changes in assets and liabilities:   |              |            |
| Accounts receivable  | 29,696       | 14,152     |
| Contributions receivable   | (39,348)     | 135,046    |
| Prepaid expenses   | 36,697       | 7,182      |
| Accounts payable and accrued expenses  | (57,352)     | (30,889)   |
| Accrued vacation   | 35,312       | 7,212      |
| Deferred revenue   | (196,239)    | (79,684)   |
| Customer deposits  | (41,776)     | (55,578)   |
| Net cash provided (used) by operating activities   | 136,622      | 65,911     |
| <b>Cash flows from investing activities</b>  |              |            |
| Property and equipment purchases   | (116,211)    | (83,723)   |
| Net cash provided (used) by investing activities   | (116,211)    | (83,723)   |
| <b>Cash flows from financing activities</b>  |              |            |
| Proceeds from Paycheck Protection Program loan   | 750,717      | -          |
| Proceeds from line of credit, net  | 400,000      | -          |
| Net cash provided (used) by financing activities   | 1,150,717    | -          |
| Net change in cash   | 1,171,128    | (17,812)   |
| Cash and cash equivalents, beginning of year   | 463,776      | 481,588    |
| Cash and cash equivalents, end of year   | \$ 1,634,904 | \$ 463,776 |
| Supplemental Disclosure:   |              |            |
| Donated capital equipment  | \$ -         | \$ 6,000   |
| Interest paid  | \$ 6,560     | \$ -       |

See Notes to the Financial Statements



**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Statement of Functional Expenses  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

|                              | Program             | Management<br>and General | Fundraising       | Total               |                     |
|------------------------------|---------------------|---------------------------|-------------------|---------------------|---------------------|
|                              |                     |                           |                   | 2020                | 2019                |
| Salaries                     | \$ 2,399,072        | \$ 494,612                | \$ 296,335        | \$ 3,190,019        | \$ 3,085,499        |
| Employee benefits            | 432,913             | 59,439                    | 33,076            | 525,428             | 503,730             |
| Payroll taxes                | 205,552             | 36,793                    | 22,632            | 264,977             | 259,896             |
| Total Personnel              | <u>3,037,537</u>    | <u>590,844</u>            | <u>352,043</u>    | <u>3,980,424</u>    | <u>3,849,125</u>    |
| Fees for service             | 300,125             | 122,664                   | 19,297            | 442,086             | 707,114             |
| Advertising and promotion    | 10,511              | 7,868                     | 378               | 18,757              | 29,296              |
| Supplies and office expenses | 119,571             | 75,048                    | 12,726            | 207,345             | 232,003             |
| Bank fees                    | -                   | 62,741                    | -                 | 62,741              | 71,679              |
| Information technology       | 688                 | 35,237                    | 5,369             | 41,294              | 40,174              |
| Occupancy                    | 219,738             | 42,742                    | 25,467            | 287,947             | 321,553             |
| Travel and meals             | 30,994              | 1,554                     | -                 | 32,548              | 34,695              |
| Depreciation                 | 45,816              | 10,844                    | 5,310             | 61,970              | 54,562              |
| Insurance                    | 43,761              | 8,512                     | 5,072             | 57,345              | 62,076              |
| Dues, licenses, service fees | 17,459              | 40,589                    | 3,355             | 61,403              | 73,941              |
| Food expense                 | 106,507             | 6,217                     | 6,780             | 119,504             | 166,070             |
| Transportation and fuel      | 24,603              | 1,890                     | 245               | 26,738              | 44,868              |
| Interest                     | -                   | 6,560                     | -                 | 6,560               | -                   |
| Other                        | -                   | 3,279                     | -                 | 3,279               | 22,945              |
| Total Expenses               | <u>\$ 3,957,310</u> | <u>\$ 1,016,589</u>       | <u>\$ 436,042</u> | <u>\$ 5,409,941</u> | <u>\$ 5,710,101</u> |

See Notes to the Financial Statements

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

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**NOTE 1: NATURE OF ACTIVITIES**

The Jewish Community Center of the East Bay (the Organization) is a California nonprofit public benefit corporation, which formed in 2006 when the Jewish Community Federation of the Greater East Bay transferred the assets, liabilities and management of the centers in Berkeley and Oakland to a new organization.

The Organization aims to strengthen the Jewish and general community in our service area by providing a center for educational, cultural, recreational and social services in a Jewish environment in which all are welcome. Our main programs include Early Childhood Education, Afterschool Child Care, and Summer Camps for children; twice-weekly kosher lunches for Older Adults; Jewish holiday celebrations for families and adults; and cultural events including lectures, film, dance and music.

**NOTE 2: SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

**Net Assets**

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

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

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

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of building or equipment (or less commonly, the contribution of those net assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Organization, unless the donor provides more specific directions about the period of its use.

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

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**Classification of Transactions**

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

**Accounting for Contributions**

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless the contributed assets are specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as restricted until payment is due, unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

**Tuition**

The Organization offers preschool and other programs over a school year that begins in August and ends in August of the following year. During the school year a variety of activities are offered, both during the weekday, as well as opportunities for parents to participate in activities such as seminars and community brunches outside of school time.

The Organization offers two payment plans for tuition, an upfront payment plan and a monthly payment plan of 12 equal payments over a 12 month period.

The Organization recognizes revenue on a straight line basis over the school year as a reasonable approximation of its delivery of its performance obligations. The School does not adjust payments or revenue recognition for months of different lengths or months with different observed holidays. In general, non-exempt staff are also paid during holiday periods including religious holidays.

The Organization defers certain revenues that as a result of differences in payment plan timing and the corresponding school year are considered paid in advance. Such amounts include tuition amounts from families who have not elected to pay via installment plan as well as a portion of installment plan payments as such payments are due a week in advance of the related instructional period at year end.

**Activity, Enrichment and Other Fees**

Activity, enrichment and other fees consist of fees related to supplemental programs and activities offered by the Organization including camp programs, sports programs, and enrichment programs as well as fees for transportation. In general, enrollment in these programs requires payment in advance. The Organization recognizes such revenue over time as the related services are performed, and defers amounts received in advance of the performance of such services.

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

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**Income Taxes**

The Internal Revenue Service and the California Franchise Tax Board have determined that the Organization is exempt from federal and state income taxes under IRC 501(c)(3) and California RTC 23701(d). The Organization has evaluated its current tax positions as of June 30, 2020 and is not aware of any significant uncertain tax positions for which a reserve would be necessary. The Organization's tax returns are generally subject to examination by federal and state taxing authorities for three and four years, respectively, after they are filed.

**Contributed Services**

Contributed services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no contributed services that met the criteria for recognition for the year ended June 30, 2020.

**Contributions Receivable**

Contributions receivable are unconditional promises to give that are recognized as contributions when the promise is received. Contributions receivable that are expected to be collected in less than one year are reported at net realizable value. Contributions receivable that are expected to be collected in more than one year, if any, are recorded at fair value at the date of promise. Fair value is computed using a present value technique applied to anticipated cash flows. The Organization has evaluated the value of the discount and concluded that it was not material for recognition. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. If amounts become uncollectible, they are charged to expense in the period in which that determination is made.

**Estimates**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

**Fair Value Measurements**

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Organization determines the fair values of its assets and liabilities based on a fair value hierarchy that includes three levels of inputs that may be used to measure fair value.

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

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Level 2 - Inputs other than quoted market prices that are observable for the asset or liability, either directly or indirectly.

Level 3 - Unobservable inputs for the assets or liability.

The Organization had no assets or liabilities recorded at fair value on June 30, 2020.

**Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all money market funds and other highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

**Concentration of Credit Risk**

At times, the Organization may have deposits in excess of federally insured limits. The risk is managed by maintaining all deposits in high quality financial institutions.

**Property and Equipment**

Property and equipment purchased by the Organization is recorded at cost. The Organization capitalizes all expenditures for property and equipment over \$2,500; the fair value of donated fixed assets is similarly capitalized. Depreciation is computed using the straight-line method over the estimated useful lives on the property and equipment or the related lease terms as follows:

|                         |             |
|-------------------------|-------------|
| Building                | 36 years    |
| Improvements            | 10-15 years |
| Furniture and equipment | 10 years    |
| Vehicles                | 5 years     |

Expenditures for major renewals and betterments that extend the useful lives of the property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Management reviews long-lived assets for impairment when circumstances indicate the carrying amount of the asset may not be recoverable.

**Deferred Revenue**

Deferred revenue consists of fees paid in advance for summer camp, tuition and membership, which have not yet been completely fulfilled.

**Customer Deposits**

Customer deposits consist of funds paid when children begin the preschool or after school programs. For the preschool, funds may remain with the Organization for several years, and can be transferred to provide for younger siblings or donated to the Organization. The after school program deposits are paid upon enrollment for each school year and returned at the conclusion of that school year.

**Expense Recognition and Allocation**

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the statement of activities and statement of functional expenses.



**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

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Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions using a reasonable allocation method that is consistently applied as follows:

Salaries, benefits, and payroll taxes are allocated based on the department staff work in. For staff working in multiple functional areas an annual estimate at the individual level is created of their time allocation.

Occupancy and depreciation are allocated on an estimated square foot basis dependent on the programs and supporting activities occupying the space.

Supplies and office expenses, insurance, and other expenses that cannot be directly identified are allocated on the basis of staff allocations for each program and supporting activity.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. The Organization generally does not conduct fundraising activities in conjunction with its other activities. Additionally, advertising costs are expensed as incurred.

**Prior Year Summarized Information**

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

**Changes in Accounting Principles**

The Organization adopted FASB ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). The ASU clarifies current guidance about whether a transfer of assets, or the reduction, settlement, or cancellation of liabilities, is a contribution or an exchange transaction. It provides criteria for determining whether the resource provider is receiving commensurate value in return for the resources transferred which, depending on the outcome, determines whether the organization follows contribution guidance or exchange transaction guidance. In addition, it increases the number of contributions that are likely to be considered conditional by removing guidance that a conditional promise to give is considered unconditional if the possibility that the condition will not be met is remote. The Adoption of this ASU did not result in a material change to the financials of the Organization.

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

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**Reclassifications**

Certain accounts in the prior year's summarized information have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

**NOTE 3: ACCOUNTS RECEIVABLE**

Accounts receivable consisted of the following as of June 30:

|                                       | <u>2020</u>      | <u>2019</u>      |
|---------------------------------------|------------------|------------------|
| Accounts receivable                   | \$ 24,728        | \$ 56,992        |
| Other receivables                     | 18,300           | 19,299           |
| Less: Allowance for doubtful accounts | <u>(16,963)</u>  | <u>(20,530)</u>  |
| Total                                 | <u>\$ 26,065</u> | <u>\$ 55,761</u> |

**NOTE 4: PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following at June 30:

|                                | <u>2020</u>         | <u>2019</u>         |
|--------------------------------|---------------------|---------------------|
| Land                           | \$ 1,201,665        | \$ 1,201,665        |
| Building and improvements      | 889,641             | 785,865             |
| Vehicles                       | 118,589             | 118,589             |
| Furniture and office equipment | 112,112             | 110,947             |
| Less: Accumulated depreciation | <u>(528,121)</u>    | <u>(477,421)</u>    |
| Total                          | <u>\$ 1,793,886</u> | <u>\$ 1,739,645</u> |

**NOTE 5: PAYCHECK PROTECTION PROGRAM LOAN**

The Organization received a \$750,717 Paycheck Protection Program (PPP) loan bearing interest of 1% and maturing May, 2022 which it accounts for under FASB 470 including interest accrual. Based on the guidance in FASB ASC 405-20-40-1, the proceeds from the loan will remain recorded as a liability until either (1) the loan is, in part or wholly, forgiven and the Organization has been "legally released" or (2) the Organization pays off the loan.

**NOTE 6: COMMITMENTS**

**Operating Leases**

The Organization is party to leases for copiers and the space for the Oakland afterschool activities. These leases expire in September 2021 and August, 2020. Future minimum operating lease payments are as follows for the years ending June 30:

|       |                  |
|-------|------------------|
| 2021  | \$ 19,674        |
| 2022  | <u>1,303</u>     |
| Total | <u>\$ 20,977</u> |

Rent payments for the years ended June 30, 2020 and 2019 were \$83,532 and \$81,894, respectively.

**JEWISH COMMUNITY CENTER OF THE EAST BAY**

**Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)**

**NOTE 7: LINE OF CREDIT**

As of June 30, 2020, the Organization had a line of credit secured by a Deed of Trust on the property the Organization occupies in Berkeley, CA, totaling \$575,000 with a local bank to be drawn down as needed, with interest at 4.0%, until such time as the parties agree to terminate this agreement. The outstanding balance was \$400,000 and 0 as of June 30, 2020 and 2019, respectively.

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

Net assets with donor restrictions were available as follows as of June 30:

|                            | <u>2020</u>       | <u>2019</u>      |
|----------------------------|-------------------|------------------|
| High Holidays              | \$ 20,566         | \$ 13,904        |
| Older Adult Fund           | 71,625            | -                |
| Shir Ha Shirim             | 885               | 2,267            |
| Memorial Program           | 5,523             | 1,023            |
| Innovative ECE Programming | <u>5,661</u>      | <u>20,000</u>    |
| Total                      | <u>\$ 104,260</u> | <u>\$ 37,194</u> |

Net assets with donor restrictions were released from donor restrictions by incurring expenses satisfying the purposes specified by donors during the years ended June 30:

|  | <u>2020</u>       | <u>2019</u>       |
|--|-------------------|-------------------|
| Shir Ha Shirim                                 | \$ 3,535          | \$ 120            |
| Memorial Program                               | -                 | 2,647             |
| High Holidays                                  | 28,238            | 22,208            |
| Scholarship funds                              | 3,800             | 8,800             |
| Jewish life                                    | 229,894           | 253,002           |
| Preschool, toddler and infant parenting grants | 157,659           | 51,108            |
| Afterschool programs                           | 27,347            | 720               |
| Capacity building                              | <u>128,218</u>    | <u>175,300</u>    |
| Total  | <u>\$ 578,691</u> | <u>\$ 513,905</u> |

**NOTE 9: TUITION**

Tuition and fees consisted of the following for the years ended June 30:

|                         | <u>2020</u>         | <u>2019</u>         |
|-------------------------|---------------------|---------------------|
| Tuition                 | \$ 3,344,421        | \$ 3,812,257        |
| Processing fees         | 43,719              | 42,552              |
| Less: Scholarships used | <u>(73,778)</u>     | <u>(118,009)</u>    |
| Total                   | <u>\$ 3,314,362</u> | <u>\$ 3,736,800</u> |

**NOTE 10: IN-KIND CONTRIBUTIONS**

In-kind contributions consisted of the following for the years ended June 30:



JEWISH COMMUNITY CENTER OF THE EAST BAY

Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)

---

|                           | <u>2020</u>     | <u>2019</u>      |
|---------------------------|-----------------|------------------|
| Vehicle donations         | \$ 5,511        | \$ 3,316         |
| Vehicles used by programs | -               | 6,000            |
| Facility use              | -               | 48,797           |
| Total                     | <u>\$ 5,511</u> | <u>\$ 58,113</u> |

**NOTE 11: RETIREMENT PLAN**

The Organization has a defined contribution plan as established under Internal Revenue Code Section 403(b) (the Plan). All full-time employees are eligible for participation in the Plan. The employee's contributions vest immediately. For each Plan year, the Board of Directors of the Organization determines the amount (if any) to be contributed to the Plan by the Organization; this portion vests over 3 years. The Organization did not make contributions to the Plan for the years ended June 30, 2020 and 2019.

**NOTE 12: CONTINGENCIES**

**Grant Awards**

Grant awards require the fulfillment of certain conditions as set forth in the instrument of grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. The Organization deems this contingency remote since by accepting the grants and their terms, it has accommodated the objectives of the Organization to the provisions of the grants. The Organization's management is of the opinion that the Organization has complied with the terms of all grants.

**NOTE 13: CONCENTRATIONS**

**Labor Concentration**

Approximately 40% of the Organization's staff are covered by a collective bargaining agreement. In January 2020, the Organization concluded negotiations on a new agreement that extends through December 31, 2022.

**Geographic Concentration**

The Organization conducts operations in Berkley, California. Students and donors to the Organization's programs are largely located in the surrounding area. The Organization may be subject to a concentration risk related to changes in local economic or physical conditions such as fires, earthquakes or local health emergencies.

**NOTE 14: CONDITIONAL PROMISES TO GIVE**

In addition to the activity recognized in the financial statements, the Organization received a conditional promise to give. The Organization's policy is to defer recognition of conditional promises to give until the related conditions have been satisfied. Conditional promises to give pending recognition consisted of \$300,000 in challenge grant funding as of June 30, 2020.

JEWISH COMMUNITY CENTER OF THE EAST BAY

Notes to the Financial Statements  
For the Year Ended June 30, 2020  
(With Comparative Totals for the Year Ended June 30, 2019)

**NOTE 15: LIQUIDITY AND AVAILABILITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2020 are:

|  |                     |
|--|---------------------|
| Cash and cash equivalents                                      | \$ 1,634,904        |
| Accounts receivable, net                                       | 26,065              |
| Contributions receivable                                       | 160,128             |
| Less financial assets held to meet donor-imposed restrictions: |                     |
| Purpose-restricted net assets                                  | <u>(104,260)</u>    |
| Amount available for general expenditures within one year      | <u>\$ 1,716,837</u> |

As part of the Organization's liquidity management plan, the Organization invests cash in excess of daily requirements in money market or savings accounts. The Organization maintains a revolving line of credit of \$575,000 to cover short-term cash needs (Note 12).

**NOTE 16: RELATED PARTY TRANSACTIONS**

Members of the board of directors provided, recommended, or initiated contributions or grants totaling approximately \$206,582 to the Organization during the year ended June 30, 2020. The Organization contracted on a one off basis with a business that a board family member had an ownership interest in for \$5,300 in services during the year ended June 30, 2020.

**NOTE 17: SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events and has concluded that as of February 5, 2021, the date that the financial statements were available to be issued, there were no significant subsequent events to disclose beyond the following:

**Public Health Order - Coronavirus**

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency because of a new strain of coronavirus (the "COVID-19 outbreak"). In March 2020, the WHO classified the COVID-19 outbreak as a pandemic and the Organization closed its in-person operations at all sites due to local public health orders. Subsequently, we were able to move some programs to on-line, but many staff were furloughed. Starting in July 2020 we were able to resume some in-person programming on a very limited basis. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report, and we expect the uncertainty and limited programming to continue until the pandemic is under control and in-person activities are able to resume under pre-pandemic conditions. As such, it is uncertain as to the full magnitude of the effect that the pandemic will have on the Organization's financial condition, liquidity, and future results of operations, and management is actively monitoring this situation. In response to the pandemic - and the consequent limits on earned income - we have successfully pursued contributions and grants, and feel confident that we will emerge from the pandemic able to continue serving the community.



Joaquin Miller Elementary

5525 Ascot Drive  
Oakland, CA 94611  
Tel. (510) 531-6688  
Fax (510) 531-6667  
www.joaquinmiller.org

March 27, 2022

To Whom It May Concern:

It is with pleasure and enthusiasm that I write this letter of recommendation for the JCC East Bay Kids' Club before and after school program. Kids' Club has been active at Joaquin Miller School for eight years now, and is an integral part of our school community. Over 200 students are registered for this program each year, and parents are extremely impressed with all the program has to offer their children.

Kids' Club operates an exceptionally organized program with a variety of activities aligned to our students' interests. Students definitely have time for unstructured play, however they also engage in teacher-led programming like: gardening, Mandarin, flag football, cooking, DIY classes, drawing class, chess, fuse beads, and Dungeons and Dragons, just to name a few. Under the direction of Leo Diaz, students also participated in a spectacular full-length theater performance of Aladdin! Students also receive healthy food items daily. To foster a community, Kids' Club also offers parent mingle nights and enrichment fairs, where families are able to spend time together, creating long lasting friendships and meaningful connections.

Kids' Club ensures the inclusivity of all students who have behavioral and social challenges or who are on the spectrum. To ensure they have full support throughout their day, Kids' Club has an Inclusion Specialist, dedicated to assist with behavioral and emotional needs.

Over the past several years, Kids Club has streamlined their registration process, making it easier for parents to select the program that works best for their families and budgets. JCC East Bay has also matched our PTA's donation of \$5,000 for scholarships annually for the past six years.

Sincerely,

*Sara E. Green*

Principal, Joaquin Miller Elementary School

## **Cleveland Elementary School**

745 Cleveland Street, Oakland CA 94606  
510.879.2108



March 29, 2022

To Whom It May Concern:

It is with pleasure and enthusiasm that I write this letter of recommendation for the JCC East Bay Kids' Club after school program. Kids' Club has been active at Cleveland Elementary School for eight years now, and became a key part of our school community.

The program has been well organized and has met parent needs for aftercare with creative enrichment activities as well as recess and homework support. Students are well supported for their social emotional needs and have developed cross age friendships through the program.

Based on our experience at Cleveland, the community and I would highly recommend partnering with Kids' Club.

Sincerely,

Peter Van Tassel  
Principal  
Cleveland Elementary School  
[peter.vantassel@ousd.org](mailto:peter.vantassel@ousd.org)  
510.879.2108

**Cleveland Elementary School**

745 Cleveland Street, Oakland CA 94606

510.879.2108



**Cleveland**  
ELEMENTARY



**RESPONSIBLE & INCLUSIVE**

OAKLAND, CA



JEWICOM-01

SGONZALEZ

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/2/2021

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

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

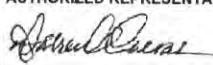
| <b>PRODUCER License # 0757776</b><br><b>HUB International Insurance Services Inc.</b><br>3000 Executive Parkway<br>Suite 300<br>San Ramon, CA 94583 | <b>CONTACT NAME: Christine Walker</b><br><b>PHONE (A/C, No, Ext): (925) 415-1113</b><br><b>FAX (A/C, No): (925) 905-4284</b><br><b>E-MAIL ADDRESS: Christine.Walker@hubinternational.com</b>  |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
|---|---|---------|--------|---|--------------|---|--------------|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
| <b>INSURED</b><br><br><b>Jewish Community Center of the East Bay</b><br>1414 Walnut Street<br>Berkeley, CA 94709                                    | <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : Philadelphia Indemnity Insurance Company</b></td> <td><b>18058</b></td> </tr> <tr> <td><b>INSURER B : Security National Insurance Company (Am Trust)</b></td> <td><b>19879</b></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table> | INSURER | NAIC # | <b>INSURER A : Philadelphia Indemnity Insurance Company</b> | <b>18058</b> | <b>INSURER B : Security National Insurance Company (Am Trust)</b> | <b>19879</b> | <b>INSURER C :</b> |  | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
| INSURER   | NAIC #  |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER A : Philadelphia Indemnity Insurance Company</b>   | <b>18058</b>  |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER B : Security National Insurance Company (Am Trust)</b>   | <b>19879</b>  |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER C :</b>  |   |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>  |   |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>  |   |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>  |   |         |        |   |              |   |              |                    |  |                    |  |                    |  |                    |  |

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                   |  |                              | PHPK2297228   | 7/1/2021                | 7/1/2022                | EACH OCCURRENCE \$ <b>1,000,000</b>   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | <input checked="" type="checkbox"/>                              |                              |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>                   |
|          |   |  |                              |               |                         |                         | MED EXP (Any one person) \$ <b>20,000</b>                                       |
|          | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:   |  |                              |               |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                                       |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |  |                              |               |                         |                         | GENERAL AGGREGATE \$ <b>3,000,000</b>   |
|          | OTHER:  |  |                              |               |                         |                         | PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>                                      |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>   |  |                              | PHPK2297228   | 7/1/2021                | 7/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>                         |
|          | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS    |  |                              |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                   |  |                              |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          |   |  |                              |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          |   |  |                              |               |                         |                         | \$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>  |  |                              | PHUB776200    | 7/1/2021                | 7/1/2022                | EACH OCCURRENCE \$ <b>7,000,000</b>   |
|          | <input type="checkbox"/> EXCESS LIAB  |  |                              |               |                         |                         | AGGREGATE \$ <b>7,000,000</b>   |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>               |  |                              |               |                         |                         | \$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |  |                              | SWC1349837    | 7/1/2021                | 7/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> N/A |               |                         |                         | E.L. EACH ACCIDENT \$ <b>1,000,000</b>  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |  |                              |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>                                  |
|          |   |  |                              |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Oakland Unified School District is Additional Insured to the General Liability policy when required by written contract per the attached endorsement form PI-GLD-HS 10/11.**

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

Documents demonstrating fulfillment of minimum proposals for RFP No 21.115-ExLo

1. Onboarding checklist for afterschool staff
2. Presentations from Keshet and Be More with Anu to demonstrate DEIB training of staff
3. Reference letters from school principals and
4. Reference letter from a teacher at Joaquin Miller who also has children in our program
5. Copy of program budget
6. Staff List at Joaquin Miller
7. Copy of Organizational Chart
8. Sample schedule of enrichment opportunities
9. Work plan for JM Kids Club
10. Recent evaluation of program by parental response



Afterschool Teacher Staff File

HR Documents

- JCC Application
- Fully executed offer letter
- Direct Deposit Authorization Form
- Employee Status Form
- Resume
- Record of Covid-19 Vaccination
- I-9 Documentation

Additional Licensing Documentation

- LIC501: Personnel Form
- LIC 508: Criminal Record Statement (Paycom)
- LIC 9052: Notice of Employee Rights (Paycom)
- LIC 9108: Statement Acknowledging Reporting Suspected Child Abuse (Paycom)
- Transcripts
- Record of Immunization of Measles, Mumps, Rubella (MMR) and Pertussis (TDAP)
- Record of Influenza Vaccination or Declination of Influenza Vaccination
- Health Screening Report: LIC503
- TB Clearance
- Fingerprint Clearances through DOJ or Guardian

Trainings

- Copy of CPR and First Aid Certification
- Pesticides Training
- Mandated Reporter Training
- Sexual Harassment Training
- DEIB Session with Anu Gupta

Send Onboarding Email to Supervisor  
Email New Hire day before start date



## 1. Email to All Staff: Introduction to Working Group

We have a big, audacious goal of creating a radical place of belonging. This has been a goal of ours for many years. The work we have done in the past has laid the foundation for the place we are today, and for the work we will continue to commit to in the future. We want to be truly reflective of our larger, richly diverse community. Our continued work to get there will take authentic efforts at building relationships, learning opportunities, and identifying the gaps and needs. We are learning and figuring out as we go along, and the best we can do is to be educated, aware, thinking, and questioning.

Now comes the hard part of putting all of this into practice, and it's where we need the help and support of all of you! Diversity, Equity, Inclusion, and Belonging (DEIB) must be integrated into everything we do - from the curriculum in our classrooms, to our job descriptions and onboarding process, to the way we speak with children and parents, to the physical accessibility and elements of our building.

What tangible ideas do you have for your departments and programs? How can you inspire your peers and direct reports to integrate these ideas into their everyday work? How can we make each and every staff member and program participant feel truly able to bring their whole selves with them when they are at the JCC?

We are here to do this work with you. We would love to invite everyone to participate in our new DEIB Working Group. In this group we'll hear your ideas, decide on tangible actions we can implement, and talk about trainings and conversations we need to have with our larger staff to move this work forward. We will start by meeting once a month, and can decide if we should be meeting more often.

We look forward to committing to our big audacious goals with all of you!

## 2. DEIB Statement

The JCC East Bay stands for equal rights and safety for people of all backgrounds and faiths. We welcome and support our diverse Jewish community, people of all religions, nationalities, and socioeconomic backgrounds, communities of color, people with disabilities, and the LGBTQ+ community.

This statement is listed on the front page of our website, to all Eventbrite and Facebook Event pages, below email signatures (if folks would like), and in the footer of our enews and Constant Contact emails.

## 3. Statement on Job Descriptions

Systemic inequities in hiring have caused women, people of color, LGBTQ+ folks, and others to apply to jobs only if they meet all of the qualifications. The JCC East Bay encourages you to

apply anyway, as no one ever meets 100% of the qualifications. We look forward to your application.

### Some Examples of the Work We've Done

When bidding out projects, vendors, etc., we make sure to include businesses that are owned by women, people of color, LGBTQ+, etc.

Weekly enews always includes programs, resources, and/or opportunities highlighting LGBTQ+, Jews of color, Mizrahi and Sephardi culture.

All gender-neutral restrooms at the Outpost, inclusive signage for Berkeley bathrooms.

Israeli Pride flag in lobby, accessible mezuzah on front door.

Development work at the Board level: trainings, workshops, briefings, resource sharing.

Staff: Different trainings with different groups of staff  
Keshet training for all staff

Etc.!

### respectAbility Takeaways

#### General

- Inclusion as a mindset: "If I get to be like me, I belong. If I have to be like you, I fit in."
- Social Inclusion is the most advanced level of inclusion. Social Inclusion emphasizes the relationships that form when people with disabilities are able to fully participate. It allows everyone to be with one another in a supportive, balanced way that promotes the most crucial human need - connection.
- How do we use our Jewish values to help support an environment of inclusion?

#### Marketing

- By including photos of people from marginalized groups in your marketing, you don't just show the outside world that you have these people in your community/organization, but you also are welcoming people from those marginalized groups who are not in your community/organization to participate.
- We should do all we can to be accessible, yet we should also be who we authentically are. We shouldn't say we can offer services that we can't actually provide.

#### Trainings

- "Being proactively inclusive as opposed to reactively inclusive." How do we accomplish this, especially as we train teachers prior to the start of the school year?

- We need tools to help diverse learners (everyone learns in different ways). Can we provide resources in multiple formats - emails, print-outs, optional meetings?
- Resources are the best way we can help diverse learners. Do we partner with organizations that have these resources? Do we budget for inclusion specialists, consultants, and materials that can support this?

#### Youth Programs

- It is so common for Jewish learning spaces to turn kids away due to a lack of resources to support them. We can see this in our afterschool programs - we are often understaffed/under-resourced to be able to effectively handle behavioral issues that arise.
- We need to see children as their whole selves - we need to explicitly talk about the different types of support that different kids need.
- If you lose someone with a disability, you lose the whole family - most accommodations cost \$500 or less.

#### Programs/Events

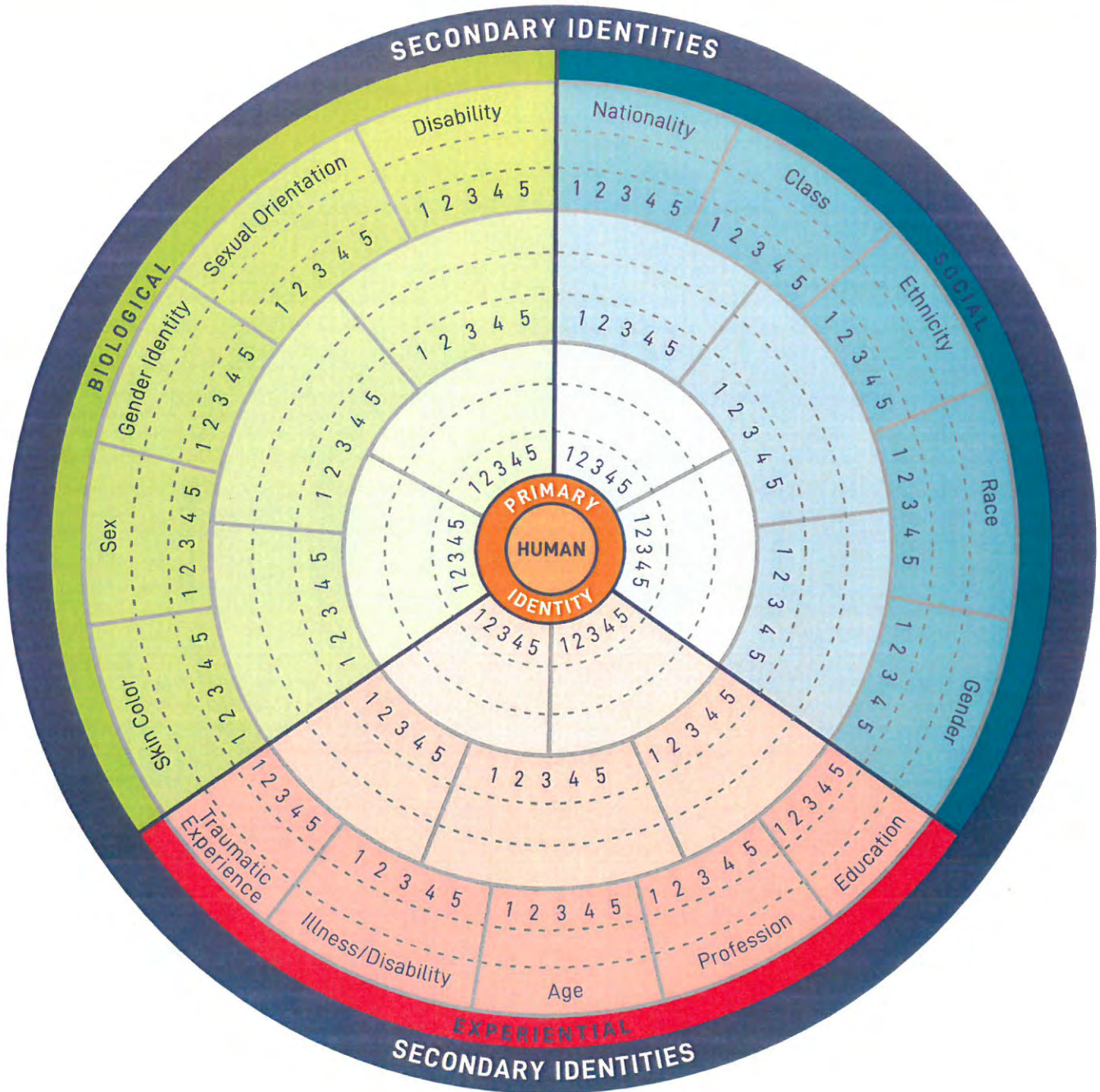
- What is feasible for us to provide to make our events more accessible? Closed captions on videos, interpreters, reserved seating, etc.?
- Should we list "request for accommodations" on our registration pages? Set a deadline for those requests.
- Should we market that our building is physically accessible?
- Eventbrite is not capable of translating for screen readers. Should we be using a more accessible ticketing platform?

#### HR

- Should we include "Advancing Inclusion" on annual reviews? How did this staff person advance inclusion?
- Should we add "Promoting Social Inclusion" as a responsibility on a job description?
- All onboarding needs to include inclusion.
- A reasonable accommodation must be effective to be reasonable.

#### What's Coming Up?





**INSTRUCTIONS**

- LINE 1. Select a secondary identity label.
- LINE 2. Fill your identity for that label.
- LINE 3. Choose on a scale of 1-5 how much social value you feel your identity (Line 2) has for that label (Line 1).

**FOR EXAMPLE**

Gender Identity  
*Cisman*  
1 2 3 4 (5)

**KEY**

- Primary Identity
- Secondary Identities
- Biological
- Social
- Experiential

# LGBTQ Terminology

| FEBRUARY 7, 2019

**SEX:** A person's assignment at birth, based upon primary and secondary sex characteristics (genitalia, breasts, body hair, chromosomes, hormones, etc.) as male, female, or intersex.

**GENDER IDENTITY:** A person's inner understanding of the gender(s) to which they belong or with which they identify. This is each person's unique knowing or feeling, and is separate from a person's physical body or appearance (although often related).

**ORIENTATION:** A pattern of emotional, romantic, and/or sexual attractions. A sense of one's personal and social identity based on attractions and the behaviors expressing them, oftentimes linked to the gender(s) of the person one feels these attractions towards.

**ATTRACTION:** Feelings and desires a person has that may cause them to desire to engage in physically, sexually intimate behavior AND/OR relationally, emotionally intimate behavior (flirting, dating, and marriage).

**LESBIAN:** A person who identifies as a woman, and who is emotionally, spiritually, physically, and/or sexually attracted primarily to members of the same gender and/or sex.

**GAY:** A person who is emotionally, spiritually, physically, and/or sexually attracted primarily to members of the same gender and/or sex. (Usually used by people who identify as men, though others in the LGBTQ+ community may also use this term about themselves.)

**BISEXUAL:** An individual who is emotionally, spiritually, physically, and/or sexually attracted to more than one gender and/or sex. Can sometimes be used interchangeably with Pansexual.

**PANSEXUAL:** A person who is emotionally, spiritually, physically, and/or sexually attracted toward persons of all gender identities and biological sexes. The concept of pansexuality deliberately rejects the gender binary, the "notion of two genders, and indeed of specific sexual orientations." Can sometimes be used interchangeably with Bisexual.

**QUEER:** 1) An umbrella term used by some to describe lesbian, gay, bisexual and transgender people. 2) A term used to describe a sexual orientation that is not straight, without indicating the genders of the queer person or the people they are attracted to. Some people prefer queer because it doesn't reference the gender binary, and some people prefer queer because it can expansively include attraction to people of a range of genders (used similarly to "pansexual" and "bisexual"). 3) Historically and currently used by some as a slur targeting those perceived to transgress "norms" of sexual orientation and/or gender expression, but for others, a word that has been reclaimed as a positive and affirmative part of their identity.

**STRAIGHT:** A person who is primarily emotionally, spiritually, physically, and/or sexually attracted toward persons of a different gender and biological sex. This is another term for heterosexual.

**HOMOSEXUAL:** A person who is primarily emotionally, spiritually, physically, and/or sexually attracted toward persons of the same gender and biological sex. This term is now considered outdated and too clinical, and is not in wide usage when people describe their own identities.



**ASEXUAL:** A person who does not experience sexual attraction. While they may not experience sexual attraction, a person may still engage in dating, sexual activity, or other behaviors. Can also refer to the Asexuality Spectrum, which describes the range of experiences related to how we experience attraction. Both demisexual, a person who only feels sexual attraction to someone with whom they have an emotional bond and aromantic, someone who experiences little or no romantic attraction to others, fall on this spectrum.

**TRANSGENDER or TRANS:** An umbrella term for anyone who knows themselves to be a gender that is different than the gender they were assigned at birth. Some trans people may have a gender identity that is neither man nor woman, and for some people their gender identity may vary at different points in their lives. Transgender has its origin in the Latin-derived prefix trans, meaning “across” or “beyond.”

**CISGENDER:** A term for anyone who knows themselves to be the gender they were assigned at birth. It is used to contrast with “transgender” on the gender spectrum. Cisgender has its origin in the Latin-derived prefix cis, meaning “on the same side.”

**GENDER EXPRESSION:** A person's behavior, mannerisms and appearance that are associated with their gender.

**GENDER ATTRIBUTION:** An observer decides and assigns what they believe a person's gender is based on their gender expression.

**GENDER NON-CONFORMING:** Used to describe people whose gender expression does not align with societal expectations based on their perceived gender. Just because someone is gender non-conforming does not mean that they are trans.

**GENDERQUEER:** A gender identity used by a person that self-defines their gender as queer or non-normative. Someone whose gender identity is neither man nor woman, is between or beyond gender, rejects binary gender, is some combination of genders. Can sometimes be used interchangeably with nonbinary.

**NONBINARY:** A gender identity that specifically rejects the notion of binary gender (the idea that the only genders are “man” and “woman.”) Can sometimes be used interchangeably with genderqueer.

**INTERSEX:** A general term used to refer to people who have atypical sexual or reproductive anatomy and biology. Intersex is not a single category – many forms of intersex exist and within each form, there may be substantial variation as well. Variations may include the reproductive organs such as the testicles, penis, vulva, clitoris, and ovaries, chromosomes, and hormone levels, all of which can result in additional variations in secondary sexual characteristics such as muscle mass, hair distribution, breast development, hip to waist ratio and stature. The term intersex displaced “hermaphroditism”, which is now considered offensive, as knowledge and understanding of sex development has increased. Intersex continues to be widely accepted as an umbrella term referring to biological diversity affecting sexual and reproductive anatomy.

**GENDER TRANSITION:** A person's transition can look and feel different; there is not one way to transition. Transition includes some or all of the following: cultural, legal, and medical adjustments; telling one's family, friends, and/or co-workers; changing one's name and/or sex on legal documents; electrolysis or laser hair removal; hormone therapy; different forms of surgery-including but not limited to chest and genital surgery. Gender transition is not a linear process, and is often influenced by one's access to information, community, and financial resources.

**PRONOUNS:** An important way to respect trans people is to refer to them with their gender pronouns. Some people want to be referred to as he / him / his, some as she / her / hers, some as a combination. Others want to be referred to with alternative/gender-neutral pronouns, such as ze or xie (“zee”) / hir (“heer”), or they / them / theirs (“Max is doing well. I saw hir yesterday, and ze said to say hi to you”). Some prefer not to use pronouns and all and only use their proper name (“I saw Max yesterday in class. I thought Max gave great answers to the professor's questions, and I thought Max's questions were great too”). It is always best to ask someone, “What is your gender pronoun?”

**HOMOPHOBIA:** The irrational fear of love, affection, or sexual behavior between people of the same gender. Expressed as negative feelings, erasure, attitudes, actions, and institutional discrimination against those perceived as non-heterosexuals, or the fear of being perceived as non-heterosexual.

**BIPHOBIA:** The irrational fear of love, affection, or sexual behavior of people who identify as bisexual. Expressed as negative feelings, erasure, attitudes, actions, and institutional discrimination against those perceived as bi-sexual, or the fear of being perceived as bisexual.

**TRANSPHOBIA:** Irrational fear or hatred of people who break or blur gender roles and sex characteristics, which exists in both the heterosexual and gay communities. Expressed as negative feelings, erasure, attitudes, actions, and institutional discrimination against those perceived as transgender or gender non-conforming, or the fear of being perceived as transgender or gender non-conforming.

**HETERONORMATIVE:** The social, cultural, institutional, and individual beliefs and practices that privilege heterosexuality as the natural, normal sexual orientation.

**CIS-NORMATIVE:** The social, cultural, institutional, and individual beliefs and practices that privilege cisgender experiences and identities as the natural, normal gender identity.

These are some of the most common English terms used in the local and national lesbian, gay, bisexual, transgender, queer, and ally communities- there are many others, and more are created every day. It is always best to ask individuals and communities what terms they use, and what those terms mean to them

# What's in a Pronoun?: Resources and Activities on Third-Person, Gender-Neutral Pronouns

*Assembled by Dubbs Weinblatt, Essie Shachar-Hill, and Jacob Klein*

## WHAT'S A PRONOUN?

Pronouns are words used to talk about a person instead of using that person's name. For example, instead of saying, "Moishe's challah is amazing because Moishe uses Moishe's own special recipe," we could use pronouns instead. If Moishe uses he/him/his pronouns, this sentence could be: "Moishe's challah is amazing because *he* uses *his* own special recipe." Many people use the pronoun sets he/him/his or she/her/hers. Other people may prefer to use the neutral pronoun set they/them/theirs or other neutral pronoun sets, such as ze/hir/hirs.

## WHAT DO YOU MEAN BY "NEUTRAL"?

The pronouns he/him/his and she/her/hers indicate gender: man/woman or boy/girl. Often, however, we don't know the gender of the person that we are talking about. For example, if you find a wallet on the ground, you might say, "I should find the owner of this wallet. They must be looking for it." In this case, the person we're talking about could be of any gender, so the pronoun *they* is used. You are probably already familiar with using neutral pronouns. However, they/them/theirs pronouns are not just used to talk about a hypothetical or unknown person. Some people use they/them/theirs in the same way others use she/her/hers or he/him/his. For example, if Ari uses they/them/theirs pronouns, we might say, "Ari hosted an amazing Shabbat dinner last night! They made all their favorite dishes and even made the chocolate babka themselves." Many people who are genderqueer, non-binary, agender, or trans use they/them/theirs pronouns.

*Find out more info on neutral pronouns at <https://www.mypronouns.org/they-them>*

## HOW AM I SUPPOSED TO KNOW WHAT PRONOUNS PEOPLE USE?

You're not a mind-reader, so you really can't know what pronouns someone uses unless you ask. A wonderful way to do this is to share your pronouns first, which in turn indicates that you're open to hearing others' pronouns. It's an easy technique to incorporate in meetings or other gatherings where people introduce themselves. You can say, "My name is Rachel, and I use she/her/hers pronouns." It only takes a second and is an important step toward the inclusion of people of all genders in the space. It also combats gender stereotypes generally by breaking down the assumption that someone must look a particular way in order to be read as a certain gender.

## WHY IS THIS IMPORTANT?

On the most basic level, using people's correct pronouns is about *kavod* (respect). In the same way we ask people's names so we can refer to them correctly, using people's pronouns is about honoring them as a



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person. As Jews, we are tasked with loving our neighbors *and* strangers, as we were once strangers in Egypt. In a work or learning environment, people can't be productive and fully present if they feel ignored, invisible, and disrespected. Sharing, asking, and using correct pronouns helps maintain *shalom bayit* (peace in the home) by contributing to an environment where everyone can be comfortable and safe.

## WHAT IF I MESS UP AND USE THE WRONG PRONOUN FOR SOMEONE?

For many people, using they/them/theirs pronouns is a new concept, and mistakes happen. When we make a mistake, we can remember our duty of *tshuva* (repentance). Unlike Yom Kippur, however, your apology doesn't have to be hours-long! In fact, a short apology is better because it doesn't dwell on the mistake. When you apologize for getting a pronoun wrong, try to avoid making the apology about your own discomfort. Statements like, "I'm sorry, but this is just so hard for me," make the conversation about *you*, as opposed to the person who was [probably unintentionally] hurt, misgendered and/or misunderstood. Instead, try: "As he said—sorry, I mean, as *they* said—latkes are superior to hamentashen, and I agree with them."

Find more advice on correcting mistakes at <https://www.mypronouns.org/mistakes>

## BUT ISN'T "THEY" PLURAL?

One of the most common pushbacks to using "they" as a gender-neutral pronoun for an individual is a question of grammar. Most of us learned that "they" is a plural pronoun for groups of people only. Therefore, it's grammatically incorrect to use "they" for a single person. We can get stuck in this grammar vortex until we realize that using "they" as a singular pronoun has been happening for centuries in the English language!

## "THEY" IN LITERATURE

Using the singular "they" or one of its other forms has long been used in literature as a way of referring to a single person. The practice dates as far back as the 16<sup>th</sup> Century (and maybe even longer) in some of the most revered works of English literature.

Going all the way back to the year 1400, Geoffrey Chaucer used "they" in *The Canterbury Tales*:

**"And whoso fyndeth hym out of swich blame,**

***They* wol come up [...]"**

**Translation: "And whoever finds him out of such blame, *they* will come up..."**

Shakespeare, whose effect on the English language can't be overstated, used the singular "they" in multiple works:

**There's not a man I meet but doth salute me**

**As if I were *their* well-acquainted friend (*Comedy of Errors*, Act IV Scene 3)**

**And every one to rest *themselves* betake (*Rape of Lucrece*)**

One of the most renowned English novelists of all time, Jane Austen, employed "they," "them," and "their" throughout her works. An example, found in *Mansfield Park*:

**"I would have every body marry if *they* can do it properly..."**



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The beloved American poet Emily Dickinson shows many uses of the singular "they" in this excerpt from a letter in 1181:

**"Almost anyone under the circumstances would have doubted if [the letter] were *theirs*, or indeed if *they* were *themselves*."**

All this to say, there's a history that we can look to in order to understand the use of "they" singular and see it isn't anything new. The English language has been grappling with the confines of gender from the beginning.

## LANGUAGE IS EVOLVING!

It also must be said that language is constantly evolving, and English is a particularly malleable one (did you know that "you" was originally a plural pronoun?). "They" as a singular pronoun has caught on so widely that even elite dictionaries and style guides have recognized its usage and importance as a singular, gender-neutral pronoun.

Oxford Dictionaries and Merriam-Webster both include the singular usage and its longstanding usage in their definitions of "they." Read more about their perspectives at <https://en.oxforddictionaries.com/definition/they> and <https://www.merriam-webster.com/dictionary/they>.

Along with dictionaries, grammar and style experts have also made their case for a singular "they." It was the American Dialect Society's 2015 Word of the Year:

## 2015 Word of the Year is singular "they"

January 8th, 2016 Comments Off



MARRIOTT MARQUIS, WASHINGTON D.C.—JAN. 8—In its 26th annual words of the year vote, the American Dialect Society voted for *they* used as a gender-neutral singular pronoun as the Word of the Year for 2015. *They* was recognized by the society for its emerging use as a pronoun to refer to a known person, often as a conscious choice by a person rejecting the traditional gender binary of *he* and *she*.

<https://www.americandialect.org/2015-word-of-the-year-is-singular-they>



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The most reputable and widely used style guides have also legitimized the singular “they,” including the *Washington Post Style Guide*, *Associated Press Stylebook*, and the *Chicago Manual of Style*.

**AP** THE DEFINITIVE SOURCE

ROOTED IN PRODUCTS AND SERVICES

## Making a case for a singular ‘they’

March 24, 2017, by Lauren Easton

During a panel at the American Copy Editors Society national conference in St. Petersburg, Florida, on Friday, it was announced that the 2017 AP Stylebook will include guidance on the limited use of “they” as a singular pronoun.

<https://blog.ap.org/products-and-services/making-a-case-for-a-singular-they>

*The Chicago Manual of Style*, one of the most widely used, says, “A writer (or speaker) may also use they to refer to a specific, known person who does not identify with a gender-specific pronoun such as *he* or *she*... *CMOS 17* will advise that ‘a person’s stated preference for a specific pronoun should be respected.’” This usage is still not widespread either in speech or in writing, but *Chicago* accepts it even in formal writing.

It’s a real challenge to reframe our understanding of one of the building blocks of communicating. Thankfully, there are plenty of sources explaining how grammar is already making the singular “they” work.

### CAN’T PEOPLE COME UP WITH NEW PRONOUNS INSTEAD?

Yes, and in fact people have! Many sets of alternative gender-neutral singular pronouns have been developed. For some people, these new pronouns are empowering and authentically express how they relate to their gender. New pronouns can also help avoid the confusion that some people have around using “they” for a single person.

Here’s a chart of third-person pronouns with many options for referring to an individual. This isn’t an exhaustive list; there are more out there that people have developed. You may be wondering why there are so many options. Awareness about pronouns is still relatively new. People are figuring out what works best for them. It’s a huge challenge to make language usage inclusive, but people are working really hard to do so.



**KESHET**

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| _____ laughed | _____ | That's _____ | _____  | _____  | _____      |
|---------------|-------|--------------|--------|--------|------------|
| He            | him   | his          | his    | his    | himself    |
| She           | her   | her          | hers   | hers   | herself    |
| They          | them  | their        | theirs | theirs | themselves |
| Xie           | hir*  | hir          | hirs   | hirs   | hirself    |
| Yo            | yo    | yos          | yos    | yos    | yoself     |
| Ze            | zir*  | zir          | zirs   | zirs   | zirself    |

\*Note: hir and zir and their variants are pronounced with a long e, like the word "here."

The newness of some of these words may be a lot to take in and can feel overwhelming. What it really comes down to is listening to the person you're talking with. They will tell you the best way to respect them, as we all deserve. It may be hard, and you'll probably make mistakes. That's okay. That's how we learn.

## PRONOUN FILL-IN THE BLANK ACTIVITY

Feeling uneasy about putting into use 'They/They/Their(s)' pronouns? No problem; we understand and have your back! Below is a Fill in the Blank activity for you to practice using these words in different scenarios. The answers follow. The first set is using the 'They' series in ways we do every day even though we may not be thinking about it.

**Word Choices:** They, Them, Their, Theirs, Themselves (and grammatical variations such as 'they've' and 'they're')

Pick the correct word from the Word Choices to complete the following sentences.

- Someone left \_\_\_\_\_ phone in the conference room! We should return it back to \_\_\_\_\_.  
\_\_\_\_\_ background is of cute puppies!
- "What time does your friend's flight get in?"  
"Oh \_\_\_\_\_ land at 1:40pm and I'm going to pick \_\_\_\_\_ up at the airport. I hope \_\_\_\_\_ don't have too much luggage. I can't carry it for \_\_\_\_\_ and I don't know if there's room in my car!"
- "Dr. Rosen, you have one patient left in the waiting room"  
"Can you please tell me about \_\_\_\_\_?"  
"Sure. \_\_\_\_\_ have a stomach ache, \_\_\_\_\_ have an ear ache and \_\_\_\_\_ complaining of a sore ankle; \_\_\_\_\_ rolled it while \_\_\_\_\_ were carrying the Torah during services!"  
"Okay, can you please let \_\_\_\_\_ know that I'll be with \_\_\_\_\_ shortly. \_\_\_\_\_ should take some pain relievers in the meantime and make sure \_\_\_\_\_ foot is elevated. The pain relievers should help \_\_\_\_\_ feel better soon."  
"Thank you, Dr. Rosen. I'll let \_\_\_\_\_ know."



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4. Joey is excited to attend \_\_\_\_\_ first ever Shabbaton! \_\_\_\_\_ been thinking about what it will feel like to be in a safe space where \_\_\_\_\_ can be both Jewish AND Queer. \_\_\_\_\_ hoping to walk away from the weekend with lots of new friends \_\_\_\_\_ are also excited to be away from home for a whole weekend! \_\_\_\_\_ parents are very proud of \_\_\_\_\_ for putting \_\_\_\_\_ out there to meet other teens. It's not always easy to be vulnerable but \_\_\_\_\_ parents recognize the importance of the this journey and exploration!
  
5. When Bloom was younger \_\_\_\_\_ loved going to summer camp! \_\_\_\_\_ loved the nature, the arts and the freedom that was available to \_\_\_\_\_! \_\_\_\_\_ made a lot of friends, a lot of s'mores and a lot of crafts. After camp ended each summer, \_\_\_\_\_ made sure to keep in touch with all of \_\_\_\_\_ friends. \_\_\_\_\_ quickly realized that camp was an awesome space to be \_\_\_\_\_ and to make lifelong friends. As \_\_\_\_\_ grew older, \_\_\_\_\_ decided to dedicate \_\_\_\_\_ life to creating these safe spaces for all! Now \_\_\_\_\_ direct a Jewish overnight camp and \_\_\_\_\_ love it! \_\_\_\_\_ pour \_\_\_\_\_ heart, soul and all of \_\_\_\_\_ energy into creating a magical, safe and fun space for campers to be themselves!
  
6. Every day Dubbs is excited to work for Keshet. \_\_\_\_\_ love the work \_\_\_\_\_ get to do and the different communities \_\_\_\_\_ get to work with. \_\_\_\_\_ love the impact \_\_\_\_\_ make and \_\_\_\_\_ coworkers, too! Not only is Keshet doing important work for other organizations, it also gave Dubbs a chance to explore \_\_\_\_\_ identity in a safe way! So far during \_\_\_\_\_ time at Keshet, \_\_\_\_\_ explored different pronouns, different ways to identify and have become more confident and connected to \_\_\_\_\_ work because \_\_\_\_\_ finally feel 100% \_\_\_\_\_ and confident in who \_\_\_\_\_ are. Thank you, Keshet, for giving \_\_\_\_\_ this incredible opportunity to be \_\_\_\_\_ in the most authentic way possible!

*The Answers!*

1. Someone left **their** phone in the conference room! We should return it back to **them**. **Their** background is of cute puppies!
  
2. "What time does your friend's flight get in?"
 

"Oh **they** land at 1:40pm and I'm going to pick **them** up at the airport. I hope **they** don't have too much luggage. I can't carry it for **them** and I don't know if there's room in my car!"

"Dr. Rosen, you have one patient left in the waiting room"

"Can you please tell me about **them**?"

"Sure. **They** have a stomach ache, **they** have an ear ache and **they're** complaining of a sore ankle; **They** rolled it while **they** were carrying the Torah during services!"

"Okay, can you please let **them** know that I'll be with **them** shortly. **They** should take some pain relievers in the meantime and make sure **their** foot is elevated. The pain relievers should help **them** feel better soon."

"Thank you, Dr. Rosen. I'll let **them** know."
  
4. Joey is excited to attend **their** first ever Shabbaton! **They've** been thinking about what it will feel like to be in a safe space where **they** can be both Jewish AND Queer. **They're** hoping to walk away from the weekend with lots of new friends. **They** are also excited to be away from home for a whole weekend! **Their** parents are very proud of **them** for putting **themselves** out there to meet other teens. It's not always easy to be vulnerable but **their** parents recognize the importance of the this journey and exploration!



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5. When Bloom was younger they loved going to summer camp! They loved the nature, the arts and the freedom that was available to them! They made a lot of friends, a lot of smores and a lot of crafts. After being under that summer sun, they realized that camp was an awesome space to be **themselves** and to make lifelong friends. As they grew older, they decided to dedicate **their** life to creating these safe spaces for all! Now they direct a Jewish overnight camp and they love it! They pour their heart, soul and all of their energy into creating a magical, safe and fun space for campers to be themselves!
6. Every day Dubbs is excited to work for Keshet. They love the work they get to do and the different communities they get to work with. They love the impact they make and their coworkers, too! Not only is Keshet doing important work for other organizations, it also gave Dubbs a chance to explore their identity in a safe way! So far during their time at Keshet, they explored different pronouns, different ways to identify and have become more confident and connected to their work because they finally feel 100% **themselves** and confident in who they are. Thank you, Keshet, for giving them this incredible opportunity to be themselves in the most authentic way possible!

## SPEED CHEVRUTA ACTIVITY

**Goals:** (1) to practice and normalize sharing and asking pronouns and (2) to build empathy based on personal experiences of isolation/discrimination

**Setup:** Two rows of chairs facing each other (with or without table between)

**Framing:** "For many of us, sharing our pronouns and asking others' pronouns is a new convention. This activity will help us practice, as well as helping us reflect on our own experiences."

**Directions:** Ask participants to find a partner they don't know (or don't know well) and sit across from them. The beginning of each round will start with both partners introducing themselves with name, pronouns, and role/institution. (Remind folks that they should do this at the beginning of each round, even if they know the person across from them, since we're practicing using pronouns.) After the introductions, read aloud one of the following prompts (if possible, project prompt on presentation screen). Both partners should answer the question. After 2 minutes, yell "rotate" and have everyone move one chair to their right and repeat the process.

- Talk about a time you have felt like an outsider?
- When is a time you couldn't be your full self in a space/situation?
- Have you ever had to keep part of yourself a secret for fear of rejection/violence?
- Have you ever felt like there were structural barriers in place to keep you from succeeding?
- Have you ever felt unsafe in public because of an identity?
- Have you ever been barred from a space/activity/opportunity because of an identity?

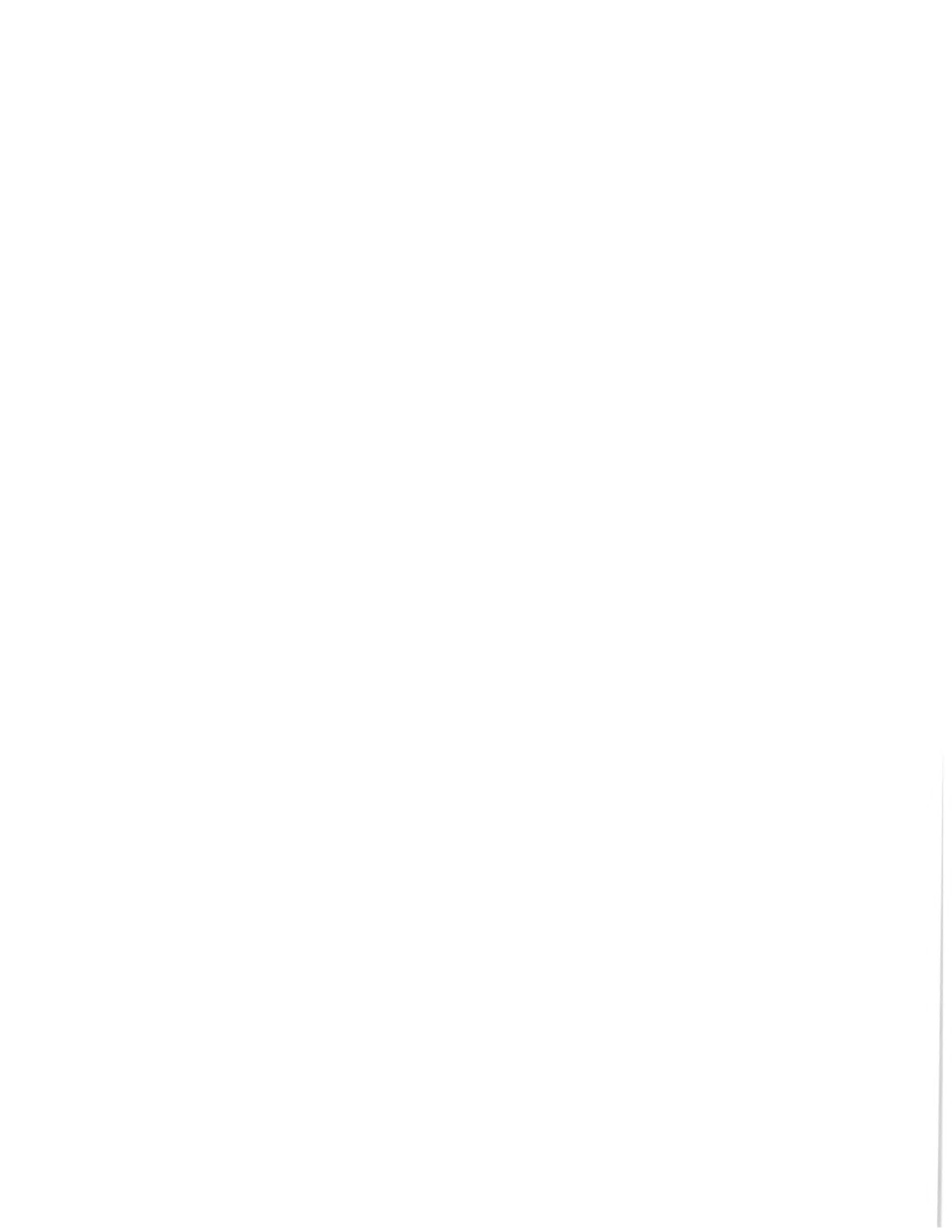
**Debrief:** Remind folks to just share from their experiences and not their partners', since sometimes we are comfortable sharing a story with one person but not the entire room.

- How did it feel to share your pronouns when you introduced yourself?
- What question(s) really stuck out to you and why?
- Was it difficult to think of answers to some of these questions? Which ones?
- Did anything come up that you hadn't thought about before?

**Closing:** "Most people can relate to the feeling of being different or other at some point in their lives, but some people feel this otherness more than others. For transgender, gender non-conforming, and non-binary people, this is something they face every day."



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## **Cleveland Elementary School**

745 Cleveland Street, Oakland CA 94606  
510.879.2108



March 29, 2022

To Whom It May Concern:

It is with pleasure and enthusiasm that I write this letter of recommendation for the JCC East Bay Kids' Club after school program. Kids' Club has been active at Cleveland Elementary School for eight years now, and became a key part of our school community.

The program has been well organized and has met parent needs for aftercare with creative enrichment activities as well as recess and homework support. Students are well supported for their social emotional needs and have developed cross age friendships through the program.

Based on our experience at Cleveland, the community and I would highly recommend partnering with Kids' Club.

Sincerely,

Peter Van Tassel  
Principal  
Cleveland Elementary School  
[peter.vantassel@ousd.org](mailto:peter.vantassel@ousd.org)  
510.879.2108





Joaquin Miller Elementary

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Oakland, CA 94611  
Tel. (510) 531-6688  
Fax (510) 531-6667  
[www.joaquinmiller.org](http://www.joaquinmiller.org)

March 27, 2022

To Whom It May Concern:

It is with pleasure and enthusiasm that I write this letter of recommendation for the JCC East Bay Kids' Club before and after school program. Kids' Club has been active at Joaquin Miller School for eight years now, and is an integral part of our school community. Over 200 students are registered for this program each year, and parents are extremely impressed with all the program has to offer their children.

Kids' Club operates an exceptionally organized program with a variety of activities aligned to our students' interests. Students definitely have time for unstructured play, however they also engage in teacher-led programming like: gardening, Mandarin, flag football, cooking, DIY classes, drawing class, chess, fuse beads, and Dungeons and Dragons, just to name a few. Under the direction of Leo Diaz, students also participated in a spectacular full-length theater performance of Aladdin! Students also receive healthy food items daily. To foster a community, Kids' Club also offers parent mingle nights and enrichment fairs, where families are able to spend time together, creating long lasting friendships and meaningful connections.

Kids' Club ensures the inclusivity of all students who have behavioral and social challenges or who are on the spectrum. To ensure they have full support throughout their day, Kids' Club has an Inclusion Specialist, dedicated to assist with behavioral and emotional needs.

Over the past several years, Kids Club has streamlined their registration process, making it easier for parents to select the program that works best for their families and budgets. JCC East Bay has also matched our PTA's donation of \$5,000 for scholarships annually for the past six years.

Sincerely,

*Sara E. Green*

Principal, Joaquin Miller Elementary School

March 29, 2022

To Whom It May Concern;

My name is Tessa Strauss, and I am a second grade teacher at Joaquin Miller Elementary in Oakland, California. The Jewish Community Center of the East Bay (JCC) currently runs our after school program, called Kids Club. I am in a unique position to write this recommendation letter on behalf of their program because I am a teacher and also a parent of two kindergarten students at Joaquin Miller who attend Kids Club. As such, I strongly recommend the JCC to be a partner with OUSD for expanded learning opportunities in OUSD.

This after school care program is highly utilized by our families; over the four years that I have taught at Joaquin Miller, I have always had at least half of my students attend the Kids Club program daily. Students of all ages are thrilled to attend the numerous enrichment classes the program offers (such as Lego engineering, language classes, gardening, all kinds of visual and performing arts, cooking, and various sports skills). During these programs, students develop strong social and problem solving skills. Students are in mixed age groups and are able to be supportive of others in ways they do not experience daily in their grade level classrooms. The older students help the younger kids by reading to them, teaching them playground games, and assisting with modeling arts skills. These enrichment activities are needed because during the school day we do not have time, access, or funding to provide such rich opportunities for alternative learning for students. At Joaquin Miller, students thrive through the inspiring and well-planned out lessons they receive during Kids Club.

While the classes are wonderful, the most special aspect of Kids Club is the dedicated teaching staff. Year to year, I observe students develop strong relationships with their after school teachers. Students are able to continue these relationships consistently with returning staff, who know each student's specific needs and interests, and bring historical community knowledge with them to the program. As a parent, I feel safe leaving my children for extra hours at Kids Club, reassured their physical and emotional needs will be met with thoughtfulness and grace. At home, my children tell me stories about the silly things their Kids Club teachers did or the songs they sang together. The program runs smoothly and joyously because of the well organized systems they have in place, and the caring and committed staff members.

The JCC's Kids Club after school program has been a special place for my own family as well as those of many of my students to learn and grow over the years. As previously stated, I highly recommend the JCC to be a partner with OUSD for expanded learning opportunities for students. Feel free to contact me with any questions at [tessa.strauss@ousd.org](mailto:tessa.strauss@ousd.org).

Sincerely,

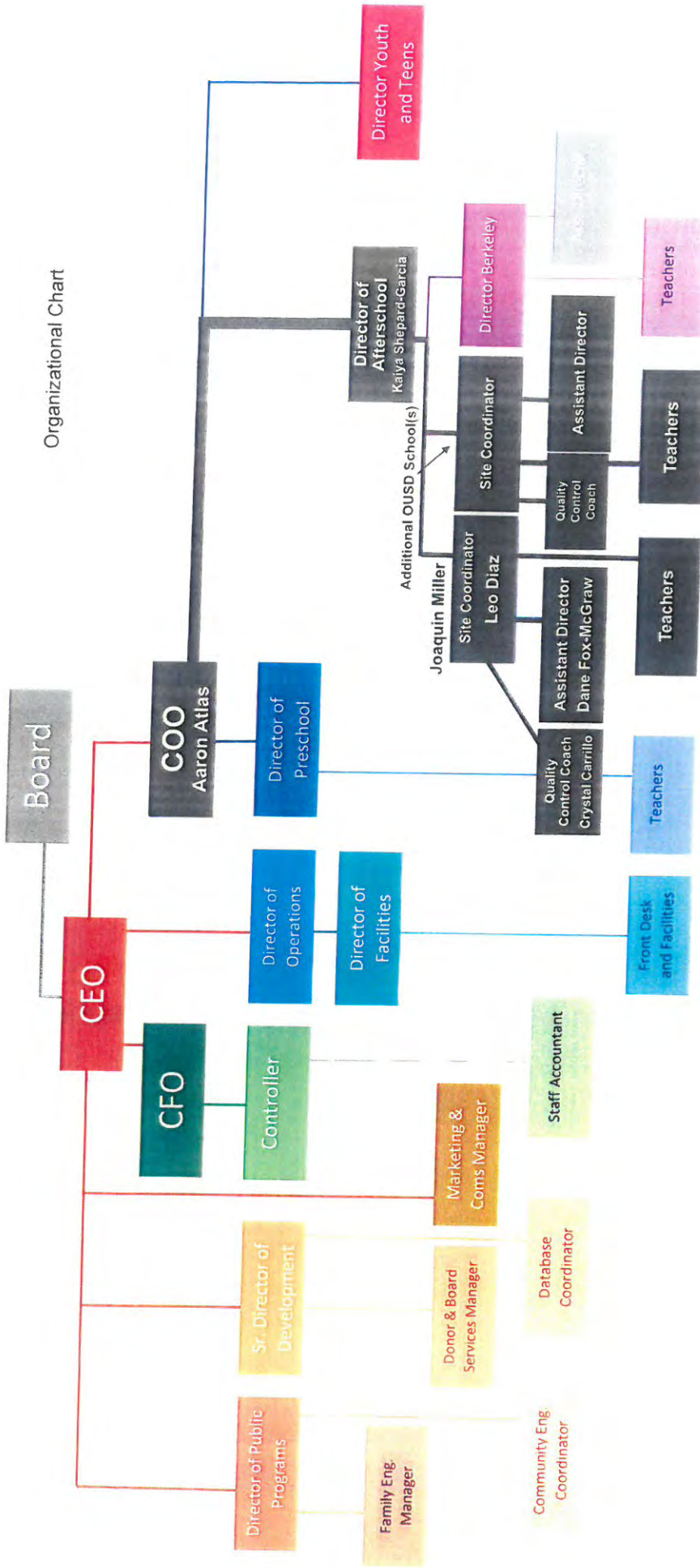
Tessa Strauss  
2nd Grade Teacher  
Joaquin Miller Elementary  
OUSD

Program Budget for RFP No. 21-115ExLo

|                                 |   | INCOME                     | EXPENSE             |
|---------------------------------|---|----------------------------|---------------------|
| <i>Detail of Income/Expense</i> |   |                            |                     |
| Personnel                       | Site Coordinator  |                            | \$55,000            |
|                                 | 1 Assistant Director, 1 Quality Control Coach   |                            | \$100,000           |
|                                 | Staff training - 21 teachers x \$21/hr x 5 hrs/day x 10 days (week prior and ongoing) |                            | \$22,050            |
|                                 | Inclusion Coordinator x \$23/hr x 4.5 hrs/day x 175 days                              |                            | \$18,113            |
|                                 | 20 teachers x \$21/hr x 4.5 hrs/day x 175 days  |                            | \$330,750           |
|                                 | Staff Absence -5%   |                            | (\$26,295.63)       |
|                                 | Payroll Taxes   |                            | \$44,966            |
|                                 | Workers Comp  |                            | \$8,993             |
|                                 | Health Insurance  |                            | \$74,943            |
|                                 | Dental Insurance  |                            | \$8,993.10          |
| <br>                            |   |                            |                     |
| Operating costs                 | Telephone - 3 phones x \$60/month   |                            | \$2,160             |
|                                 | Program Supplies - art, sports, office supplies, etc \$1500/month                     |                            | \$18,000            |
|                                 | Learning tools \$500/month  |                            | \$6,000             |
|                                 | Printing \$100/month  |                            | \$1,200             |
|                                 | Miscellaneous supplies \$500/month  |                            | \$6,000             |
| Income                          |   |                            |                     |
|                                 | 5 days/week until 6:00pm  | Number students            | x 10 months         |
|                                 | 5 days/week until 5:00pm  | 40                         | \$244,800           |
|                                 | 4 days/week until 6:00pm  | 40                         | \$176,000           |
|                                 | 4 days/week until 5:00pm  | 10                         | \$49,900            |
|                                 | 3 days/week until 6:00pm  | 30                         | \$107,100           |
|                                 | 3 days/week until 5:00pm  | 20                         | \$80,600            |
|                                 | AM Care   | 30                         | \$82,800            |
|                                 | 100 unduplicated students x \$10.18/day x 175 days x 65%                              | 50                         | \$100,000           |
|                                 |   | 100                        | \$115,798           |
|                                 |   | <b>CAMP TOTAL</b>          | <b>\$956,997.50</b> |
|                                 |   | <b>SURPLUS / (DEFICIT)</b> | <b>\$286,126</b>    |
|                                 |   |                            | <b>\$670,871.13</b> |

| Department_Desc   | LAST       | FIRST    | DOB        | Work_Email                     | Personal_Email                  | PHONE      | Street                    | City          | State | Zipcode |
|-------------------|------------|----------|------------|--------------------------------|---------------------------------|------------|---------------------------|---------------|-------|---------|
| Joaquin Miller AS | GAMBOA     | JERIKKA  | 03/12/1998 | erikka.gamboa@jceastbay.org    | jerikkagamb0a@gmail.com         | 5105846478 | 606 MOSS WAY              | HAYWARD       | CA    | 94541   |
| Joaquin Miller AS | FOX-MCGRAW | DANE     | 11/21/1986 | DANEF@JCEASTBAY.ORG            | dfoxm001@gmail.com              | 7608057561 | 442 48TH STREET           | OAKLAND       | CA    | 94609   |
| Joaquin Miller AS | HERRERA    | KYLE     | 07/02/2001 | kyleh@jceastbay.org            | kylebay11@gmail.com             |            | 14430 LARK STREET         | SAN LEANDRO   | CA    | 94578   |
| Joaquin Miller AS | QUEZADA    | LEONARDO | 03/15/2000 | leonardo.quezada@jceastbay.org | Leonardoquezadaibarra@gmail.com | 5103790903 | 59 PEARL STREET APT Z     | OAKLAND       | CA    | 94611   |
| Joaquin Miller AS | FRANCO     | WILLIAM  | 03/29/1999 | william.franco@jceastbay.org   | williams99franco@gmail.com      | 5105413150 | 49 CASSIA STREET          | OAKLAND       | CA    | 94611   |
| Joaquin Miller AS | RAWLINS    | ELIJAH   | 10/26/1998 | elijahrawlins6@gmail.com       | elijahrawlins6@gmail.com        | 5105413150 | 49 CASSIA STREET          | PITTSBURG     | CA    | 94585   |
| Joaquin Miller AS | SONG       | YE       | 07/20/1990 | ye.song@jceastbay.org          | songye111111@gmail.com          | 6463843805 | 1726 LINCOLN STREET APT 5 | BERKELEY      | CA    | 94703   |
| Joaquin Miller AS | TURNER     | MORGAN   | 09/10/1989 | morgan.turner@jceastbay.org    | mturner123@gmail.com            | 5103326130 | 1636 LINCOLN AVENUE       | ALAMDEA       | CA    | 94501   |
| Joaquin Miller AS | ZELAYA     | MARIO    | 09/05/1971 | mario.zelaya@jceastbay.org     | mariozelaya1@gmail.com          | 5108464024 | 5076 DUBLIN AVE           | OAKLAND       | CA    | 94602   |
| Joaquin Miller AS | MEDIROS    | MATTHEW  | 03/13/1993 | matt.mediros@jceastbay.org     | mattmediros93@gmail.com         | 5106951612 | 609 GLEN DRIVE            | SAN LEANDRO   | CA    | 94577   |
| Joaquin Miller AS | GUILBERT   | HOLDEN   | 06/14/1998 | holden.guilbert@jceastbay.org  | holden.guilbert@gmail.com       | 5102838630 | 715 DUTTON AVE            | SAN LEANDRO   | CA    | 94577   |
| Joaquin Miller AS | WILLIAMS   | KEENAN   | 02/09/1995 | keenanw@jceastbay.org          | kc.williams77@comcast.net       | 5107603677 | 1590 162ND AVE .APT 2     | SAN LEANDRO   | CA    | 94578   |
| Joaquin Miller AS | MALONEY    | IAN      | 01/27/1997 | ian.maloney@jceastbay.org      | maloney_ian@yahoo.com           | 5105664324 | 18311 PEPPER ST           | SAN LEANDRO   | CA    | 94546   |
| Joaquin Miller AS | PETERSON   | MARSHA   | 10/21/1952 | mcpetersonlaw@gmail.com        | mcpetersonlaw@gmail.com         | 5102099297 | 6625 BANNING DR           | CASTRO VALLEY | CA    | 94611   |
| Joaquin Miller AS | DIAZ       | LEONARDO | 10/27/1997 | leod@jceastbay.org             | leod1997@gmail.com              | 5102740623 | 910 CASTLE ST             | OAKLAND       | CA    | 94578   |
| Joaquin Miller AS | PERSHING   | MAYA     | 07/07/1996 |                                | mayapershing23@gmail.com        | 3109987918 | 1600 FAIRVIEW ST          | SAN LEANDRO   | CA    | 94703   |

Organizational Chart







*Cisko's Farm & Garden Class*

## Important Information About Enrichment

**ALL ENRICHMENT  
ENROLLMENT IS THROUGH  
ULTRA CAMP**

### Registration Open:

Friday, January 24<sup>th</sup> at 6AM

### Registration Closes:

Friday, February 14<sup>th</sup> at 11PM

### KC Teacher Lead Classes Exclusive to Kids Club Students **Only**

- |                  |   |
|------------------|---|
| <b>MONDAY</b>    | <ul style="list-style-type: none"> <li>• Flag Football w/ Coach Keenan (Co-Ed K-2) 3:30PM-4:30PM</li> <li>• Mindful Gems (K-5)- 3:45PM-4:45PM</li> <li>• Art w/ Emily (1-5)- 3:45PM-4:45PM</li> <li>• Choir (2-5) 3:30PM- 4:45PM</li> </ul>                         |
| <b>TUESDAY</b>   | <ul style="list-style-type: none"> <li>• Huck It or You're Nuthin' (3 - 5)- 3:30PM-4:30PM</li> <li>• Improv w/ Matt (3-5) 3:30PM -4:30PM</li> <li>• Mindful Gems (K-5) 3:45PM-4:45PM</li> <li>• *Musical Theatre (1-5) 3:30- 4:45PM</li> </ul>                      |
| <b>WEDNESDAY</b> | <ul style="list-style-type: none"> <li>• Heather's Crafty Corner (3-5)- 2:30PM-3:30PM</li> <li>• Hook, Line and Sweater (4-5)- 3:30PM-4:30PM</li> <li>• American Sign Language (K-5) 3:45PM- 4:45PM</li> <li>• Breaking with Keenan (2-5) 3:30PM- 4:30PM</li> </ul> |
| <b>THURSDAY</b>  | <ul style="list-style-type: none"> <li>• Flag Football w/ Coach Keenan (Co-Ed 3-5) 3:30PM-4:30PM</li> <li>• Yoga Warriors (K-3)- 3:45PM-4:45PM</li> <li>• Hedwig's Journey (2-5) 3:45PM- 4:45PM</li> <li>• *Musical Theatre (1-5) 3:30- 4:45PM</li> </ul>           |
| <b>FRIDAY</b>    | <ul style="list-style-type: none"> <li>• Heather's Crafty Corner (K-2)- 3:45PM-4:45PM</li> <li>• Mandarin (2-5) 3:45PM- 4:45PM</li> </ul>   |

\*Musical Theatre meets twice a week.

## Important Dates

**February 24<sup>th</sup>**

First Day of Spring Enrichment

**May 21<sup>st</sup>**

Great Family Camp Out 6:30PM-8:00PM  
(Spring Enrichment Fair)



## Spring Enrichment 2020

### Registration Open:

Friday, January 24<sup>th</sup> at 6AM

### Registration Closes:

Friday, February 14<sup>th</sup> at 11PM

### Spring Session Dates

2/24/20-5/22/20

### Contact Info

If You Have Questions Regarding  
Enrichment Please Contact, Leo Diaz

[leod@jcceastbay.org](mailto:leod@jcceastbay.org)  
510.482.7278

**May 21<sup>st</sup>**

Great Family Camp Out 6:30PM- 8:00PM  
(Spring Enrichment Fair)



## MONDAYS

### Sarah's Science-Foology

In these exciting classes we will build a variety of toys and use them to demonstrate major scientific concepts such as energy, electricity, light, gravity, motion, friction, magnetism and simple machines. Each student will construct and take home a science toy in every class. Project highlights this fall include: Electric Ring Toss Game, Twirling Tube Car, and lots more!  
**Grade Level:** K—3 **Time:** 3:15PM—4:15 PM

## French

Students experience French language in an innovative, playful and dynamic class. With fun themes each week, games and cultural teachings are provided at all times.

**Grade Level:** 2—5 **Time:** 3:15PM—4:15PM

## Violin- Superpower of the Song

Small group violin class. Students will get some 1:1 time with the instructor as well as group instruction. Instrument rental required. Students can rent from Fishin Violins.

<https://www.fishinviolins.com/Services/Rentals>, \$16 per month for a student violin. They will help with sizing.  
**Grade Level:** K—5 **Time:** 3:15PM—3:55PM

## Tennis- Euro School of Tennis

The After- School Tennis program teaches your child the skills and rules to build a strong, athletic foundation for the game popular around the world. No equipment is needed, we provide. Our coaches are passionate about tennis and want the next generation to love it as well.

**Grade Level:** K—3 **Time:** 3:15PM—4:15PM

## TUESDAYS

### Ukulele (K-1)

With an open chord tuning and four strings, Ukulele is accessible and fun for all students new to music. Students learn chords, rhythms, songs and melodies. Ukulele available for rent (\$15) for the duration of the session and to bring back home for practice.

**Grade level:** K—1 **Time:** 3:15PM—4:15PM

## STEM w/ Legos

Level up your engineering skills with Play-Well TEKologies and tens of thousands of LEGOS® parts! Apply real-world concepts in physics, engineering, and architecture through engineer-designed projects such as Motorcycles, Aircraft Carriers, Conveyor Belts, and Rail Racers! Design and build as never before and explore your craziest ideas in a supportive environment.

**Grade level:** 1—5 **Time:** 3:15PM—4:45PM

## Rock Band

Modern Band with Mr. D. Learn basic to intermediate techniques on ukulele, guitar, bass, keyboards, drums, and more as you jam with your friends. No experience or instruments necessary. Students will have the opportunity to perform for family and friends.

**Grade Level:** 3—5 **Time:** 3:15PM—4:30PM

## Rolling with Phil— It's Back!

During the class, we will work on the basics needed to safely enjoy inline skating and roller skating. My overarching goal with this class is to spread the love and joy I gain from skating to a new generation. The class also hones mindfulness skills required to stay in full control when on your skates.

**\*\* This class meets Tuesday and Thursday! \*\***

**Grade Level:** K—5 **Time:** 3:15 & 4:15

## WEDNESDAYS

### Hanabi! Judo

Hajime! (Begin!) establishes a strong base of judo technique, culture, and character. Hajime students learn to fall safely. We sing in Japanese about inspiration and how to each other respectfully. Respect and discipline are as much a part of Hanabi as smiling.

**Grade Level:** K—3 **Time:** 1:45—2:45 PM

## Computer Lab with Helene Moore

An excellent opportunity to work in the computer lab with freedom to explore approved Internet activities, practice tech skills and work on class projects. Students enjoy working in this non-structured, informal setting and benefit greatly from sharing ideas with their peers.

**Grade Level:** 1—5 **Time:** 1:45PM & 2:45PM

## Arts Journey

Arts Journey is an inspiring class that offers a variety of art experiences by exploring art techniques and processes in 2 & 3-D art: drawing, painting, printmaking, cartooning, and sculpture in clay/paper/wire/found materials. Instruction provides enough guidance for success but allows enough freedom for personal creative expression.

**Grade Level:** 1—5 **Time:** 3:15PM—4:15PM

## THURSDAYS

### The Berkeley Chess School

Chess is fun and can be learned quickly and easily. Studies have found that chess helps improve test results in reading, science, math and procedures growth in critical cognitive skills. Beyond academia, chess influences social behavior including self- esteem, respect for others, patience and good sportsmanship. Did we also mention it's FUN!

**Grade Level:** 1—5 **Time:** 3:15—4:15 PM

## Ukulele (2-5)

With an open chord tuning and four strings, Ukulele is accessible and fun for all students new to music. Students learn chords, rhythms, songs and melodies. Ukulele available for rent (\$15) for the duration of the session and to bring back home for practice.

**Grade level:** 2—5 **Time:** 3:15PM—4:15PM

## Improv with Gert

In this class, students will be introduced to basic concepts of comedy improv such as "yes and" (enthusiastically accepting what is offered), "group mind" (listening to each other and working as a team" and "space object work." [miming]). Using warm-u exercises and "structures", students will be encouraged to trust their instincts, think on their feet and actively support each other. They will also laugh a lot!

**Grade Level:** 2—5 **Time:** 3:15PM—4:15PMPM

## Small Group Piano Class— Superpower of the Song

Superpower of the Song provides high quality music instruction while cultivating creativity and inspiration that will last a lifetime. Have fun while exploring musical concepts such as pitch and rhythm, developing musical sensitivity, knowledge of keyboard geography, patterns on the keys, singing, playing songs, performance protocols, musical games and more!

**Grade Level:** K—5 **Time:** 3:15—4:00 PM

## FRIDAYS

### Cooking Around the World

We will be looking at countries that have historically had conflicts and discuss how "breaking bread" and sharing a meal can be a path to recognizing differences and making peace. We will be cooking and eating foods from countries that have or had conflicts: North & South Korea; Spain & Mexico; England, Scotland & Ireland; Kurdistan & Turkey; Peru and more.

**Grade Level:** K—5 **Time:** 3:15PM & 4:15PM

## Garage Band— It's Back!

Garage Band is a fun after school opportunity for your kids (grades 3-5) to hang out and learn how to record their own music using Apple's free music software, Garage Band. In the computer lab at Joaquin Miller, your kids will have the opportunity to learn basic music arrangement, instruments, and songwriting from Logan Groth, a graduate of San Francisco State's Music Business and Recording Program. Get ready to be inspired to make your own music and have some fun after your school day!

**Grade Level:** 3—5 **Time:** 3:15PM—4:15PM

## Sketching

Students explore different drawing aspects and techniques such as portraiture, perspective, still life, realism/abstract, line and patterning.

**Grade Level:** 2—5 **Time:** 3:15PM—4:15PM

## Cislo's Farm & Garden Clays— It's Back!

This class will enrich the children's lives by developing self-esteem, an appreciation for animals and nature. Kids will be learning about the animals that will visit them. Kids will also learn how to plant veggies from seed. They will work with their hands in the school's garden. The class will be a mix of gardening and visits from a variety of farm animals.

**Grade Level:** K—5 **Time:** 3:15PM—4:15PM

**Please note, all classes include an additional \$30 admin fee.**

**Kids Club Joaquin Miller**

**Work Plan upcoming school year**



## Successes & Highlights

### Kids Club Joaquin Miller

- Successfully navigated a major staff transition
- Were receptive and helpful in the onboarding of the new COO (another transition)
- Formed strong relationships with families and school administration
- High teacher retention
- Secured 205 enrollment agreements before summer started

### Goals

| Goals  | Suggested Tactics   | Plan | Time Frame  |
|--|---|------|-------------|
| Maintain a fully enrolled program  | <ul style="list-style-type: none"> <li>• Continue to build strong relationships with new and continuing families;</li> <li>• Work with school administration and make them aware when spaces is the program are available;</li> <li>• Work with the COO on any promotional or marketing needs;</li> <li>• Continue to focus on the program content and child experience.</li> </ul> |      | Q1, ongoing |
| Create a sense of excitement around School's Out days, which leads to increased enrollment | <ul style="list-style-type: none"> <li>• Collaborate and brainstorm on programming with the other afterschool directors;</li> <li>• What makes this special? Focus on the content and structure of the day;</li> <li>• Market early and talk about with the children and families ahead of time</li> </ul>  |      | Q1, Ongoing |
| Improve the enrichment fair experience   | <ul style="list-style-type: none"> <li>• Think through the logistics and flow of the evening;</li> <li>• Engage parents while children are preparing;</li> <li>• Provide food and drinks</li> </ul>   |      | Q2, Ongoing |
| Provide JM Miller staff with ongoing training  | <ul style="list-style-type: none"> <li>• Work with the COO and other site directors to establish ongoing teacher trainings</li> </ul>   |      | Q1, Ongoing |
| Develop a communication plan and approach.   | <ul style="list-style-type: none"> <li>• Clarify types of communication (urgent vs. informative vs. promotional);</li> <li>• Determine what kind of communication comes from the director, or other staff;</li> <li>• Shape a positive, professional tone that builds trust and excitement for recipients.</li> </ul>   |      | Q1, Ongoing |

# Budget Impact Numbers – Kids Club Joaquin Miller

## Notes

- All numbers are based on the forecast This chart is based on numbers items with impact of 1K or more.
- Overall there is a \$2,767 net increase in Kids Club Joaquin Miller.

## Income

| Item            | Fluctuation ↑ or ↓ | Amount   | Explanation              |
|-----------------|--------------------|----------|--------------------------|
| Tuition         | ↑                  | \$20,137 | Increase in tuition fees |
| Processing Fees | ↓                  | \$6,358  |                          |

## Expenses

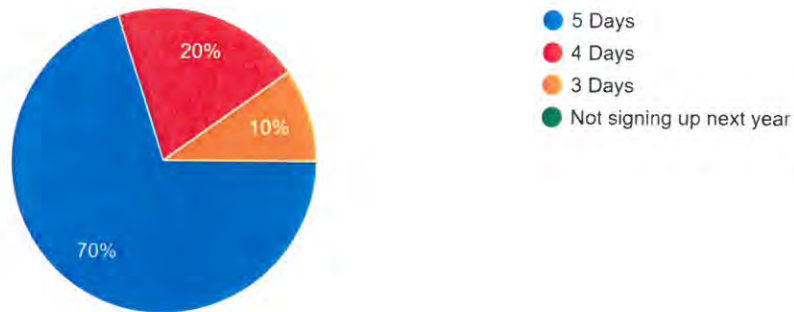
| Item             | Fluctuation ↑ or ↓ | Amount   | Explanation  |
|------------------|--------------------|----------|--|
| Salaries & Wages | ↑                  | \$44,611 | Annual increases<br>Last year we spent over 26K for substitutes from a service that is reflected here. |
| Taxes & Benefits | ↑                  | \$4,694  | Commensurate with increases in the above salaries.   |
| Training         | ↓                  | \$2,510  | Take a fresh look at what training and professional development looks like.                            |
| Vendor Expenses  | ↓                  | \$12,538 | Fewer vendors  |

Short evaluation from this year

Site visit from Joaquin Miller from Community Care Licensing 2/28/2018

How many days are you most likely to sign up for?

60 responses



What would you like to see from Kids' Club next year? 60 responses

More enrichment activities.

Enrichment classes

More enrichment classes, if possible

More enrichment programs

Thus is our 1st yr and we love how happy our Mila is. No changes needed for us

A 4 or 4:30pm pickup option.

This is our first year at kids club so everything so far we appreciate

More classes (vendors + teachers)

organized session/classes for sign up

More of the same.

Bigger variety of classes offered for all grade levels.

Gymnastics and I really enjoyed the family social :)

More availability for enrichment programs

Some time dedicated for homework. Some more non-vendor enrichment.

Looking forward to a return of some of the older extracurricular programs!

I would love the 3 day option back! And we also like the vendor and kids club classes.

Summer camp in Oakland

Loved the addition of the classes!

More enrichment classes

More enrichment courses!

Please continue the Enrichment classes, internal and external. We really enjoy them!. Maybe try to add a homework session enrichment class by grade, so kids can work on homework? Might work better for the older grades but just an idea.

The enrichment classes are great!

No morning care assumes work schedule flexibility remains. Suggest you connect again as time progresses.

More physical activities. Parkour? Also, science or engineering enrichment? Get crafty? Ask parents to pay for supplies.

love the new parts that rolled out this year with comics, drawing, and special activities lead by different staff

More opportunities for Kids' Club parents to meet and mingle.

More fun, organized activities. We miss hikes but understand leaving campus isn't possible.

Creative building or whatever the box building playground activity was called :-)

Have an option for less than three days per week. More free activities like cooking, art, dance parties.

2019-style enrichment classes

More instructor led enrichment activities.

Would love to be able to participate in the enrichment activities (we signed up too late!)

Hi, not sure about morning care...maybe. Depends on if my husband has to go back in the office...right now he still works from home.

More enrichment classes

Would love enrichment classes all year, and in my ideal world i could do AM a few days a week, and 5 or 6pm on different days, rather than having to choose the schedule for the whole week.

More supports for homework completion-quiet space and adult to help for 30-45 minutes each day

Spanish class???!?

More structured activities for kids and no movies.

same as this year and more enrichment classes offered

More supplemental classes such as singing, musical theater, arts

Continued enrichment please!

More activities!

more of the same. One fix I'd like to see is a better system for offering enrichment—sending it out during break and having it be first come-first served for all options wasn't great: maybe an enrollment type thing or ranked choice... idk, but at least not during a break where families might be away from email.

Loving these new enrichment classes. I think the free play is so awesome for the kids, and I'm hearing a lot of good things about some of the structured activities that have taken shape across the year.

IvaB has loved clay class and dance class :)

More enrichment options

More enrichment with no extra cost

How was your experience this school year? (2021- 22)57 responses

Great!

Good.

Great

Good - we appreciate kids club!!

Great! Thanks for getting the program back up and running :)

Great, warm, professional, welcoming, loving, fun!!!

Shamsher loves kids club!

Fantastic!

School is still in session.. ask in May 2022

Love kids club, considering the situation everything has been great

Communication with staff has been convenient and easy; Appreciate the protocol and standards to keep everyone safe.

Great, Iva talks more about kids club than class.

Great -- we know you all are dealing with a complicated situation!

Great! Kids club has been a very welcoming place and I'm very grateful for your care and support for Thayer.

Very good.

Great

You guys are the best. Thanks for everything!

Over all it was a good year! Thank you guys for working so hard under insane pandemic conditions.

Good!

Great! Camden loveee kids club!

Despite the pandemic circumstances, kids club has been very reliable and a lifesaver. The staff is amazing, kid is happy, no complaints.

I know this has been a rough year, especially the start of 2022, but you all have been powering through it and doing a great job being there for our kids. I feel like they're safe and enjoy being at KC!

This year seems to have gone well so far.

Wonderful!

Wonderful.

All things considered: GREAT! We are living in very challenging times and you all have provided as much stability as possible.

great

I'm very grateful for kids club. My child seems to be having a blast and the teachers are really nice.

Great! We love Kids Club!

We love KC!!! And all the staff are wonderful, especially Leo, Dane, & Morgan!

Having to pay when out on Covid quarantine over five weeks on 3 separate occasions was financially very difficult. Having minimum 4 days per week is also difficult!

Great!

We value the reliability of safe care after school during working hours. We appreciate the extra caution given to children and staff due to Covid. We like the opportunities for social interaction and play. We would have liked to see more enrichment activities but also understand the limitations and challenges the pandemic has posed. Overall, we're pleased with the program.

It was great! I really feel that the staff knows and cares for my child, which is priceless!!



It's been positive.

Good experience

I so appreciate everything you do. I know how hard your jobs are. My kids have a lot of great things to say about staff, and I'm impressed that every staff member I interact with seems to really know who my kids are, recognizes me, etc. It's very impressive!

good overall!

Everything has been great! Kids club is always the highlight of Rowan's day!

It was good for the most part but Covid- which was anyone's fault.

So far so good!

Really wonderful. Parker couldn't be happier. We are so thankful for your leadership, dedication and kindness. We love the KC!

good

great. my kids LOVE kids club

Great!! We love KC!!

It has been such a positive experience. I know you've been under a lot of pressure and constraints with Covid and I think you've done an amazing job. Ridge really enjoys his time with you which, as a parent, is top priority. Thank you, thank you, thank you for keepings going in these unprecedented times!

So far so good! I appreciate how you all have navigated this challenging year.

Great mitigating COVID risk and we've appreciated the updates.

Great! They don't like to leave

Grateful for kids club

Any additional comments?<sup>26 responses</sup>

Thanks for everything!

You guys rock, thank you!!!

Really enjoyed have Kids Club back at JM... the staff has been really diligent in keeping the kids well taken care of and safe. Thanks for all that you do!

Thanks for all your work through the Corona surges and short staffing. We appreciate you.

Kids Club has done a really amazing job dealing with the Covid situation. My child loves the teachers and just hanging out with their friends after school, and will often tell me they'd rather go to Kids Club than come home! I really appreciate the clear communication too -- the emails from Leo, the newsletter and other updates. Thanks for working so hard for JM families this year!

Thayer's sister will be joining!

I think the staff has done a great job dealing with the changing times and challenges of the past year. THANK YOU for the work you do.

Morning Care is a maybe, even though I checked yes. Did not have that option.

Thanks to the Kids Club teachers!! You all are such an important part of my kid's daily experience! Thanks for being caring and fun!

Thank you for all you have done to stay open and safe!

Thanks to all of you for what you do for our kiddos!

Thank you for providing a great club!

Thank you for all that you do.

we appreciate all you do!

Will there be summer camp?

Thank you! It's been a hard year and you are all doing great

Super appreciate Kids Club teachers and staff for keeping this awesome program going despite COVID risks to yourselves!

Thank you for all that you all are doing!! We see all the hard work and appreciate it!!

Thank you!

Leo, you're a great Director - I appreciate all of your communication. Thanks to Dane and the whole crew for everything you all do!

no

■that there are enough people for morning care. :)

Thanks for all your hard work this year.

Do you provide sibling discounts?

staff are always friendly and helpful, Leo is always responsive and flexible. Really appreciate all you do—you guys are the jam!!

4 or 5 days, TBD Interested in mornings but unsure This is for both Rose and Keaton. Hoping for a more normal year next year! Likely more tutoring and done enrichment. We are so grateful for what you do!