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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 11, 2025

**Subject** Expanded Learning Programs After School Program Master Contract 2025-2028 with YMCA of the East Bay

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

**Services** *Vendor will serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services, as described in the Master Contract, for Piedmont Avenue Elementary School.*

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

**Not-To-Exceed Amount** \$1,507,836.39

**Competitively Bid** Yes

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

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

**Funding Source(s)** *Resource 6010 – After School Education and Safety (ASES) Program in the amount of \$457,836.39, Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$1,050,000.00*

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

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

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

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

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

**Attachment(s)**

- Expanded Learning Programs After School Program Master Contract 2025-2028 with YMCA of the East Bay
- Request for Proposal #24-148ExLO and Vendor Bid Materials

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

YMCA of the East Bay

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

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

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

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

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

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

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

Jan-May: Transition

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

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

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

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

CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three-year grant totals for each school site identified in Exhibit A. The three-year not-to-exceed amount for this Master Contract is \$ 1,507,836.39 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

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

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

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

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

**6.3.OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASES, ELO-P, and 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 5% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASES, 21<sup>st</sup> CCLC, ASSETS, and 10% ELO-P grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASES, ELO-P, and 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 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. Site Coordinator.** (Per EC Section 8483.9(c)), the cost of a program Site Coordinator may be included as direct service provided that at least 85 percent of the Site Coordinator's time is spent at the program site.

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

**6.8. Program Fees.** The intent of the ASES, 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 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 the OUSD After-School Program Office for CDE reporting. (EC 8482.6)

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

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

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

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

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

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

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

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

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

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

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

## **7.7.Program Requirements**

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

- 7.7.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2025–2026 through the 2027-2028 school years (EC Section 8483[a][1]). AGENCY will close the ASES, 21<sup>st</sup> CCLC, ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2025-2026 through the 2027-2028 school years for staff professional development, as permitted by Education Code. Programs that receive 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. AGENCY can not utilize ASES/21<sup>st</sup>CCLC/ASSETS/ELO-P professional development days during the first week of school.
- 7.7.3. **Program Staffing.** AGENCY agrees to ensure each school site is fully staffed (lead agency staff and/or subcontractors) and able to provide comprehensive programming to 86% of the grants ADA requirement commencing on the first day of school and continuing through the last day. AGENCY will ensure staff are clearly identifiable. Site coordinator salary is considered direct service and the Site coordinator must be on campus at least 85% of the time (8483.9[c]). AGENCY will provide staff with training and development (EC Section 8483.3[c][4]) to ensure high quality programming. Selection of the Site Coordinator is subject to the approval of the school site principal (EC Section 8483.4)
- 7.7.4. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES, 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. (EC 8482.3[c][1][A], 8482.3[f][6], 8483.3[c][1])
  - **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning, and other youth development activities based upon student needs and interests. (EC 8482.3[c][1][B], 8482.3[f][6], 8483.3[c][2]) All programs must offer both enrichment and recreation/physical fitness activities as core components of the after-school program, and summer program if summer program is provided. (EC 8483.3[c][7])
  - **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services. (EC Section 8482.3[c][1][A])
  - **Equitable Access Programming.** AGENCY shall include a component for students at all schools site receiving Equitable Access funding to support full access to program components.
  - **Supplemental and Summer Services.** In all programs receiving 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.

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

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

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

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

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

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

7.7.4.1.5. Provide annual training to AGENCY.

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

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

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

7.7.4.2.3. Ensure meal count is accurate;

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

7.7.4.2.5. Return leftovers to the cafeteria;

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

7.7.4.2.7. Ensure that meals are not removed from campus

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

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

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

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

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

7.7.4.4.1. Super Snack: \$3.66

7.7.4.4.2. Supper: \$3.66

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.15.1.1. Epi-Pen Medication Overview:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

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

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

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

8.3.10. Vendor is licensed to provide all proposed activities.

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

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

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

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

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



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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

#### **8.5.3. Swimming Activities**

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

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

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

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

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

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

standards as referenced in applicable Federal and State sub-recipient guidelines for the federal 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 through the Expanded Learning Office's Salesforce Database. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit C)**

10.5. **Submission of Invoices for ASES, 21<sup>st</sup> Century, and ELO-P Grants.** For services rendered related to the ASES, 21st CCLC, ASSETS, ELO-P grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASES, 21ST CCLC, ASSETS, and ELO-P grants, with a cumulative total for 2025-2028 not to exceed the amount identified in Section 6, and in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 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.

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 2025 - through the - 2028 fiscal years to reflect additional changes resulting from such legislation.

## 13. Conduct of Consultant

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

qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48-semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on-site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching, and preparation time to enable staff and agent performance to meet the goals of the ASES/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 G is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of a change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 13.4. **Drug-Free / Smoke-Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees, and or subcontractors.
- 13.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 13.6. **Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance, and

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

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

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

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

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

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

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

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

**OUSD**

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

**AGENCY**

Name: Audi Huang  
Title: Executive Director  
Address: 2320 Broadway  
City, ST Zip: Oakland, CA 94612  
Phone: 510-542-2121  
Email: ahuang@ymcaeastbay.org

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

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

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

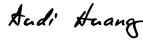
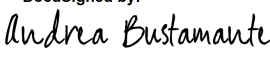
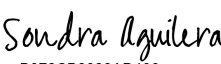
OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY
<input type="checkbox"/> President, Board of Education _____ Date _____	<div>DocuSigned by:  A1527CC2CDFB4D8...</div> <div>_____ 5/14/2025 Agency Signature _____ Date _____</div>
<input type="checkbox"/> State Administrator _____	<u>Audi Huang, Executive Director</u> Print Name, Title
<input type="checkbox"/> Superintendent _____	<b>Attachments:</b> <ul style="list-style-type: none"><li>● <b>Exhibit A.</b> School Site List and Annual Grant Amounts</li><li>● <b>Exhibit B.</b> Scope of Work Template and Budget Tool Template</li><li>● <b>Exhibit C.</b> Procedure for Invoicing &amp; Attendance</li><li>● <b>Exhibit D.</b> Certificates of Insurance</li><li>● <b>Exhibit E.</b> Statement of Qualifications</li><li>● <b>Exhibit F.</b> Agency Letter</li><li>● <b>Exhibit G.</b> Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY</li></ul>
Secretary, Board of Education _____ Date _____	
<div>DocuSigned by:  806EC2B9F1FE4AB...</div> <div>_____ 5/14/2025 Executive Director _____ Date _____</div>	
Community Schools and Student Services Dept.	
<div>Signed by:  B072CB8033AD406...</div> <div>_____ 5/14/2025 Chief Academic Officer _____ Date _____</div>	
Continuous School Improvement	
MOU template approved by OUSD Office of the General Counsel May 2025	Legislative File ID: <u>25-1303</u>



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

After-School Sites:

School Site Name:	Projected After-School Enrollment Numbers:	Projected Total Annual Grant:
Piedmont Avenue Elementary	83	\$502,612.13
	Total:	\$502,612.13

Exhibit B

Blank Template of PPT and Budget Tool

**INSERT HERE**



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

**2025-2026 ELEMENTARY/MIDDLE & HIGH**

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

## SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION

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

## SECTION 2: PROGRAM OPERATIONS

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

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

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

SECTION 3: ENROLLMENT

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

SECTION 4: INCLUSION

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

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

## SECTION 5: PROGRAM COMPONENTS

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

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

#### 1) EDUCATIONAL COMPONENT

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

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

Respond Below:

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

Respond Below:

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

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

Respond Below:

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

Respond Below:

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

Respond Below:

## SECTION 6: CONTINUOUS QUALITY IMPROVEMENT

SECTION 6: CONTINUOUS QUALITY IMPROVEMENT (Alignment with CDE)	
This cycle of improvement revolves around twelve critical standards—the <a href="#">Quality Standards for Expanded Learning in California</a> —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	
<b>Resources:</b>	
<a href="#">Definitions: CDE Quality Standards</a>	
<a href="#">Unpacked: CDE Quality Standards &amp; CQI Spectrum</a>	
<a href="#">Unpacked: CDE Quality Standards &amp; CQI Spectrum</a>	
<b>0</b>	<b><u>California Department of Education Quality Standards have been entered into the <a href="#">Google Form.</a></u></b>
Identify a Point of Service Standard you want to work on next year based on your data from Public Profit and set a goal for your program.	



<b>Evaluation Data Point:</b>
<b>Point of Service Quality Standard:</b>
<b>Goal:</b>

## SECTION 7: FACILITIES

SECTION 8: Facilities			
(a)	Plan with the school site administrator which rooms and outside spaces the expanded learning program will use Monday - Friday from the start of the program to 6 pm. Make sure to include bathrooms and snack areas.		
(b)	Lead Agency Director, will go into the <a href="#">Facilitron website to complete facilities usage requests</a> no later than May 16, 2025. Visit the Facilitron website at: <a href="http://www.facilitron.com/dashboard/login">www.facilitron.com/dashboard/login</a>		
	*NOTE: If using the school kitchen during the program, there needs to be an <b>additional approved Facilitron request</b> . 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.		
<b>0</b>	Lead Agency has reserved all facilities in Facilitron.	Date Entered into Facilitron	
Indoors (specify # of rooms) <i>i.e. 10 classrooms / 160 students</i>		Common spaces (specify space names) <i>i.e. Cafeteria, library, gym, large play yard, etc</i>	
# of classrooms	# of Students	Hours to be used	Which common spaces will your program use?

## SECTION 8: CAMPUS SAFETY AND ACCESS

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

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

## 2025-2026 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

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



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

**Required Signatures for Budget Approval:**

Principal:  
Lead

Date:  
Date:

Exhibit C (1)



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

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

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

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

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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 via email to the OUSD After School Programs Office in order to be processed and paid.
- ◆ **Union Contract rate for teachers on extended contracts is \$47.50/hr.**
- ◆ Once the Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.
- ◆ Timesheets should be submitted to the After School Programs Office no later than the last working day of any month for payment at the end of the following month.

If there are any questions regarding these documents or procedures, please contact the Expanded Learning Office at [expandedlearning@ousd.org](mailto:expandedlearning@ousd.org).



**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 the employee's hourly rate

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



Exhibit D

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2024

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105	<b>CONTACT</b> <b>NAME:</b> Angie Bray <b>PHONE</b> (A/C, No, Ext): 707-687-2617 <b>E-MAIL</b> <b>ADDRESS:</b> Angie_Bray@ajg.com	<b>FAX</b> (A/C, No): 707-687-2608
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> NOVA Casualty Company		42552
<b>INSURER B:</b> Berkshire Hathaway Homestate Insurance Company		20044
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 530599690**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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse	Y		CFYML1000001607	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Incident/Aggregate \$ 1M/\$2M
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CFYAU1000001307	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp.Deduct-\$100 \$ 1,000 Coll
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CFYUM1000001307	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	YMWC502812	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Abuse/Molestation			CFYML1000001607 CFYML1000001607	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Occurance/Aggreagate \$1M/\$3M Incident/Aggregate \$1M/\$2M

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

Medical Expenses (Payments) under the General Liability Policy includes coverage for students. Insurance is Primary and Non-Contributory.

Oakland Unified School District is included as additional insured with respect to General Liability per attached endorsement where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**Oakland Unified School District  
Attn: Risk Management  
1011 Union Street, Site 987  
Oakland CA 94607

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

AUTHORIZED REPRESENTATIVE

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

OAKLAND UNIFIED SCHOOL DISTRICT  
ATTN: RISK MANAGEMENT  
1011 UNION STREET, SITE 987  
OAKLAND, CA 94607

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

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

**SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:  
SPECIAL EVENTS**

1. This endorsement includes coverage for the following:
  - a. All indoor events with less than 2,500 attendees that are less than 24 hours in duration; and
  - b. All outdoor events with less than 2,500 attendees that are less than 24 hours in duration.
2. This provision does not apply to the following events:
  - a. Any event that exceeds either the number of attendees or duration of time as set forth in Paragraph 1. above;
  - b. Any carnival, circus, fair or parade; or
  - c. Any athletic, sports or motor vehicle event including but not limited to contests, demonstrations, exhibitions, races, rallies, tournaments, or competitive activities.

**B. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:**

**1. EXPECTED OR INTENDED INJURY EXTENSION**

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "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.

**2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to Aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

**3. NON OWNED WATERCRAFT EXTENSION**

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

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

- (a) Less than 60 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 for aircraft, auto or watercraft whether primary, excess, or contingent.

**4. PROPERTY SOLD OR ABANDONED BY YOU**

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

**5. DAMAGE TO PREMISES RENTED TO YOU**

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

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

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

6. 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 temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You limit will be the higher of:

(1) \$1,000,000; or

(2) The amount shown on the Declarations for Damage To Premises Rented To You.

**6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**

- a. The following is added to subparagraph (4) of **j. Damage To Property**:

However, this exclusion does not apply to “property damage” to your “invitee’s” personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

(a) On premises you own or rent or on ways next to premises you own or rent; and

(b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

(a) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;

(b) Contraband, or property in the course of illegal transportation or trade; or

(c) Blueprints, documents, drawings, manuscripts, records or valuable papers.

- b. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all “invitees” because of “property damage” to personal property of such “invitees” in your care, custody or control is \$15,000.

7. Paragraph 2. **Exclusions** is amended to add the following exclusion:

**Willful Violation Of A Penal Code Or Statute**

“Bodily injury”, “incidental medical malpractice liability” or “property damage” arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

**C. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,**

Paragraph 2. **Exclusions** is amended as follows:

1. Subparagraph **a. Knowing Violation Of Rights Of Another** is amended to add the following:

This exclusion does not apply to “personal and advertising injury” caused by malicious prosecution.

2. Subparagraph **e. Contractual Liability** is deleted and replaced by the following:

**e.** Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

**D. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** Paragraph 1. is amended as follows:

1. The limit in subparagraph **b.** is increased to \$2,500.
2. The limit in subparagraph **d.** is increased to \$500 a day.

**E. ADDITIONAL INSURED**

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of “bodily injury,” “property damage,” or “personal and advertising injury”.

- a. This endorsement applies only if the written contract or written agreement is:

(1) Currently in effect or becomes effective during the term of this Policy; and

(2) Executed prior to the “bodily injury,” “property damage”, or “personal and advertising injury”.

- b. The insurance afforded to such additional insured only:
    - (1) Applies to the extent permitted by law; and
    - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- 2. The insurance provided to the additional insured by this endorsement applies as follows:
  - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (1) In connection with your premises owned by or rented to you; or
    - (2) In the performance of your ongoing operations.
  - b. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
    - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - (2) Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
  - c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
  - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
    - (1) 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 decoration and similar exposures;
    - (2) The construction, erection, or removal of elevators; or
    - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
  - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.
  - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.  
This insurance does not apply to:
    - (1) Any "occurrence" that 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 the manager or lessor of insured premises.
  - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
  - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.  
This insurance does not apply to:
    - (1) Any "occurrence" that takes place after you cease to lease that land; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
  - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.  
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy those premises.
  - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or
 As respects Paragraph j.(2) above, this insurance does not apply to:
  - (1) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
  - (2) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured 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, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (1) This insurance afforded to 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 under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
    - (e) Any failure by the vendor to make 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 "your products";
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
    - (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 subparagraphs (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 "your 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 such products.
  - l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf;
  - m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such;
  - 3. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
    - a. Required by the contract or agreement; or
    - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
  - 4. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
  - 5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above Subsection E. **ADDITIONAL INSUREDS** does not apply to such person(s) or organization(s).

6. Paragraph 4. **Other Insurance SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

As respects the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

**F. SECTION II - WHO IS AN INSURED** is amended as follows:

**1. BROADENED NAMED INSURED**

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

**2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS**

Subparagraphs (a), (b), and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

**3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS**

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician, or paramedic employed by you, but only:

(1) While performing the services described in the definition of "incidental medical malpractice injury"; and

(2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
- (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
- (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

**4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE**

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:  
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance** is amended to add the following:



This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

**G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

**1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of Paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the “occurrence”, offense, claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.

Knowledge of an “occurrence,” offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

**2. FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior “occurrences” existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

**3. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury”, provided that the “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**H. SECTION V – DEFINITIONS** is amended as follows:

**1. BODILY INJURY**

The definition of “bodily injury” in Paragraph **3.** is deleted and replaced by the following:

“Bodily injury” means bodily injury, “incidental medical malpractice injury”, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2. PERSONAL AND ADVERTISING INJURY**

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition of “personal and advertising injury” in Paragraph **14.b.** is amended to:

- b. Malicious prosecution or abuse of process;

The following is added:

“Personal and advertising injury” also means “discrimination” or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
  - i. Any insured; or
  - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling;
- (d) Not arising out of any “advertisement” by the insured.

**3. INSURED CONTRACT**

- a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:
  - a. A contract for a lease of premises.
- b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. PRODUCTS-COMPLETED OPERATIONS HAZARD**

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following: Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

**The following definitions are added:**

- 5. "Discrimination" means:
  - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
  - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

Exhibit E

Statement of Qualifications

**INSERT HERE**



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## **YMCA of the East Bay**

The mission of the YMCA of the East Bay is to empower youth, advance health, and strengthen communities. While striving to meet the health and wellness needs of the diverse population of the East Bay communities, the YMCA of the East Bay prioritizes serving the underserved communities, with a special focus on underserved youth.

For over a century, the YMCA of the East Bay has remained a stable influence; a safe, healthy, and enriching community space for youth and families in the East Bay communities. Our organization is composed of a teen center, 5 health & wellness centers, 44 school-based program sites, 17 early childhood program sites, and 2 overnight camps. Our core programs focus on three areas: early childhood impact, youth development, and healthy living for all. From cradle to career, the Y provides all youth with the tools and resources they need to succeed in life.

**Early Childhood Impact:** With the belief that every child deserves a head start in life, we facilitate high-quality early childhood impact programs that focus on long-term academic success and wellness of each child we serve. Overwhelming evidence shows that early childhood education for disadvantaged children has the highest return public investment in the world today. According to research, 60-70% of the achievement gap between rich and poor kids is already evident by kindergarten. Our Early Childhood Impact Program offers 17 sites serving infants and children from ages 0 to 5 across the Bay Area. Our strategy is to ensure all children are ready for kindergarten by age 5 so they are in a warm, caring environment of academic and noncognitive stimulation and grow up with the curiosity and confidence to succeed in school and life.

**Youth Development:** When school doors close, ours open. In over 40 afterschool sites, 6 community day camps, and 1 residential camp, we support youth, especially those from underserved communities, in developing academic, physical, and social skills. We prepare and support the youth in our community to become their best selves and grow up to be the leaders of our communities. The programming includes school-based STEM and wellness enrichment programs, camps, childcare, college-readiness program for low-income first-generation high school students, and youth leadership and workforce development programs.

**Healthy Living for All** The YMCA of the East Bay is committed to improving the health of our communities by offering people of all ages ways to manage, maintain, and regain their health. We offer health & wellness centers that include caring, professional staff, state of the art equipment, swimming pools, and a wide range of



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FOR SOCIAL RESPONSIBILITY

group exercise classes and youth sports programs. Our unique variety of programs for the community addresses healthy living and disease prevention, including diabetes prevention programs, healthy values-based competitive sports programs for all ages, and essential swim and water safety lessons for the community. Our strategy is to meet the health and fitness needs of the large and diverse population in our communities. We offer financial assistance for low- to moderate-income individuals and families to access our resources and facilities to maintain and regain their health.

### *Financial Responsibility, Management, & Infrastructure*

Our financial integrity and sound fiscal management are made possible by our finance department. The finance department's central infrastructure consists of 1 Chief Financial Officer, 1 Accounting Supervisor, 1 Accounting Support, 1 Accounts Payable Supervisor, 2 Senior Accountants, and 1 Controller.

Under supervision of our Chief Financial Officer Cheri Mezzapelle, the Accounting Supervisor, Controller, and Accounts Payable Supervisor ensure that our organization is compliant with grant and other financial contracts and that grant funds, including the funds from OUSD, are allocated to the appropriate program. This team works inter-departmentally with program staff and other departments for accuracy in our finances and program budgets. They ensure payroll is processed and employees are paid by the deadline each period.

In order to ensure sound fiscal management, the finance department holds staff training and supervision, segregation of duties, defined and clear controls over vendors, cash, capital assets, business-related expenses, corporate credit cards, investments, and monthly reconciliation of all bank accounts and balance sheet accounts. Our data systems track and report transactions and are secured to avoid risks of loss or breach of privacy.

We accurately portray and report our financial status to the board, staff, donors, financial institutions, YMCA of the USA (Y-USA), and the public at all times. Staff provide accurate documentation and timely reports on fiscal activities, including reports to the board. Board members and committees review and approve all formal reports prior to submission/disclosure, including the IRS Form 990, annual reports, and audit. We conduct financial audits each fiscal year by hiring a third-party independent contractor, in order to obtain an "unqualified opinion" on the accuracy of our financial statements.

Exhibit F

Agency Letter

**INSERT HERE**



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Oakland Unified School District  
Attention: Risk Management  
1011 Union St, Site 987  
Oakland, CA 94607

This letter states the following:

A - All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.

B - ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.

C - Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

Sincerely,

Courtney Moore  
Expanded Learning Program Director  
YMCA of the East Bay

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

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

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



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

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

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Secretary, Board of Education

AGENCY

---

EMPLOYEE

---



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal #24-148ExLO**

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

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

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

**Proposals Due:  
July 12, 2024**

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

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## B. Schedule of Events

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

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

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

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

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

**Francisco Flores**, Procurement Analyst  
[francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)

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

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

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

## C. Introduction and Overview

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

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

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

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

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

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

## Term of the List of Qualified Agencies

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

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

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

## Overview of OUSD Expanded Learning Programs

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

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

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

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

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

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

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

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

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

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

## D. Funding

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

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

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



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

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

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

### Other considerations for the allocations of funds

- OUSD elementary and middle school ASES grants can only be used to provide expanded learning programming daily (180 days) immediately after the school day and facilitate programming for at least 15 hours a week until at least 6:00 pm.
- OUSD High School ASSETS base grants can be used to operate programs before school, after school, weekends and during summer/intersession in accordance with grant guidelines.
- Some sites may also receive 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/21st Century grants are attendance-based grants.
- ELO-P funding must be used to provide expanded learning opportunities during out-of-school time; before school, after-school, summer/intersession at no cost to unduplicated students.

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

## E. OUSD Expanded Learning / Program Operation

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

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

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

## F. Base-line Expanded Learning Program Requirements

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

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

An expanded learning program must include the following:

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

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

Additional Program Requirements:

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

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

### **Operational Requirements**

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

## **G. Staffing**

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

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

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

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

## H. Enrollment, Attendance and Evaluation Documentation

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

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

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

## I. Contract and Payments

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

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

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

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

## J. Guidelines for Charging Fees

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

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

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

## K. RFP Process

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

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

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

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

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

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

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

## L. Minimum Proposals

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

Lead Agency: Elementary School (including K-8)

Lead Agency: Middle School

Lead Agency: High School

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

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

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



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

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

## M. Application Submission Contents

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

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

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

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

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

## N. Application Submission Instructions

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

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

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

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

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

### FORMAT

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

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

## O. Evaluation and Selection

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

### OUTLINE THE PROCESS FOR NEW AND CURRENT ORGANIZATIONS

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

### Application Rubric

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

<p><b>Lifelong Learning (15 Points)</b></p> <p>This performance area focuses on the extent to which organization practices help to support youths' academic engagement, cultivation, and transformation.</p>	<ul style="list-style-type: none"> <li>• Youth engage in activities focused on nurturing fundamental habits for lifelong learning</li> <li>• Youth participate in diverse enrichment programming that reflect student interests and that promote joy, skill-building, and hands-on experience</li> <li>• Youth participate in activities that promote mindfulness, practice socio-emotional learning, and developing a growth mindset</li> </ul>
<p><b>Adaptive Programming (15 Points)</b></p> <p>This performance area focuses on organization's adaptive capacity/willingness and that practices reflect values of diversity and inclusion of youth and other stakeholders.</p>	<ul style="list-style-type: none"> <li>• Organizations offer differentiated services to meet individual student and family needs</li> <li>• Organizations provide services that are inclusive, responsive, and culturally relevant</li> <li>• Where applicable, organizations services are trauma-informed</li> <li>• Organizations demonstrate capacity to adapt to physical, environmental, cultural, and social shifts</li> </ul>
<p><b>Strong Systems and Structures (20 Points)</b></p> <p>This performance area focuses on the efficacy of an organization's program structure, compliance management capacity, infrastructure viability, and a thriving culture to support responsible financial management of programs and services that benefit students.</p>	<ul style="list-style-type: none"> <li>• Organization services are supported by a strong, stable, and adaptive organizational infrastructure, financial capacity to deliver and sustain services, and the ability to execute compliance expectations and deliverables</li> <li>• Organizations are purpose- and values-driven and programming is aligned with collaborative vision between the school site and the provider</li> <li>• Organizations engage in continuous quality improvement processes to ensure transparency of expectations and a culture of accountability, responsibility, compliance, and metrics</li> <li>• Organizations provide staff with consistent and applicable professional development support and learning opportunities</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 administrators for a period of up to three (3) years pending funding availability to select a Lead Agency to administer the expanded learning program on his/her school site.

## P. Terms & Conditions for Receipt of Applications

### Errors and Omissions by Applicant

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

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

## Change Notices

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

## Failure to Object to Errors and Omissions in Application

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

## Financial Responsibility

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

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

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

## Reservations of Rights by the District

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

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

applications;

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

## No Waiver

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

## Q. Standard Contract Provisions

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

## APPENDIX I: RFP Application

### 2024 OUSD Request for Proposals Application (Template)

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

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

Cover Sheet Template:

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

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



Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.		Yes
		No
Are you currently an OUSD Approved Lead Agency Partner?		Yes
		No
Have you served as an OUSD Lead Agency partner before in past years?  If so, please identify the years and durations served.		Yes
		No
		# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?		Yes
		No
<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 prompts within all six (6) titled sections below in no more than 8 double-spaced pages in 12pt Font. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III).

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

### **New Organizations/Applicants:**

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

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

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

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

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

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

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

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

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

### Required Supporting Documentation Instructions:

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

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

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

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

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

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

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

1. Statement of Qualifications

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

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

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

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

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

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

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

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

A) Improper Sexual Conduct & Physical Abuse Liability or

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

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

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

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

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

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

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

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



- 5.6. Maintain Clean, Safe and Secure Environment
- 5.7. Meeting Participation
- 5.8. Relationships
- 5.9. Licenses
- 6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
  - 6.1. – 6.13.2., including, but not limited to:
    - 6.1. Licenses Permission Slips/Acknowledgement
      - 6.1.3. Notice of Waiver of All Claims
    - 6.5. Health Conditions/Medication
    - 6.6. Supervision
    - 6.7. Transportation Requirements
    - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
    - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
    - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
- 7. Financial Records
  - 7.1. Accounting Records
  - 7.2. Disputes
- 8. Invoicing
  - 8.1. Billing Structure
  - 8.2. Unallowable Expenses
  - 8.3. Invoice Requirements
  - 8.4. Submission of Invoices
  - 8.5. Submission of Invoices for ASEP and 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 2022-25 MOU SAMPLE CONTRACT

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

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

*If having a hard time opening the contract template, please email [procurement@ousd.org](mailto:procurement@ousd.org) for a copy.*

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

---

**Signature**

---

**Date**

---

**Name and Title of Signatory**

---

**Name of Organization**

## APPENDIX V: Appeals Process for Applicants

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

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

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

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

***Rosaura M. Altamirano***

*Senior Manager, Supply Chain & Logistics, [rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)*

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

# 2024 OUSD Request for Proposals Application

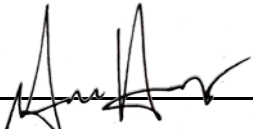
ASES, 21st CCLC, ELO-P, and ASSETS Expanded Learning Programs

Organization Name	YMCA of the East Bay		
Primary Contact Person:	Audi Huang	Secondary Contact Person:	Courtney Moore
Email:	ahuang@ymcaeastbay.org	Email:	cmoore@ymcaeastbay.org
Telephone #:	510-542-2121	Telephone #:	510-831-5511

Service Category: Check the grade levels your organization is interested in serving.	
<input checked="" type="checkbox"/>	Elementary (Grades TK-5)
<input type="checkbox"/>	Elementary/Middle (Grades TK-8)
<input type="checkbox"/>	Middle (Grades 6-8)
<input type="checkbox"/>	High (Grades 9-12)

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	X	Yes
		No
Are you currently an OUSD Approved Lead Agency Partner?	X	Yes
		No
Have you served as an OUSD Lead Agency partner before in past years?  If so, please identify the years and durations served.	X	Yes
		No
	10	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	X	Yes
		No
If yes, please list all school districts you have served.		
West Contra Costa Unified School District		
How many school sites does your organization have the capacity to serve as a lead agency?	3	# Sites
In the box below, please briefly explain your rationale for this number of sites?		
We are currently in 1 school site in Oakland. We believe we now have the staffing, financial support, and program structure to add 2 additional sites without growing too fast or compromising on program quality.		

On behalf of the YMCA of the EAST BAY , I, AUDI HUANG - EXECUTIVE DIRECTOR ,  
 declare under penalty of perjury under the laws of the State of California that the foregoing is  
 true and correct.

Signature: 

Date: 07/10/2024



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

July 10, 2024

To whom it may concern:

On behalf of the YMCA of the East Bay, I am pleased to submit our application for Oakland Unified School District's Request for Proposal #24-148ExLO - Expanded Learning Lead Agency. We are eager to work hand-in-hand with OUSD to help Oakland youth and families grow, learn, and thrive.

The Y works to strengthen the foundation of community through three areas of focus: youth development, healthy living, and social responsibility. We deliver highly specialized programs designed to build inner resilience and nurture the potential in all youth. At the YMCA, we view youth development work through a holistic lens - recognizing the need to uphold physical, social, and emotional well being and health. As we aim to elevate the whole child, the YMCA is dedicated to building a system that remains responsive to the critical needs of families and communities.

As the executive director of the YMCA's Y Scholars Program, I affirm that the YMCA is committed to performing the work as outlined in our RFP application. We are prepared to work in partnership with OUSD to ensure every student in Oakland has access to the programs and services they require to thrive in school. The YMCA is steadfast in its task to not only prepare youth for critical transition periods, but to support them through these processes. We thank you for your time and consideration!

Best Regards,

Audi Huang  
Executive Director - YMCA Teen Center  
YMCA of the East Bay

# Responses to Application Questions

## YMCA of the East Bay - Y SCHOLARS PROGRAM

### Collaborative Partnerships

- MAINTAINING CLEAR AND SHARED VALUES TOGETHER TO SUPPORT YOUTH

The YMCA of the East Bay's Y Scholars Program envisions all students will discover their purpose and reach their full potential. Every day, we elevate youth voice by providing enrichment opportunities that promote leadership learning and healthy habits. The diversity of Oakland is immense, and we understand the importance of sensitive and culturally competent programming. We know many students are exposed to high levels of trauma. Parents often express concerns for the wellbeing and safety of their children. In the last 3 years, the YMCA worked closely with the school district, schools, communities, and program partners to address these challenges and to offer enrichment in academic achievement, physical play, and creative curiosity to students. Our site leaders collaborate with daytime staff to share info and implement ideas on how to best support students academically and socially. They attend COST meetings and work with the group to better assist students with IEP's and 504's. For "golden ticket" students, we make sure they are prioritized so that they have the opportunity to thrive in their lives. This summer, we expanded our impact by offering a full-day summer camp at Piedmont Avenue Elementary School for 150 students.

- WORKING WITH STAKEHOLDERS TO MAKE SHARED DECISIONS

By building strong working relationships with stakeholders, we were able to reach and serve over 200 students annually at two school sites in the past 3 years: Piedmont Elementary School and REACH Academy. Our teams work closely with stakeholders to



offer programs that resonate with the needs of the community and to complement the school day. We assess needs, collect feedback, and implement programs that schools and communities find most valuable. Our site leaders meet with principals and quality support coaches consistently to get ideas of what they want to see in our program and how we can implement their recommendations into our daily schedules (ex: math drills, intentional journaling, and think-pair-share moments.) In addition, we interact and check in with program partners, parents, and teachers to learn more about the needs of individual students so we can better support our diverse group of students.

- *ACHIEVING A SUCCESSFUL PARTNERSHIP*

A successful partnership event was our Math Night at Piedmont Ave Elementary. Math Night was a collaborative effort with the PTA. Together, we led an event that engaged students in grade-appropriate math games. These games were facilitated by program staff, parents, and volunteers. We supported the setup of games, delivered event materials, passed out supplies, and hosted games. We coordinated closely with the PTA president in order to execute a highly attended and successful event.

- *MANAGING A CHALLENGING COLLABORATION PARTNERSHIP*

A collaboration where we ran into challenges was a final showcase event with Prescott Circus. The event was an opportunity for students to perform and show off a culmination of their practices and learning. Due to miscommunication between us and the partner, the event missed effective coordinations on advertising and planning timeline. Only a few families showed up. Because of low turnout, we only had a few student performers. That did not capture the spirit of the big group of students we served. In the future, we will create milestones to hit when planning events. Our site leaders will take charge if they notice communication and coordination are not working.

## **Empowerment**

- **SUPPORTING YOUTH AGENCY/LEADERSHIP AND CREATING SPACE FOR YOUTH VOICE**

Using the framework from the Social and Emotional Learning Program Quality Assessment (SEL PQA developed by Forum for Youth Investment), our program provides youth with opportunities to grow in responsibility and leadership. We use activities from Building Intentional Communities (BIC) to encourage students to deepen learning of themselves and engaging with others. Our teams facilitate lessons with a mindset that prioritizes youth voice and choice. Students get opportunities to make suggestions on which activities to do and choose what enrichment classes they want to participate in. Within the activities, students are encouraged to take on leadership roles that contribute to activities and games. Students also get to volunteer for roles like passing out material or snacks so they learn different ways to support a community. For older students, they get to mentor younger students. In doing so, they are learning and understanding the importance of role-modeling in leadership.

- **DEVELOPING STAFF TO SUPPORT STUDENT ENGAGEMENT AND LEADERSHIP**

The YMCA of the East Bay is dedicated to staffing our afterschool programs with skillful and culturally-competent individuals committed to youth development. All team members engage in a week of training every year to sharpen their skills in effective lesson planning and facilitation. Every month, we offer various training sessions around management, leadership, and skill-building. Skills include group management, inclusion, positive behavioral intervention and support (PBIS), building intentional communities (BIC), and the SEL PQA. In addition, Site Leaders attend district and school site training on new practices and curriculum so we have better alignment with OUSD.

## **Safe and Supportive Environment**

- **ENSURING YOUTH EXPERIENCE BELONGING AND FEEL VALUED**

Our Y Scholars Program begins the year with 6 weeks of Building Intentional Communities (BIC) activities to provide students with a safe space to get to know each other and develop friendships. We do the same for the 2 weeks after returning from Winter Break and Spring Break. Throughout the year, we appreciate and acknowledge students with parties, spirit weeks, and shout-outs in our newsletters and assemblies. When students demonstrate positive behaviors and values, they earn “behavior bucks” so they learn what it means to build trust and respect within a community.

- **TRAINING TEAMS TO CREATE EMOTIONAL SAFETY AND SUPPORTIVE ENVIRONMENTS**

Our team members attend program and district training sessions that teach different strategies to create supportive environments with our students. Training includes the Positive Behavioral Intervention and Support framework, socio-emotional learning, active engagement, modeling, emotion coaching, and more. See our training calendar and training slide links in the supporting documents.

- **ALIGNING WITH OUSD PROTOCOLS**

We train and prepare site leaders to make sure to follow OUSD’s protocols and guidelines around environmental, crisis response, and physical safety. We create plans and procedures around the following:

- Incident Command Systems
- Reporting Child Abuse and Neglect
- Lockdowns
- Crisis Response Protocol
- Incident Reports
- Emergency Safety Plans and Drills

## **Lifelong Learning**

- **SUPPORTING DEVELOPMENT OF LIFELONG LEARNERS**

Using the SEL PQA and learning from training, our teams know how to promote a growth mindset with their students and how to encourage youth to deepen their lifelong learning. We guide youth to do reflections and come up with ways to improve their processes or to solve problems they encounter. Our staff supports youth in developing beliefs in achievement through effort. That means instead of connecting success with talent or intelligence, staff attributes success to effort, strategy, attention, practice, and persistence. In doing so, we believe students will gain the confidence and habits to adopt a growth mindset and become lifelong learners.

- **OFFERING DIVERSE ENRICHMENT ACTIVITIES TO ENGAGE YOUTH INTEREST**

To promote creative curiosity for students, we provide enrichment programs that may not be offered during the school day. Below are some of our diverse programming:

- Scientific Adventure for Girls - By providing STEM education for students, they learn important 21st-century skills such as critical thinking, problem-solving, and collaboration in the weekly lessons and activities.
- Prescott Circus - Through circus and theater arts education, students are empowered to develop confidence, teamwork, perseverance, artistic talent, and dedication to working for success.
- Destiny Arts - Students experience movement-based arts such as dance and drumming to uplift their voice, explore various ways to express themselves, encourage creativity, and discover self-esteem and self-expression.

## **Adaptive Programming**

- *ADAPTING TO UNEXPECTED SHIFTS*

When facing unexpected circumstances, we huddle up immediately to discuss the challenges, create plans, and coordinate our actions. We make sure students are safe by following strategies and protocols set by the district and the YMCA (ex: shutting down program due to blackout or water issues.) In the event of emergencies, we communicate with district, school staff, and families so students can get picked up early.

- *OFFERING SERVICES TO MEET DIFFERENT NEEDS*

Our program works closely with the COST team at schools. Our site coordinators are informed of what services students need according to their IEP and 504 plans. Students meet with speech therapists, psychologists, or counselors during afterschool hours. IEP meetings are also hosted during afterschool hours if needed.

Therapists from outside agencies are able to give services to students in our program on a weekly basis. During the year, we have students who are in therapy. Whether it is for speech, counseling, or behavior, our program provides a safe and quiet space for students to receive these services or testing. For example, we worked closely with Diego Feliciano (school counselor) and Prema Polit (speech therapist) to create a schedule to provide services for our students. In addition to working with school/district staff, we have A Better Way therapists offer their time to work with students who are experiencing severe challenges in their lives. Learning from training, our site leaders have implemented strategies to work with students who have different needs (ex: cool down corners, fidgets for students to use, noise canceling headphones, and quiet walks to regulate emotions.)

## **Strong Systems and Structures**

- **BUILDING AN OPERATIONAL AND SUSTAINABLE BUDGET**

In our sample budget, we propose a team of 1 full-time Site Coordinator, 1 full-time Assistant Coordinator, and 11 Group Leaders to serve students at a staff to student ratio of up to 1:20 (1:10 for TK/K). The OUSD funds from ASES and ELO-P will primarily support our frontline staff who work closely with students. We will use a portion of the funds to support the salary of our Program Manager and Director who check in with the site daily and come on site to provide support, do observations, and coach site leaders. We cover the rest of the management staffs' salaries from other funds we receive from OFCY, private grants, and annual fundraising campaigns. The OUSD funds also support our team's participation at program and district training sessions and contracted services with our enrichment programs (Prescott Circus and Scientific Adventures for Girls).

We raise funds to purchase program and administrative supplies and to hold family engagement events. We contribute towards purchases of activity supplies, academic supplies, technology, and apps for staff from OFCY and other funds in order to run an operational and sustainable program.

- **ENSURING SUSTAINABILITY WHEN CA FUNDS ARE LOW OR NOT AVAILABLE**

The YMCA of the East Bay leverages diverse funding sources and in-kind resources to offer our program in Oakland. First, the YMCA of the East Bay is a grantee of Oakland Fund for Children and Youth (OFCY) which supplements the contracted funds from OUSD. In 2023-2024 and 2024-2025, we have secured a total of \$85,000

each year in OFCY funding. Second, our Development Department raises institutional funds from corporate and community foundations year-round. The Chief Development Officer(Manny Nungaray), oversees the organization's private grant sources and works with his team to pursue more grant opportunities. So far, the highest grant amounts and sources awarded in the 2024-2025 fiscal year to our Y-Scholars Program are from the Ross Stores Foundation (\$30,000), PwC (\$25,000), and Kaiser Permanente (\$25,000).

YMCA of the East Bay also holds annual fundraising campaigns. Our gym branches and volunteers reach out to their communities to fundraise for our organizational cause and programs. For example, in this past year, our organization has collectively raised more than \$1.8M. Our organization is committed towards funding the needs of the program to ensure that current programming levels are sustainable if/when funds are no longer accessible.

- MEETING CDE COMPLIANCE EXPECTATIONS

We have had success in meeting the CDE expectations around average daily attendance for continued funding. For example, we have surpassed 100% of our ADA goal for our site. We attribute this achievement to our making active accommodations and shifting programming to meet the expectations of serving unduplicated, special needs, and TK/K students.

A challenge we did encounter two years ago was being under-staffed at various points of the year due to COVID illness and exposure fears. This challenge has reduced in the following years. However, we have made shifts to prevent under-staffing by creating a year-round staff recruitment plan and building a substitute roster so we always have a back-up team for when team members call out sick.

# Y Scholars Program

## Supplemental Document for Prompt 8 of Application Questions

### Examples of Our Staff Training and Development

#### *Training Calendar - [LINK](#)*

- Month-to-month list of training sessions available to our staff
- Links to descriptions of trainings

#### *Sample Slideshows (w/ links) from Our Training Sessions:*

##### Student Engagement and Group Management

- [Building Growth Mindset](#)
- [Lesson Planning](#)
- [Facilitation Basics](#)
- [SEL in Facilitation](#)
- [PBIS Framework](#)

##### Program Management

- [Program Quality](#)
- [Evaluation of Program Impact](#)

##### Leadership and Supervision

- [Effective Delegation of Work](#)
- [Improving Communications](#)
- [Time-Management and Prioritizing](#)
- [Critical Conversations](#)



# Y Scholars Program Schedule

Time	Mon	Tues	Wed	Thur	Fri
1:30-1:45			Sign-in		
1:45-2:55			Choir Math Club/ UED and Community Building		
2:30-3:00	Sign-in TK/K SNACK	Sign-in TK/K SNACK	TK/K SNACK	Sign-in TK/K SNACK	Sign-in TK/K SNACK
3:00-3:30	TK/K Centers	TK/K Centers	TK/K Centers	TK/K Centers	TK/K Centers
3:00-3:30	Sign-in 1-5th Snack	Sign-in 1-5th Snack	1-5th Snack	Sign-in 1-5th Snack	Sign-in 1-5th Snack
3:20-4:15	TK-2nd Rec	TK-2nd Rec CIRCUS 4th & 5th	Creative Enrichment	TK-2nd Rec CIRCUS 4th & 5th	SAFG + African Drumming 2nd & 3rd grade
3:20-4:15	3-5th Homework	3-5th Homework CIRCUS 4th & 5th		3-5th Homework CIRCUS 4th & 5th	Community Game
4:15-5:00	TK-2nd Homework	TK-2nd Homework	Haitian Dance 2nd-3rd	TK-2nd Homework	SAFG + African Drumming 4th & 5th grade
4:15-5:00	3-5th Rec	3-5th Homework CIRCUS 4th & 5th	Recreation	3-5th Homework CIRCUS 4th & 5th	Community Game
5:00-6:00	Academic Time	Academic Time CIRCUS 4th & 5th	Haitian Dance 4th-5th	Academic Time CIRCUS 4th & 5th	Fun Friday
5:00-6:00			1st-5th Homework		
6:00 PM	Pick-Up	Pick-Up	Pick-Up	Pick-Up	Pick-Up

# Y Scholars Program Description

## **Academic Time / Community Building**

Leading students in community building activities, art projects and world culture lessons

*Target CDE Component:* Educational and Literacy

*Quality Assurance:* Staff lead students in building community, learning vocabulary, and different languages. Staff creates lesson plans for each activity, and plans are approved by the site coordinator.

## **Creative Enrichment**

Leading students in synchronous activities: creative writing, art, and dance

*Target CDE Component:* Educational Enrichment

*Quality Assurance:* Staff lead students in engaging creative writing prompts, art creation, and dance moves. Staff creates lesson plans for each activity, and plans are approved by the site coordinator.

## **Homework Time**

Assisting students with the mastery of ELA concepts and math understanding

*Target CDE Component:* Educational and Literacy Component

*Quality Assurance:* Staff work in small groups with grade level partners and provide modified lessons for 1st-5th grade students.

## **Physical Activity**

Students engage in staff-led sports, exercise, and dance to get their bodies moving

*Target CDE Component:* Physical Activity

*Quality Assurance:* Staff lead students in interactive physical activities, videos, and stretches. Staff creates lesson plans for each activity, and plans are approved by the site coordinator.

2024-25 AFTER SCHOOL BUDGET

Site Name:	Piedmont Ave			ASES		ELO-P	OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #:	146	%		Resource 6010, Program 1553	%	Resource 2600, Program 1553				
Average # of students to be served daily (ADA):	83.20			OUSD Lead Agency		OUSD Lead Agency	Lead Agency	Lead Agency	OUSD	Lead Agency
TOTAL GRANT AWARD				152,612.13		273,030.00	85000			
OUSD Indirect (5.00%)				7,267.24		13,001.43				
OUSD ASPO admin, evaluation, and training/technical assistance costs				5,590.19		0.00				
Custodial Staffing and Supplies at 3.5%				4,726.00		0.00				
TOTAL SITE ALLOCATION				135,028.69		260,028.57				
1120	Quality Support Coach/Academic Liaison			2500						
	Total certificated			2500	0	0	0	0	0	0
2205	Site Coordinator (list here, if district employee)									
	Total classified			0	0	0	0	0	0	0
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)			612.50						
3000's	Lead Agency benefits (rate: Up to 40%)			27952.765		19932.17	17604.975			
	Total benefits			612.50	27952.765	0	19932.17	17604.975	0	0
4310	Supplies			2249		2800				
	Office Supplies									500
	Family Engagement Events									
	Site Cell Phone						720			
	Total books and supplies			0	2249	0	2800	720	0	500
5825	Site Coordinator			55760						
	(40 hrs/week x 41 wks x \$34/hr)									
5825	Assistant Site Coordinator						37000			
	(40 hrs/week x 37 wks x \$25/hr)									
5825	Assistant Site Coordinator					11565	5644			
	(20 hrs/week x 37 wks x \$25/hr)									
5825	1 Group Leader @ \$21/hr (1st grade):					20165				
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (2nd grade):					20165				
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (3rd grade):					20165				
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (4th grade):					20165				
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (5th grade):					20165				
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (K grade):					20165				
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (K grade):					20165				
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (TK grade):			11445			8720			
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (TK grade):			20165						
	(25 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (Before):					8066				
	(10 hrs/week x 37 wks x \$21.8/hr)									
5825	1 Group Leader @ \$21/hr (Before):					8066				
	(10 hrs/week x 37 wks x \$21.8/hr)									
5825	YMCA ELP Admin + Director			8063		8062	5911			132210
5825	Subcontractor: Prescott Circus					16000	2000			
5825	Subcontractor: Scientific Adventures for Girls					16000	2000			
5825	Subcontractor: Destiny Arts					16000	2000			
	Total services			0	95433	224914	63275	0	0	132210
Lead Agency admin (5% max of total contracted \$ - 10% for ELOP)				6,281.72		12,382.31	3,400.00			0.00
Subtotals DIRECT SERVICE		85.24		4,454.15	125,634.77	90.71	0.00	247,646.17	81,599.98	0.00
Subtotals Admin/Indirect		14.76		16,241.79	6,281.72	9.30	13,001.43	12,382.31	3,400.00	0.00
Total budgeted per column				20,695.94	131,916.49		13,001.43	260,028.48	84,999.98	0.00
Total BUDGETED		100.0		152,612.42	100.0		273,029.91	84,999.98	0.00	0.00
BALANCE remaining to allocate				-0.29			0.09			
TOTAL GRANT AWARD/ALLOCATION TO SITE				152,612.13			273,030.00			

**YMCA of the East Bay and Support Foundation**  
**Balance Sheet (Unaudited)**  
**As of March 31, 2024 and June 30, 2023**

	<u>3/31/2024</u>	<u>6/30/2023</u>
<b>ASSETS</b>		
Current Assets		
Cash & Equivalent	\$ 1,160,688	\$ 3,125,539
Receivables		
Members, Net	663,714	203,560
Grants & Contracts, net	5,476,544	9,210,670
Pledges Receivable - current	197,502	23,817
Other Receivables	<u>379,938</u>	<u>133,763</u>
Total Receivables	6,717,698	9,571,810
Prepaid Expenses & Other	<u>1,534,677</u>	<u>683,803</u>
Total Current Assets	<u>9,413,063</u>	<u>13,381,152</u>
Other Assets		
Restricted Cash	2,159,560	2,191,424
Investments	70,115,359	55,172,725
Beneficial Interest in Trust	986,696	986,696
Funds Held for Others (Asset)	742,454	652,562
Notes Receivable	10,960,100	10,960,100
Property & Equipment, Net	53,413,092	51,952,598
Leased Assets (ROU), net	907,534	1,268,990
Other Long-term Assets	<u>46,757</u>	<u>46,756</u>
Total Other Assets	<u>139,331,552</u>	<u>123,231,851</u>
<b>Total Assets</b>	<b><u>148,744,615</u></b>	<b><u>136,613,003</u></b>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Current Liabilities		
Accounts Payable	1,491,489	3,361,191
Accrued Payroll & Other Related Liabilities	5,071,924	4,945,314
Deferred Revenue	11,713,909	5,290,223
Lease Liability (ROU) - Current	<u>602,666</u>	<u>586,626</u>
Total Current Liabilities	18,879,988	14,183,354
Other Liabilities		
Notes Payable (NMTC), Net of Transaction Costs	8,916,067	8,870,200
Lease Liability (ROU) - Non-current	338,716	725,086
Long-term Bond Payable, Net of Issuance Costs	5,339,808	5,328,956
Funds Held for Others	<u>742,454</u>	<u>652,562</u>
Total Other Liabilities	<u>15,337,045</u>	<u>15,576,804</u>
Total Liabilities	<u>34,217,033</u>	<u>29,760,158</u>
Net Assets		
Without donor restrictions	104,454,435	96,941,113
With donor restrictions	<u>10,073,147</u>	<u>9,911,732</u>
Total net assets	<u>114,527,582</u>	<u>106,852,845</u>
<b>Total liabilities and net assets</b>	<b><u>\$ 148,744,615</u></b>	<b><u>\$ 136,613,003</u></b>

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**YMCA of the East Bay and Support Foundation**  
**Consolidated Income Statement (Unaudited)**  
**For the Nine Months Ending March 31, 2024 and 2023**

	<u><b>3/31/2024</b></u>	<u><b>3/31/2023</b></u>
<b>Revenue</b>		
Public Support Revenue	\$ 1,624,490	\$ 873,711
Membership Dues, Net	9,799,808	7,150,780
Federal, State & Local Grants	35,414,172	31,278,923
Program Fees, Net	9,176,933	7,178,997
Residence & Rental Income	999,217	928,617
Allocation of Investment Gains to Operations	1,606,893	668,110
Operating Interest & Dividends	2,164,333	1,103,083
Incidental Sales & Other	<u>17,018</u>	<u>330,804</u>
Total Revenue	<u>59,178,374</u>	<u>48,639,314</u>
<b>Total Revenue &amp; Public Support</b>	<b>60,802,864</b>	<b>49,513,025</b>
<b>Total Functional Expense</b>		
Personnel Costs	38,243,644	32,484,441
Non-personnel Costs		
Bank & Credit Card Processing Fees	293,469	219,206
Business Insurance	473,042	453,499
Business Related Travel Costs	309,080	234,579
Conferences & Meetings	469,893	458,088
Depreciation & Amortization	2,166,404	2,245,045
Equipment - Expendable or Rented	905,603	995,882
Financing Costs	369,601	308,101
Membership Dues, Subscriptions & National	345,465	322,704
Miscellaneous Expense	1,050	32
Occupancy	5,043,448	4,374,703
Postage & Shipping	11,488	12,251
Printing, Publications & Promo	189,605	185,193
Program Costs	159,219	18,548
Purchased, Contract or Donated Services	2,998,763	3,298,594
Supplies	2,098,258	2,591,448
Telecommunications	<u>323,690</u>	<u>363,485</u>
Total Non-personnel Costs	<u>16,158,078</u>	<u>16,081,358</u>
Total Functional Expense	<u>54,401,722</u>	<u>48,565,799</u>
Non-operating Activities		
Realized & Unrealized Investment Gain & (Loss)	1,559,165	895,802
Gain (loss) on sale of PP&E	<u>(285,570)</u>	<u>-</u>
Total Non-operating Activities	<u>1,273,595</u>	<u>895,802</u>
<b>Total Change in Net Assets</b>	<b><u>\$ 7,674,737</u></b>	<b><u>\$ 1,843,028</u></b>

## PUBLIC DISCLOSURE COPY

Form **990****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

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

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**2022****Open to Public Inspection**

<b>A</b> For the 2022 calendar year, or tax year beginning <u>07/01</u> , 2022, and ending <u>06/30</u> , 20 <u>23</u>	
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <u>YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY</u> Doing business as <u>YMCA OF THE EAST BAY</u> Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>2111 MARTIN LUTHER KING JR. WAY</u> City or town, state or province, country, and ZIP or foreign postal code <u>BERKELEY, CA 94704</u>
	<b>D</b> Employer identification number <u>94-1156635</u>
	<b>E</b> Telephone number <u>(510) 318-7657</u>
	<b>G</b> Gross receipts \$ <u>98,330,165</u>
	<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions. <b>H(c)</b> Group exemption number
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
<b>J</b> Website: <u>WWW.YMCAEASTBAY.ORG</u>	
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other	<b>L</b> Year of formation: <u>1909</u> <b>M</b> State of legal domicile: <u>CA</u>

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>TO SUPPORT SPIRITUAL, MENTAL, AND PHYSICAL GROWTH, TO BUILD COMMUNITY, AND TO SERVE.</u>	
	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b> <u>29</u>
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b> <u>29</u>
	<b>5</b>	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	<b>5</b> <u>1,096</u>
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b> <u>290</u>
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b> <u>0</u>
<b>b</b>	Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b> <u>0</u>	
<b>Revenue</b>	<b>8</b>	Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b> <u>37,118,903</u> <b>Current Year</b> <u>46,589,486</u>
	<b>9</b>	Program service revenue (Part VIII, line 2g)	<u>15,411,549</u> <u>20,186,121</u>
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>11,787,752</u> <u>1,945,362</u>
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>298,960</u> <u>485,151</u>
	<b>12</b>	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>64,617,164</u> <u>69,206,120</u>
<b>Expenses</b>	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>6,700,000</u> <u>0</u>
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>34,145,441</u> <u>43,926,531</u>
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	<u>0</u> <u>0</u>
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25)	<u>531,880</u>
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>18,471,116</u> <u>25,036,514</u>
	<b>18</b>	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>59,316,557</u> <u>68,963,045</u>
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<u>5,300,607</u> <u>243,075</u>	
<b>Net Assets or Fund Balances</b>	<b>20</b>	Total assets (Part X, line 16)	<b>Beginning of Current Year</b> <u>120,314,924</u> <b>End of Year</b> <u>129,808,819</u>
	<b>21</b>	Total liabilities (Part X, line 26)	<u>22,914,695</u> <u>29,760,157</u>
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<u>97,400,229</u> <u>100,048,662</u>

**Part II Signature Block**

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

<b>Sign Here</b>	Signature of officer <u>CHERI MEZZAPELLE, VICE PRESIDENT / CFO</u>		Date	
	Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <u>TRACY L TEALE</u>	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN <u>P00233621</u>
	Firm's name <u>APRIO, LLP</u>	Firm's EIN		
	Firm's address <u>150 POST STREET, SUITE 200, SAN FRANCISCO, CA 94108</u>	Phone no. <u>(415) 777-4488</u>		

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

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11282Y

Form **990** (2022)

**Part III** Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐ ☒

- 1** Briefly describe the organization's mission:  
 FOUNDED IN 1903, THE YMCA ( "Y") IS ONE OF THE OLDEST HUMAN SERVICES ORGANIZATIONS IN THE EAST BAY AND A LEADER IN PROVIDING INNOVATIVE PROGRAMS TO EMPOWER YOUTH, ADVANCE HEALTH AND STRENGTHEN COMMUNITIES. THE Y SERVES MORE THAN 89,000 PEOPLE EACH YEAR WITH PRIORITIES IN EARLY CHILDHOOD IMPACT, YOUTH DEVELOPMENT AND HEALTHY COMMUNITIES.
- 2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No  
 If "Yes," describe these new services on Schedule O.
- 3** Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No  
 If "Yes," describe these changes on Schedule O.
- 4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

**4a** (Code: ) (Expenses \$ 52,156,221 including grants of \$ 0 ) (Revenue \$ 13,377,622 )

YOUTH DEVELOPMENT - ALL KIDS DESERVE THE OPPORTUNITY TO DISCOVER WHO THEY ARE AND WHAT THEY CAN ACHIEVE AND OUR Y IS COMMITTED TO NURTURING THE POTENTIAL OF EVERY CHILD AND TEEN. OUR WIDE ARRAY OF PROGRAMS HELP YOUNG PEOPLE CULTIVATE THE VALUES, SKILLS AND RELATIONSHIPS THAT LEAD TO POSITIVE BEHAVIORS, IMPROVED HEALTH AND EDUCATIONAL ACHIEVEMENT.

EARLY CHILDHOOD IMPACT - THERE IS A MASSIVE OPPORTUNITY GAP BETWEEN THOSE WITH MEANS AND THOSE WITHOUT. THE YMCA STRIVES TO ELIMINATE THAT GAP BY PROVIDING HIGH QUALITY EARLY LEARNING, FAMILY SUPPORT, EDUCATION AND TRAINING OPPORTUNITIES FOR PARENTS TO BETTER SUPPORT THE CHILDREN'S SUCCESS EMOTIONALLY, SOCIALLY, AND COGNITIVELY. THE Y OFFERS HEADSTART, EARLY HEADSTART AND STATE FUNDED CHILDCARE AND PRESCHOOL PROGRAMS, CONNECTIONS WITH MEDICAL AND DENTAL SERVICES, FAMILY SUPPORT, GOAL SETTING AND COUNSELING FOR FAMILIES SERVICING TRAUMA INFLUENCED  
 (CONTINUED ON SCHEDULE O)

**4b** (Code: ) (Expenses \$ 10,217,328 including grants of \$ 0 ) (Revenue \$ 6,053,962 )

HEALTHY COMMUNITIES - THE Y IS FOCUSED ON IMPROVING INDIVIDUAL, FAMILY AND COMMUNITY HEALTH BY HELPING INDIVIDUALS INCORPORATE EXERCISE AS A REGULAR PART OF THEIR LIFESTYLE. THE YMCA RECOGNIZES THE SOCIETAL BARRIERS THAT MAKE IT CHALLENGING TO ACHIEVE A HEALTHY LIFESTYLE AND HAS DESIGNED PROGRAMS TO HELP PEOPLE FIND THEIR PERSONAL PATHWAY TO HEALTH IN BOTH INDIVIDUAL AND GROUP SETTINGS.

**4c** (Code: ) (Expenses \$ 1,011,018 including grants of \$ 0 ) (Revenue \$ 754,537 )

SOCIAL RESPONSIBILITY - THE Y RECOGNIZES THAT AS AN AGENT FOR CHANGE, WE HAVE A LARGER RESPONSIBILITY TO THE COMMUNITY. THE Y DEVELOPS PROGRAMS IN SUCH A WAY THAT ENSURES EVERYONE CAN PARTICIPATE AND SUPPORTS OTHER EFFORTS TO IMPROVE THE OVERALL HEALTH OF A COMMUNITY SUCH AS SUPPORTING SAFE ROUTES TO SCHOOL, BIKE-ABLE AND WALKABLE COMMUNITY AND HEALTHY FOOD POLICIES. FOR EXAMPLE, OUR BERKELEY BRANCH PROVIDES AFFORDABLE RESIDENCE FACILITIES FOR THOSE WITH LIMITED FINANCIAL RESOURCES, WHO CAN ALSO BENEFIT FROM THE SUPPORT OF OUR PROGRAMS. ADDITIONALLY, PROGRAMS AND EVENTS ARE HELD THROUGHOUT THE YEAR TO FOSTER COMMUNITY AND CELEBRATE OUR GROWING AND DIVERSE MEMBER BASE.

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

(Expenses \$ including grants of \$ ) (Revenue \$ )

**4e** Total program service expenses 63,384,567

**Part IV Checklist of Required Schedules**

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



**Part IV Checklist of Required Schedules** (continued)

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

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

	Yes	No
<b>1a</b> Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable . . . . .	<b>1a</b>	114
<b>b</b> Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable . . . . .	<b>1b</b>	0
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? . . . . .	<b>1c</b>	✓

<b>Part V Statements Regarding Other IRS Filings and Tax Compliance</b> (continued)		Yes	No		
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	<b>2a</b>	1,096		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	<b>2b</b>		✓	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<b>3a</b>			✓
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No," to line 3b, provide an explanation on Schedule O	<b>3b</b>			
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	<b>4a</b>			✓
<b>b</b>	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<b>5a</b>			✓
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	<b>5b</b>			✓
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<b>5c</b>			
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	<b>6a</b>			✓
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	<b>6b</b>			
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>				
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	<b>7a</b>			
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?	<b>7b</b>			
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	<b>7c</b>			
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year	<b>7d</b>			
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<b>7e</b>			
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>			
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>			
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	<b>7h</b>			
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	<b>8</b>			
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>				
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?	<b>9a</b>			
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	<b>9b</b>			
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:				
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>			
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>			
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:				
<b>a</b>	Gross income from members or shareholders	<b>11a</b>			
<b>b</b>	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>			
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>			
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>			
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>				
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note:</b> See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>			
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>			
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>			
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>			✓
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	<b>14b</b>			
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	<b>15</b>			✓
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>			✓
<b>17</b>	<b>Section 501(c)(21) organizations.</b> Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	<b>17</b>			

**Part VI Governance, Management, and Disclosure.** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI ☒

**Section A. Governing Body and Management**

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

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

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

**Section C. Disclosure**

**17** List the states with which a copy of this Form 990 is required to be filed CA

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

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

**20** State the name, address, and telephone number of the person who possesses the organization's books and records.  
CHERI MEZZAPELLE, 2111 MARTIN LUTHER KING JR. WAY, BERKELEY, CA 94704, (510) 318-7657

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**Check if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."

- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.

- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

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

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) FRAN GALLATI PRESIDENT & CEO	40.0			✓				399,600	0	72,051
(2) MIKE CASSIDY VICE PRESIDENT & COO	40.0			✓				264,313	0	37,918
(3) KELLEY MALTAIS VICE PRESIDENT & CHRO	40.0				✓			237,728	0	35,226
(4) CHERI MEZZAPELLE VICE PRESIDENT & CFO	40.0			✓				220,096	0	30,796
(5) MELANIE MUELLER EXECUTIVE DIRECTOR	40.0				✓			192,660	0	30,753
(6) HAE WON RHOW EXECUTIVE DIRECTOR/VP	40.0				✓			187,613	0	30,248
(7) MANUEL NUNGARAY CHIEF DEVELOPMENT OFFICER	40.0				✓			200,356	0	10,992
(8) MICHAEL SAENZ EXECUTIVE DIRECTOR	40.0				✓			166,934	0	28,180
(9) ANDY WILLIAMS VICE CHAIR & TRUSTEE	1.0	✓		✓				0	0	0
(10) CRAIG FENDEL TREASURER & TRUSTEE	1.0	✓		✓				0	0	0
(11) KAI CARTER CHAIR & TRUSTEE	1.0	✓		✓				0	0	0
(12) MATTHEW BURROWS SECRETARY & TRUSTEE	1.0	✓		✓				0	0	0
(13) ALLEN CARR TRUSTEE	1.0	✓						0	0	0
(14) AMELIA OTT TRUSTEE	1.0	✓						0	0	0

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) AMY BRIGGS TRUSTEE	1.0	✓						0	0	0
(16) ANGELA ANDERSON TRUSTEE	1.0	✓						0	0	0
(17) CHAUD RICHARDS TRUSTEE	1.0	✓						0	0	0
(18) CHRIS SHUTTLESWORTH TRUSTEE	1.0	✓						0	0	0
(19) DARRELL SOOY TRUSTEE	1.0	✓						0	0	0
(20) DAVID DEUTSCHER TRUSTEE	1.0	✓						0	0	0
(21) DEWAYNE WALTON TRUSTEE	1.0	✓						0	0	0
(22) ERIC EISENBERG TRUSTEE	1.0	✓						0	0	0
(23) JACK GARDNER TRUSTEE	1.0	✓						0	0	0
(24) JANET TAM TRUSTEE	1.0	✓						0	0	0
(25) (SEE STATEMENT)										
<b>1b Subtotal</b>								1,869,300	0	276,164
<b>c Total from continuation sheets to Part VII, Section A</b>								0	0	0
<b>d Total (add lines 1b and 1c)</b>								1,869,300	0	276,164

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **21**

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

**Section B. Independent Contractors**

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

(A) Name and business address	(B) Description of services	(C) Compensation
DEACON CONSTRUCTION, 7745 GREENBACK LN, STE 250, CITRUS HEIGHTS, CA 95610	CONSTRUCTION	2,056,538
KIDANGO, 44000 OLD WARM SPRINGS BLVD, FREMONT, CA 94538	CHILDCARE SERVICES	1,411,256
CONCAR INDUSTRIES LLC, 226 LINUS PAULING DR. STE A, HERCULES, CA 94547	JANITORIAL	471,965
BUSD EARLY CHILDHOOD EDUCATION, 1460 EIGHTH STREET, BERKELEY, CA 94710	CHILDCARE SERVICES	398,879
MARIO NAVEA, 330 W CYPRESS RD., OAKLEY, CA 94561	CONSTRUCTION	352,236

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **20**



**Part VIII Statement of Revenue**Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
<b>Contributions, Gifts, Grants, and Other Similar Amounts</b>	<b>1a</b>	Federated campaigns . . . . .	<b>1a</b>	0			
	<b>b</b>	Membership dues . . . . .	<b>1b</b>	0			
	<b>c</b>	Fundraising events . . . . .	<b>1c</b>	0			
	<b>d</b>	Related organizations . . . . .	<b>1d</b>	0			
	<b>e</b>	Government grants (contributions)	<b>1e</b>	45,363,455			
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	1,226,031			
	<b>g</b>	Noncash contributions included in lines 1a-1f . . . . .	<b>1g</b>	\$			
	<b>h</b>	<b>Total.</b> Add lines 1a-1f . . . . .		46,589,486			
	<b>Program Service Revenue</b>	Business Code					
<b>2a</b>		HEALTHY LIVING		13,377,622	13,377,622		
<b>b</b>		YOUTH DEVELOPMENT		6,053,962	6,053,962		
<b>c</b>		SOCIAL RESPONSIBILITY		754,537	754,537		
<b>d</b>							
<b>e</b>							
<b>f</b>		All other program service revenue . .		0	0	0	0
<b>g</b>		<b>Total.</b> Add lines 2a-2f . . . . .		20,186,121			
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) . . . . .		1,628,466	0	0	1,628,466
	<b>4</b>	Income from investment of tax-exempt bond proceeds					
	<b>5</b>	Royalties . . . . .					
	<b>6a</b>	Gross rents . . . . .	(i) Real	508,422	0		
	<b>b</b>	Less: rental expenses	(ii) Personal	0	0		
	<b>c</b>	Rental income or (loss)		508,422	0		
	<b>d</b>	Net rental income or (loss) . . . . .		508,422	0	0	508,422
	<b>7a</b>	Gross amount from sales of assets other than inventory	(i) Securities	29,412,186	0		
	<b>b</b>	Less: cost or other basis and sales expenses . .	(ii) Other	29,095,290			
	<b>c</b>	Gain or (loss) . . . . .		316,896	0		
	<b>d</b>	Net gain or (loss) . . . . .		316,896	0	0	316,896
	<b>8a</b>	Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18 . . . . .					
	<b>b</b>	Less: direct expenses . . . . .					
	<b>c</b>	Net income or (loss) from fundraising events . . . . .					
	<b>9a</b>	Gross income from gaming activities. See Part IV, line 19 . . . . .					
	<b>b</b>	Less: direct expenses . . . . .					
	<b>c</b>	Net income or (loss) from gaming activities . . . . .					
	<b>10a</b>	Gross sales of inventory, less returns and allowances . . . . .		5,483			
	<b>b</b>	Less: cost of goods sold . . . . .		28,755			
	<b>c</b>	Net income or (loss) from sales of inventory . . . . .		(23,271)	0	0	(23,271)
<b>Miscellaneous Revenue</b>	Business Code						
	<b>11a</b>						
	<b>b</b>						
	<b>c</b>						
	<b>d</b>	All other revenue . . . . .		0	0	0	0
	<b>e</b>	<b>Total.</b> Add lines 11a-11d . . . . .		0			
<b>12</b>	<b>Total revenue.</b> See instructions . . . . .		69,206,120	20,186,121	0	2,430,513	

**Part IX Statement of Functional Expenses**

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

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . . . .				
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .	0	0		
<b>4</b> Benefits paid to or for members . . . . .				
<b>5</b> Compensation of current officers, directors, trustees, and key employees . . . . .	2,177,049	614,912	1,344,970	217,167
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .				
<b>7</b> Other salaries and wages . . . . .	32,745,719	31,148,486	1,446,367	150,866
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .	1,887,151	1,734,077	144,598	8,476
<b>9</b> Other employee benefits . . . . .	3,502,568	3,291,233	190,878	20,457
<b>10</b> Payroll taxes . . . . .	3,614,044	3,399,408	187,040	27,596
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management . . . . .				
<b>b</b> Legal . . . . .	89,644	431	89,213	0
<b>c</b> Accounting . . . . .	74,000	22,200	51,800	0
<b>d</b> Lobbying . . . . .				
<b>e</b> Professional fundraising services. See Part IV, line 17 . . . . .				
<b>f</b> Investment management fees . . . . .				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.) . . . . .	4,619,520	3,966,360	650,628	2,532
<b>12</b> Advertising and promotion . . . . .	126,314	28,800	97,489	25
<b>13</b> Office expenses . . . . .	16,477	6,833	8,739	905
<b>14</b> Information technology . . . . .	372,598	383,594	(10,996)	0
<b>15</b> Royalties . . . . .				
<b>16</b> Occupancy . . . . .	6,568,312	6,498,010	70,302	0
<b>17</b> Travel . . . . .	347,570	334,716	12,584	270
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .				
<b>19</b> Conferences, conventions, and meetings . . . . .	728,514	693,069	34,599	846
<b>20</b> Interest . . . . .	410,962	410,462	500	
<b>21</b> Payments to affiliates . . . . .	398,667	0	398,667	0
<b>22</b> Depreciation, depletion, and amortization . . . . .	2,976,844	2,932,115	44,729	0
<b>23</b> Insurance . . . . .	578,651	459,801	118,850	0
<b>24</b> Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.) . . . . .				
<b>a</b> PROGRAM SUPPLIES . . . . .	4,740,637	4,603,862	91,040	45,735
<b>b</b> EQUIPMENT . . . . .	2,105,837	2,094,737	10,734	366
<b>c</b> CREDIT CARD PROCESSING FEES . . . . .	336,638	328,490	1,041	7,107
<b>d</b> BAD DEBT EXPENSE . . . . .	317,703	307,534	10,169	0
<b>e</b> All other expenses . . . . .	227,626	125,437	52,657	49,532
<b>25</b> Total functional expenses. Add lines 1 through 24e . . . . .	68,963,045	63,384,567	5,046,598	531,880
<b>26</b> Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

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

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .		<b>1</b>	
	<b>2</b> Savings and temporary cash investments . . . . .	1,981,811	<b>2</b>	5,299,152
	<b>3</b> Pledges and grants receivable, net . . . . .	7,405,577	<b>3</b>	9,234,487
	<b>4</b> Accounts receivable, net . . . . .	880,992	<b>4</b>	337,723
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>5</b>	0
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .	0	<b>6</b>	0
	<b>7</b> Notes and loans receivable, net . . . . .	4,350,000	<b>7</b>	4,350,000
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . .	431,005	<b>9</b>	683,803
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b> 109,445,414		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 57,492,816		
	<b>11</b> Investments—publicly traded securities . . . . .	53,741,403	<b>10c</b>	51,952,598
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .	49,887,606	<b>11</b>	54,996,053
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .	990,574	<b>12</b>	986,695
	<b>14</b> Intangible assets . . . . .	0	<b>13</b>	0
	<b>15</b> Other assets. See Part IV, line 11 . . . . .		<b>14</b>	
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .	645,956	<b>15</b>	1,968,308	
	120,314,924	<b>16</b>	129,808,819	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	5,893,801	<b>17</b>	8,306,505
	<b>18</b> Grants payable . . . . .		<b>18</b>	
	<b>19</b> Deferred revenue . . . . .	2,301,708	<b>19</b>	5,290,223
	<b>20</b> Tax-exempt bond liabilities . . . . .	5,314,487	<b>20</b>	5,328,956
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .	595,245	<b>21</b>	652,562
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>22</b>	0
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .	0	<b>23</b>	0
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .	8,809,454	<b>24</b>	8,870,200
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .	0	<b>25</b>	1,311,711
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25 . . . . .	22,914,695	<b>26</b>	29,760,157
	<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>		
<b>27</b> Net assets without donor restrictions . . . . .		87,364,693	<b>27</b>	90,136,930
<b>28</b> Net assets with donor restrictions . . . . .		10,035,536	<b>28</b>	9,911,732
<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>				
<b>29</b> Capital stock or trust principal, or current funds . . . . .			<b>29</b>	
<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .			<b>30</b>	
<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .			<b>31</b>	
<b>32</b> Total net assets or fund balances . . . . .		97,400,229	<b>32</b>	100,048,662
<b>33</b> Total liabilities and net assets/fund balances . . . . .	120,314,924	<b>33</b>	129,808,819	

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**Part XI Reconciliation of Net Assets**Check if Schedule O contains a response or note to any line in this Part XI ☒

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	69,206,120
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	68,963,045
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	243,075
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	97,400,229
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	2,405,358
<b>6</b>	Donated services and use of facilities	<b>6</b>	0
<b>7</b>	Investment expenses	<b>7</b>	0
<b>8</b>	Prior period adjustments	<b>8</b>	0
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	0
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	100,048,662

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

	Yes	No
<b>1</b> Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
<b>2a</b> Were the organization's financial statements compiled or reviewed by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		✓
<b>b</b> Were the organization's financial statements audited by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	✓	
<b>c</b> If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? . . . If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	✓	
<b>3a</b> As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? . . .	✓	
<b>b</b> If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits .	✓	

Form **990** (2022)

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (Check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(25) JESSE NELSON ----- TRUSTEE	1.0 -----	✓						0	0	0
(26) JUANITA TASBY ----- TRUSTEE	1.0 -----	✓						0	0	0
(27) KARINA RIVERA ----- TRUSTEE	1.0 -----	✓						0	0	0
(28) KENNETH KUCHMAN ----- TRUSTEE	1.0 -----	✓						0	0	0
(29) LESLIE SCHIBSTED ----- TRUSTEE	1.0 -----	✓						0	0	0
(30) MAL MEAD ----- TRUSTEE	1.0 -----	✓						0	0	0
(31) NAILAH THOMPSON, DR. ----- TRUSTEE	1.0 -----	✓						0	0	0
(32) PEGGY MCQUAID ----- TRUSTEE	1.0 -----	✓						0	0	0
(33) RENEE HERZFELD ----- TRUSTEE	1.0 -----	✓						0	0	0
(34) SCOTT STAFFORD ----- TRUSTEE	1.0 -----	✓						0	0	0
(35) SETH HAMALIAN ----- TRUSTEE	1.0 -----	✓						0	0	0
(36) SUMAN VENKATASWAMY ----- TRUSTEE	1.0 -----	✓						0	0	0
(37) TOM RATCLIFF ----- TRUSTEE	1.0 -----	✓						0	0	0

**SCHEDULE A  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

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

Attach to Form 990 or Form 990-EZ.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2022**

**Open to Public  
Inspection**

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

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

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

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

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

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Cat. No. 11285F

Schedule A (Form 990) 2022

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

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

**Section A. Public Support**

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

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>7</b> Amounts from line 4 . . . . .						
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>11 Total support.</b> Add lines 7 through 10						
<b>12</b> Gross receipts from related activities, etc. (see instructions) . . . . .					<b>12</b>	
<b>13 First 5 years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . .						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

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

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

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	27,337,826	32,128,740	41,955,090	44,186,002	56,671,965	202,279,623
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . .	40,863,808	30,248,961	6,054,685	8,337,686	10,080,370	95,585,510
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						0
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . .						0
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . .						0
<b>6 Total.</b> Add lines 1 through 5 . . . .	68,201,634	62,377,701	48,009,775	52,523,688	66,752,335	297,865,133
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . .	48,302	224,655	45,721	210,785	212,387	741,850
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year	0	0	0	0	0	0
<b>c</b> Add lines 7a and 7b . . . .	48,302	224,655	45,721	210,785	212,387	741,850
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . .						297,123,283

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>9</b> Amounts from line 6 . . . .	68,201,634	62,377,701	48,009,775	52,523,688	66,752,335	297,865,133
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .	2,735,747	2,122,047	1,156,861	1,858,920	2,136,891	10,010,466
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . .						0
<b>c</b> Add lines 10a and 10b . . . .	2,735,747	2,122,047	1,156,861	1,858,920	2,136,891	10,010,466
<b>11</b> Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						0
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . .	4,211	2,024	77	0	0	6,312
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . .	70,941,592	64,501,772	49,166,713	54,382,608	68,889,226	307,881,911
<b>14 First 5 years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f)) . . . .	<b>15</b>	96.51 %
<b>16</b> Public support percentage from 2021 Schedule A, Part III, line 15 . . . .	<b>16</b>	96.34 %

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for <b>2022</b> (line 10c, column (f), divided by line 13, column (f)) . . . .	<b>17</b>	3.00 %
<b>18</b> Investment income percentage from <b>2021</b> Schedule A, Part III, line 17 . . . .	<b>18</b>	3.00 %
<b>19a 33 1/3% support tests—2022.</b> If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and <b>stop here</b> . The organization qualifies as a publicly supported organization . . . .	<input checked="" type="checkbox"/>	
<b>b 33 1/3% support tests—2021.</b> If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and <b>stop here</b> . The organization qualifies as a publicly supported organization . . . .	<input type="checkbox"/>	
<b>20 Private foundation.</b> If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . .	<input type="checkbox"/>	

**Part IV Supporting Organizations**

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

**Section A. All Supporting Organizations**

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

**Part IV Supporting Organizations** (continued)

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

**Section B. Type I Supporting Organizations**

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

**Section C. Type II Supporting Organizations**

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

**Section D. All Type III Supporting Organizations**

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

**Section E. Type III Functionally Integrated Supporting Organizations**

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

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

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

<b>Section A—Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Net short-term capital gain	<b>1</b>	
<b>2</b>	Recoveries of prior-year distributions	<b>2</b>	
<b>3</b>	Other gross income (see instructions)	<b>3</b>	
<b>4</b>	Add lines 1 through 3.	<b>4</b>	
<b>5</b>	Depreciation and depletion	<b>5</b>	
<b>6</b>	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	<b>6</b>	
<b>7</b>	Other expenses (see instructions)	<b>7</b>	
<b>8</b>	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	<b>8</b>	
<b>Section B—Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
<b>a</b>	Average monthly value of securities	<b>1a</b>	
<b>b</b>	Average monthly cash balances	<b>1b</b>	
<b>c</b>	Fair market value of other non-exempt-use assets	<b>1c</b>	
<b>d</b>	<b>Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>	
<b>e</b>	<b>Discount</b> claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):		
<b>2</b>	Acquisition indebtedness applicable to non-exempt-use assets	<b>2</b>	
<b>3</b>	Subtract line 2 from line 1d.	<b>3</b>	
<b>4</b>	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	<b>4</b>	
<b>5</b>	Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>	
<b>6</b>	Multiply line 5 by 0.035.	<b>6</b>	
<b>7</b>	Recoveries of prior-year distributions	<b>7</b>	
<b>8</b>	<b>Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>	
<b>Section C—Distributable Amount</b>			Current Year
<b>1</b>	Adjusted net income for prior year (from Section A, line 8, column A)	<b>1</b>	
<b>2</b>	Enter 0.85 of line 1.	<b>2</b>	
<b>3</b>	Minimum asset amount for prior year (from Section B, line 8, column A)	<b>3</b>	
<b>4</b>	Enter greater of line 2 or line 3.	<b>4</b>	
<b>5</b>	Income tax imposed in prior year	<b>5</b>	
<b>6</b>	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	<b>6</b>	
<b>7</b>	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990) 2022



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

Section D—Distributions		Current Year
<b>1</b>	Amounts paid to supported organizations to accomplish exempt purposes	<b>1</b>
<b>2</b>	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	<b>2</b>
<b>3</b>	Administrative expenses paid to accomplish exempt purposes of supported organizations	<b>3</b>
<b>4</b>	Amounts paid to acquire exempt-use assets	<b>4</b>
<b>5</b>	Qualified set-aside amounts (prior IRS approval required—provide details in <b>Part VI</b> )	<b>5</b>
<b>6</b>	Other distributions (describe in <b>Part VI</b> ). See instructions.	<b>6</b>
<b>7</b>	<b>Total annual distributions.</b> Add lines 1 through 6.	<b>7</b>
<b>8</b>	Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	<b>8</b>
<b>9</b>	Distributable amount for 2022 from Section C, line 6	<b>9</b>
<b>10</b>	Line 8 amount divided by line 9 amount	<b>10</b>

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
<b>1</b> Distributable amount for 2022 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2022 (reasonable cause required—explain in <b>Part VI</b> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2022			
<b>a</b> From 2017 . . . . .			
<b>b</b> From 2018 . . . . .			
<b>c</b> From 2019 . . . . .			
<b>d</b> From 2020 . . . . .			
<b>e</b> From 2021 . . . . .			
<b>f</b> <b>Total</b> of lines 3a through 3e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2022 distributable amount			
<b>i</b> Carryover from 2017 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
<b>4</b> Distributions for 2022 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2022 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from line 4.			
<b>5</b> Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>6</b> Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>7</b> <b>Excess distributions carryover to 2023.</b> Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2018 . . .			
<b>b</b> Excess from 2019 . . .			
<b>c</b> Excess from 2020 . . .			
<b>d</b> Excess from 2021 . . .			
<b>e</b> Excess from 2022 . . .			

Schedule A (Form 990) 2022

## Part VI

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

## Part VI

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

Return Reference - Identifier	Explanation						
SCHEDULE A, PART III, LINE 12 - OTHER INCOME	Other Income Type	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
	(1)	4,211	2,024	77			6,312

Schedule B  
(Form 990)

Department of the Treasury  
Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

2022

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)( 3 ) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 $\frac{1}{3}$ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . \$ \_\_\_\_\_

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		\$ 206,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
2		\$ 196,161	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
3		\$ 150,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
4		\$ 135,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
5		\$ 75,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
6		\$ 60,600	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

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94-1156635

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7		\$ 50,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
8		\$ 40,623	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
9		\$ 35,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
10		\$ 34,600	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
11		\$ 30,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
12		\$ 21,055	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

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**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13		\$ 15,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
14		\$ 15,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
15		\$ 15,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
16		\$ 14,150	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
17		\$ 12,880	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
18		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

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Employer identification number

94-1156635

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
19		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
20		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
21		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
22		\$ 10,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
23		\$ 8,500	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
24		\$ 8,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization

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**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
25		\$ 8,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
26		\$ 7,730	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
27		\$ 7,500	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
28		\$ 7,500	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
29		\$ 7,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
30		\$ 6,830	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

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94-1156635

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
31		\$ 6,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
32		\$ 6,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
33		\$ 5,500	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
34		\$ 5,039	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
35		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
36		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

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**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
37		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
38		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
39		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
40		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
41		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
42		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
43		\$ 5,000	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
44		\$ 11,352,268	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
45		\$ 1,043,709	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
46		\$ 8,548,255	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
47		\$ 13,222,888	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
48		\$ 8,091,942	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
49		\$ 1,801,370	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
50		\$ 304,750	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
51		\$ 35,107	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
52		\$ 30,601	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
53		\$ 510,078	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
54		\$ 169,895	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part I** **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
55		\$ 37,800	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
56		\$ 158,851	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
57		\$ 55,941	<b>Person</b> <input checked="" type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	<b>Person</b> <input type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	<b>Person</b> <input type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	<b>Person</b> <input type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	<b>Person</b> <input type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Noncash</b> <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part II** **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----

Name of organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

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

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

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



SCHEDULE D  
(Form 990)

Department of the Treasury  
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990,  
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.  
Attach to Form 990.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public  
Inspection

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year . . . . .		
2 Aggregate value of contributions to (during year) . . . . .		
3 Aggregate value of grants from (during year) . . . . .		
4 Aggregate value at end of year . . . . .		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? . . . . .		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? . . . . .		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply). <input type="checkbox"/> Preservation of land for public use (for example, recreation or education) <input type="checkbox"/> Preservation of a historically important land area <input type="checkbox"/> Protection of natural habitat <input type="checkbox"/> Preservation of a certified historic structure <input type="checkbox"/> Preservation of open space	
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.	
a Total number of conservation easements . . . . .	2a
b Total acreage restricted by conservation easements . . . . .	2b
c Number of conservation easements on a certified historic structure included in (a) . . . . .	2c
d Number of conservation easements included in (c) acquired after July 25, 2006, and not on a historic structure listed in the National Register . . . . .	2d
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year . . . . .	
4 Number of states where property subject to conservation easement is located . . . . .	
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year . . . . .	
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year . . . . .	
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.	

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.	
b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:	
(i) Revenue included on Form 990, Part VIII, line 1 . . . . .	\$
(ii) Assets included in Form 990, Part X . . . . .	\$
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:	
a Revenue included on Form 990, Part VIII, line 1 . . . . .	\$
b Assets included in Form 990, Part X . . . . .	\$

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

**3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

**a** ☐ Public exhibition

**b** ☐ Scholarly research

**c** ☐ Preservation for future generations

**d** ☐ Loan or exchange program

**e** ☐ Other \_\_\_\_\_

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

**5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

**Part IV Escrow and Custodial Arrangements.**

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

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

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

	Amount
<b>c</b> Beginning balance	<b>1c</b>
<b>d</b> Additions during the year	<b>1d</b>
<b>e</b> Distributions during the year	<b>1e</b>
<b>f</b> Ending balance	<b>1f</b>

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

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

**Part V Endowment Funds.**

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

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance	15,734,260	19,061,662	16,069,931	16,673,434	16,497,643
<b>b</b> Contributions	0	5,000	0	0	0
<b>c</b> Net investment earnings, gains, and losses	1,713,223	(2,382,402)	3,971,731	366,497	1,049,791
<b>d</b> Grants or scholarships	0				
<b>e</b> Other expenditures for facilities and programs	950,000	950,000	980,000	970,000	874,000
<b>f</b> Administrative expenses	0				
<b>g</b> End of year balance	16,497,483	15,734,260	19,061,662	16,069,931	16,673,434

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

**a** Board designated or quasi-endowment 48.40 %

**b** Permanent endowment 50.80 %

**c** Term endowment 0.80 %

The percentages on lines 2a, 2b, and 2c should equal 100%.

**3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

**(i)** Unrelated organizations

**(ii)** Related organizations

	Yes	No
<b>3a(i)</b>		<input checked="" type="checkbox"/>
<b>3a(ii)</b>		<input checked="" type="checkbox"/>
<b>3b</b>		

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

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

**Part VI Land, Buildings, and Equipment.**

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land		5,110,783		5,097,735
<b>b</b> Buildings		94,838,745	50,929,020	43,909,725
<b>c</b> Leasehold improvements		77,178	77,178	0
<b>d</b> Equipment		8,330,445	6,473,570	1,856,875
<b>e</b> Other		1,088,263		1,088,263
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				51,952,598

**Part VII Investments—Other Securities.**

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

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives . . . . .		
(2) Closely held equity interests . . . . .		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) . . .		

**Part VIII Investments—Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) _____		
(2) _____		
(3) _____		
(4) _____		
(5) _____		
(6) _____		
(7) _____		
(8) _____		
(9) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) . . .		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) _____	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) . . . . .	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) LEASE LIABILITY (ROU) - CURRENT	586,625
(3) LEASE LIABILITY (ROU) - NONCURRENT	725,086
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) . . . . .	1,311,711

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

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

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

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

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

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

<b>1</b>	Total expenses and losses per audited financial statements . . . . .		<b>1</b>	
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
<b>a</b>	Donated services and use of facilities . . . . .	<b>2a</b>		
<b>b</b>	Prior year adjustments . . . . .	<b>2b</b>		
<b>c</b>	Other losses . . . . .	<b>2c</b>		
<b>d</b>	Other (Describe in Part XIII.) . . . . .	<b>2d</b>		
<b>e</b>	Add lines <b>2a</b> through <b>2d</b> . . . . .		<b>2e</b>	
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b> . . . . .		<b>3</b>	
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b . . . . .	<b>4a</b>		
<b>b</b>	Other (Describe in Part XIII.) . . . . .	<b>4b</b>		
<b>c</b>	Add lines <b>4a</b> and <b>4b</b> . . . . .		<b>4c</b>	
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 18.) . . . . .		<b>5</b>	

**Part XIII Supplemental Information.**

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

[SEE STATEMENT](#)

# Part XIII

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

Return Reference - Identifier	Explanation
SCHEDULE D, PART IV, LINE 2B - EXPLANATION OF ESCROW AGREEMENT	THE MOUNTAIN DISTRICT YMCA WAS INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA IN 1957 TO CARRY OUT YMCA WORK IN THE MOUNTAIN COUNTIES OF NORTHERN CALIFORNIA. IN A PRIOR YEAR, THE YMCA OF THE USA INDICATED THAT IT WAS ELIMINATING SMALL YMCA ORGANIZATIONS THAT DID NOT MEET CERTAIN SIZE, PROFESSIONAL STAFF, OR OTHER STANDARDS TO BE A YMCA ORGANIZATION. AS A RESULT, THE MOUNTAIN DISTRICT YMCA WOULD LIKELY HAVE BEEN ELIMINATED. IN ORDER TO REMAIN IN OPERATIONS, AN ARRANGEMENT WAS ENTERED INTO WHEREBY THE MOUNTAIN DISTRICT YMCA WOULD BECOME A SPECIAL PURPOSE BRANCH OF THE YMCA OF THE EAST BAY. UNDER THE TERMS OF THE ARRANGEMENT, THE YMCA OF THE EAST BAY HOLDS FUNDS FOR THE BENEFIT OF THE MOUNTAIN DISTRICT YMCA. AS OF JUNE 30, 2020, THE TOTAL FAIR VALUE OF THE FUNDS HELD BY THE YMCA OF THE EAST BAY FOR THE BENEFIT OF THE MOUNTAIN DISTRICT YMCA AMOUNTED TO \$604,385 RECOGNIZED AS AN ASSET WITH CORRESPONDING LIABILITY ON THE STATEMENT OF FINANCIAL POSITION.
SCHEDULE D, PART V, LINE 4 - INTENDED USES OF ENDOWMENT FUNDS	THE ASSOCIATION'S ENDOWMENT SUPPORTS VARIOUS PROGRAMS THAT SERVE THE MISSION OF THE ORGANIZATION.
SCHEDULE D, PART X, LINE 2 - FIN 48 (ASC 740) FOOTNOTE	THE YMCA HAS RECEIVED A FAVORABLE DETERMINATION LETTER FROM THE INTERNAL REVENUE SERVICE STATING THAT IT IS EXEMPT FROM FEDERAL INCOME TAXES UNDER SECTION 501(A) OF THE INTERNAL REVENUE CODE OF 1986 (IRC), AS AN ORGANIZATION DESCRIBED IN SECTION 501(C)(3), EXCEPT FOR INCOME TAXES PERTAINING TO UNRELATED BUSINESS INCOME.

**SCHEDULE J**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

**Compensation Information**

For certain Officers, Directors, Trustees, Key Employees, and Highest  
Compensated Employees

Complete if the organization answered "Yes" on Form 990, Part IV, line 23.  
Attach to Form 990.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2022**

**Open to Public  
Inspection**

Employer identification number

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

94-1156635

**Part I Questions Regarding Compensation**

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

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

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

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

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

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

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

- |  |           |                                     |
|--|-----------|-------------------------------------|
| <b>a</b> Receive a severance payment or change-of-control payment? . . . . .                           | <b>4a</b> | <input checked="" type="checkbox"/> |
| <b>b</b> Participate in or receive payment from a supplemental nonqualified retirement plan? . . . . . | <b>4b</b> | <input checked="" type="checkbox"/> |
| <b>c</b> Participate in or receive payment from an equity-based compensation arrangement? . . . . .    | <b>4c</b> | <input checked="" type="checkbox"/> |

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

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

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

- |  |           |                                     |
|--|-----------|-------------------------------------|
| <b>a</b> The organization? . . . . .         | <b>5a</b> | <input checked="" type="checkbox"/> |
| <b>b</b> Any related organization? . . . . . | <b>5b</b> | <input checked="" type="checkbox"/> |

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

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

- |  |           |                                     |
|--|-----------|-------------------------------------|
| <b>a</b> The organization? . . . . .         | <b>6a</b> | <input checked="" type="checkbox"/> |
| <b>b</b> Any related organization? . . . . . | <b>6b</b> | <input checked="" type="checkbox"/> |

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

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

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

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

**Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

**Note:** The sum of columns (B)(i)–(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)–(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
1	FRAN GALLATI PRESIDENT & CEO	399,600	0	0	39,000	33,051	471,651	0
		0	0	0	0	0	0	0
2	MIKE CASSIDY VICE PRESIDENT & COO	264,313	0	0	26,431	11,487	302,231	0
		0	0	0	0	0	0	0
3	KELLEY MALTAIS VICE PRESIDENT & CHRO	237,728	0	0	23,773	11,453	272,954	0
		0	0	0	0	0	0	0
4	CHERI MEZZAPELLE VICE PRESIDENT & CFO	220,096	0	0	19,309	11,487	250,892	0
		0	0	0	0	0	0	0
5	MELANIE MUELLER EXECUTIVE DIRECTOR	192,660	0	0	19,266	11,487	223,413	0
		0	0	0	0	0	0	0
6	HAE WON RHOW EXECUTIVE DIRECTOR\VP	187,613	0	0	18,761	11,487	217,861	0
		0	0	0	0	0	0	0
7	MANUEL NUNGARAY CHIEF DEVELOPMENT OFFICER	200,356	0	0	0	10,992	211,348	0
		0	0	0	0	0	0	0
8	MICHAEL SAENZ EXECUTIVE DIRECTOR	166,934	0	0	16,693	11,487	195,114	0
		0	0	0	0	0	0	0
9								
10								
11								
12								
13								
14								
15								
16								

**SCHEDULE K  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information on Tax-Exempt Bonds**

Complete if the organization answered "Yes" on Form 990, Part IV, line 24a. Provide descriptions, explanations, and any additional information in Part VI.  
Attach to Form 990.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2022**

**Open to Public  
Inspection**

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

Employer identification number

94-1156635

**Part I Bond Issues**

	(a) Issuer name	(b) Issuer EIN	(c) CUSIP #	(d) Date issued	(e) Issue price	(f) Description of purpose	(g) Defeased		(h) On behalf of issuer		(i) Pooled financing	
							Yes	No	Yes	No	Yes	No
A	CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY	35-2273601		11/03/2014	10,000,000	(SEE STATEMENT)		✓		✓		✓
B												
C												
D												

**Part II Proceeds**

		A		B		C		D	
1	Amount of bonds retired . . . . .	4,500,000							
2	Amount of bonds legally defeased . . . . .	0							
3	Total proceeds of issue . . . . .	10,000,000							
4	Gross proceeds in reserve funds . . . . .	0							
5	Capitalized interest from proceeds . . . . .	0							
6	Proceeds in refunding escrows . . . . .	10,000,000							
7	Issuance costs from proceeds . . . . .	0							
8	Credit enhancement from proceeds . . . . .	0							
9	Working capital expenditures from proceeds . . . . .	0							
10	Capital expenditures from proceeds . . . . .	0							
11	Other spent proceeds . . . . .	0							
12	Other unspent proceeds . . . . .	0							
13	Year of substantial completion . . . . .	2009							
		Yes	No	Yes	No	Yes	No	Yes	No
14	Were the bonds issued as part of a refunding issue of tax-exempt bonds (or, if issued prior to 2018, a current refunding issue)? . . . . .	✓							
15	Were the bonds issued as part of a refunding issue of taxable bonds (or, if issued prior to 2018, an advance refunding issue)? . . . . .	✓							
16	Has the final allocation of proceeds been made? . . . . .	✓							
17	Does the organization maintain adequate books and records to support the final allocation of proceeds? . . . . .	✓							

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

Cat. No. 50193E

Schedule K (Form 990) 2022



**Part III Private Business Use**

		A		B		C		D	
		Yes	No	Yes	No	Yes	No	Yes	No
<b>1</b>	Was the organization a partner in a partnership, or a member of an LLC, which owned property financed by tax-exempt bonds? . . . . .		✓						
<b>2</b>	Are there any lease arrangements that may result in private business use of bond-financed property? . . . . .		✓						
<b>3a</b>	Are there any management or service contracts that may result in private business use of bond-financed property? . . . . .		✓						
<b>b</b>	If "Yes" to line 3a, does the organization routinely engage bond counsel or other outside counsel to review any management or service contracts relating to the financed property?								
<b>c</b>	Are there any research agreements that may result in private business use of bond-financed property? . . . . .		✓						
<b>d</b>	If "Yes" to line 3c, does the organization routinely engage bond counsel or other outside counsel to review any research agreements relating to the financed property?								
<b>4</b>	Enter the percentage of financed property used in a private business use by entities other than a section 501(c)(3) organization or a state or local government . . . . .	0.00 %							
<b>5</b>	Enter the percentage of financed property used in a private business use as a result of unrelated trade or business activity carried on by your organization, another section 501(c)(3) organization, or a state or local government . . . . .	0.00 %							
<b>6</b>	Total of lines 4 and 5 . . . . .	0.00 %							
<b>7</b>	Does the bond issue meet the private security or payment test? . . . . .		✓						
<b>8a</b>	Has there been a sale or disposition of any of the bond-financed property to a nongovernmental person other than a 501(c)(3) organization since the bonds were issued?		✓						
<b>b</b>	If "Yes" to line 8a, enter the percentage of bond-financed property sold or disposed of . . . . .								
<b>c</b>	If "Yes" to line 8a, was any remedial action taken pursuant to Regulations sections 1.141-12 and 1.145-2? . . . . .								
<b>9</b>	Has the organization established written procedures to ensure that all nonqualified bonds of the issue are remediated in accordance with the requirements under Regulations sections 1.141-12 and 1.145-2? . . . . .		✓						

**Part IV Arbitrage**

		A		B		C		D	
		Yes	No	Yes	No	Yes	No	Yes	No
<b>1</b>	Has the issuer filed Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate? . . . . .		✓						
<b>2</b>	If "No" to line 1, did the following apply?								
<b>a</b>	Rebate not due yet? . . . . .		✓						
<b>b</b>	Exception to rebate? . . . . .	✓							
<b>c</b>	No rebate due? . . . . .		✓						
	If "Yes" to line 2c, provide in Part VI the date the rebate computation was performed . . . . .								
<b>3</b>	Is the bond issue a variable rate issue? . . . . .	✓							



## Part VI

**Supplemental Information.** Supplemental Information Complete this part to provide additional information for responses to questions on Schedule K (see instructions).

Return Reference - Identifier	Explanation
SCHEDULE K, PART I, COLUMN (F) - DESCRIPTION OF PURPOSE ISSUER NAME: CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY	REPAYMENT OF 2014 RE-ISSUE OF SERIES 2008 BONDS ISSUED FOR RENOVATIONS AT DOWNTOWN BERKELEY BRANCH.

<b>SCHEDULE O (Form 990)</b>  Department of Treasury Internal Revenue Service	<b>Supplemental Information to Form 990 or 990-EZ</b> Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. ▶ Attach to Form 990 or 990-EZ. ▶ Go to <a href="http://www.irs.gov/Form990">www.irs.gov/Form990</a> for the latest information.	OMB No. 1545-0047
		<b>2022</b> Open to Public Inspection
Name of the Organization <b>YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY</b>		Employer Identification Number <b>94-1156635</b>

Return Reference - Identifier	Explanation				
FORM 990, PART III, LINE 4A - PROGRAM SERVICE DESCRIPTION	CHILDREN.  YOUTH DEVELOPMENT - THE Y PROVIDES THE OPPORTUNITY TO YOUTH TO IMPROVE ACADEMIC SUCCESS, SOCIAL AND EMOTIONAL DEVELOPMENT AND HEALTH THROUGH AFTER SCHOOL PROGRAMS, SUMMER AND RESIDENT CAMPS AND CORE Y PROGRAMS SUCH AS YOUTH SPORTS AND SWIMMING. THESE PROGRAMS ARE DESIGNED TO GIVE ALL KIDS THE OPPORTUNITY TO LEARN NEW SKILLS, BUILD CONFIDENCE AND SOCIALIZE IN A HEALTHY ENVIRONMENT.				
FORM 990, PART VI, LINE 11B - REVIEW OF FORM 990 BY GOVERNING BODY	THE FORM 990 IS REVIEWED BY THE FINANCE AND/OR EXECUTIVE COMMITTEES OF THE BOARD OF DIRECTORS AND THEN PRESENTED TO THE ENTIRE BOARD BEFORE FINALIZATION.				
FORM 990, PART VI, LINE 12C - CONFLICT OF INTEREST POLICY	THE POLICY COVERS THE GOVERNING BOARD OF DIRECTORS AND OFFICERS OF THE CORPORATION. THE BOARD CHAIR EVALUATES REPORTED RELATIONSHIPS AND TAKES THE NECESSARY ACTION TO ELIMINATE ANY ACTUAL OR PERCEIVED CONFLICTS.				
FORM 990, PART VI, LINE 15A - PROCESS TO ESTABLISH COMPENSATION OF TOP MANAGEMENT OFFICIAL	THE EXECUTIVE COMPENSATION COMMITTEE, A SUB-COMMITTEE OF THE EXECUTIVE COMMITTEE ANNUALLY REVIEWS THE COMPENSATION OF THE PRESIDENT/CEO. THE COMMITTEE USES RELEVANT COMPARABILITY DATA AND PERFORMANCE TO DETERMINE THE CEO'S COMPENSATION. ALL OTHER SENIOR LEVEL POSITIONS ARE EVALUATED ON AN ANNUAL BASIS (IN THE MONTH OF JUNE) BY THE CEO USING THE SAME CRITERIA USED FOR THE CEO'S EVALUATION. OTHER THAN THE CEO, THE OTHER RELEVANT KEY POSITIONS ARE: VICE PRESIDENT/CFO, VICE PRESIDENT/COO, VICE PRESIDENT/CHRO AND FOUR BRANCH EXECUTIVE DIRECTORS.				
FORM 990, PART VI, LINE 19 - REQUIRED DOCUMENTS AVAILABLE TO THE PUBLIC	THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.				
FORM 990, PART XI, LINE 9 - OTHER CHANGES IN NET ASSETS OR FUND BALANCES	<table border="1"> <tr> <th>(a) Description</th><th>(b) Amount</th></tr> <tr> <td> </td><td> </td></tr> </table>	(a) Description	(b) Amount		
(a) Description	(b) Amount				

**SCHEDULE R  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY

**Related Organizations and Unrelated Partnerships**

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

Attach to Form 990.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2022**

**Open to Public  
Inspection**

Employer identification number

94-1156635

**Part I Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1) .....					
(2) .....					
(3) .....					
(4) .....					
(5) .....					
(6) .....					

**Part II Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1) YMCA OF THE EAST BAY SUPPORT FOUNDATION (87-3365962) 2111 MARTIN LUTHER KING JR. WAY, BERKELEY, CA 94704	TO SUPPORT THE CHARITABLE AND EDUCATIONAL ACTIVITIES OF THE YMCA	CA	501(C)(3)	12 TYPE I	YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY	✓	
(2) .....							
(3) .....							
(4) .....							
(5) .....							
(6) .....							
(7) .....							

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

Cat. No. 50135Y

Schedule R (Form 990) 2022

**Part III Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512—514)	(f) Share of total income	(g) Share of end-of- year assets	(h) Disproportionate allocations?		(i) Code V—UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	
(1)												
(2)												
(3)												
(4)												
(5)												
(6)												
(7)												

**Part IV Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No
(1)									
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									

**Part V Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
<b>1</b> During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II–IV?		
<b>a</b> Receipt of <b>(i)</b> interest, <b>(ii)</b> annuities, <b>(iii)</b> royalties, or <b>(iv)</b> rent from a controlled entity . . . . .	<b>1a</b>	✓
<b>b</b> Gift, grant, or capital contribution to related organization(s) . . . . .	<b>1b</b>	✓
<b>c</b> Gift, grant, or capital contribution from related organization(s) . . . . .	<b>1c</b>	✓
<b>d</b> Loans or loan guarantees to or for related organization(s) . . . . .	<b>1d</b>	✓
<b>e</b> Loans or loan guarantees by related organization(s) . . . . .	<b>1e</b>	✓
<b>f</b> Dividends from related organization(s) . . . . .	<b>1f</b>	✓
<b>g</b> Sale of assets to related organization(s) . . . . .	<b>1g</b>	✓
<b>h</b> Purchase of assets from related organization(s) . . . . .	<b>1h</b>	✓
<b>i</b> Exchange of assets with related organization(s) . . . . .	<b>1i</b>	✓
<b>j</b> Lease of facilities, equipment, or other assets to related organization(s) . . . . .	<b>1j</b>	✓
<b>k</b> Lease of facilities, equipment, or other assets from related organization(s) . . . . .	<b>1k</b>	✓
<b>l</b> Performance of services or membership or fundraising solicitations for related organization(s) . . . . .	<b>1l</b>	✓
<b>m</b> Performance of services or membership or fundraising solicitations by related organization(s) . . . . .	<b>1m</b>	✓
<b>n</b> Sharing of facilities, equipment, mailing lists, or other assets with related organization(s) . . . . .	<b>1n</b>	✓
<b>o</b> Sharing of paid employees with related organization(s) . . . . .	<b>1o</b>	✓
<b>p</b> Reimbursement paid to related organization(s) for expenses . . . . .	<b>1p</b>	✓
<b>q</b> Reimbursement paid by related organization(s) for expenses . . . . .	<b>1q</b>	✓
<b>r</b> Other transfer of cash or property to related organization(s) . . . . .	<b>1r</b>	✓
<b>s</b> Other transfer of cash or property from related organization(s) . . . . .	<b>1s</b>	✓

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a–s)	(c) Amount involved	(d) Method of determining amount involved
YMCA OF THE EAST BAY SUPPORT FOUNDATION	D	400	FMV
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

**Part VI** **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512—514)	(e) Are all partners section 501(c)(3) organizations?		(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V—UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	
(1) .....													
(2) .....													
(3) .....													
(4) .....													
(5) .....													
(6) .....													
(7) .....													
(8) .....													
(9) .....													
(10) .....													
(11) .....													
(12) .....													
(13) .....													
(14) .....													
(15) .....													
(16) .....													

Schedule R (Form 990) 2022



**Part VII****Supplemental Information.** Provide additional information for responses to questions on Schedule R (see instructions).

Return Reference - Identifier	Explanation
SCHEDULE R, PART II, COLUMN (A) - PRIMARY ACTIVITY	THE YMCA OF THE EAST BAY SUPPORT FOUNDATION WAS ESTABLISHED UNDER INTERNAL REVENUE CODE SECTION 501(C)(3) TO SUPPORT THE CHARITABLE AND EDUCATIONAL ACTIVITIES OF THE YMCA BY PROVIDING SUPPORT FOR THE YMCA IN THE THREE FOCUS AREAS OF YOUTH DEVELOPMENT, HEALTHY COMMUNITIES AND SOCIAL RESPONSIBILITY.



## Program Piedmont Avenue Elementary School

**Strategy:** Comprehensive Afterschool Programs

**Annual Grant Funding:** \$80,000

**End-of-Year Profile  
FY2021-2022**

The YMCA of the East Bay partners with the Oakland Unified School District (OUSD) to provide a comprehensive afterschool program at Piedmont Elementary School. The afterschool program offers academic support and enrichment activities after school until 6 PM from Monday through Friday. The program serves a daily average of 90 and a total of 106 elementary school students from ages 6 to 12. Through the afterschool program, we strive for each child to succeed in school and in life.

### Program Score Card

These select performance measures were identified by program staff, OFCY and the evaluation team as indicative of programs' quality and success in working towards the strategic objectives for the Comprehensive Afterschool Programs strategy.

### Program Achievements: How much did we do?

Number of Youth Served	92
Average Daily Attendance (Q1-Q2)	54
Average Daily Attendance (Q3-Q4)	60

### Program Achievements: How well did we do it?

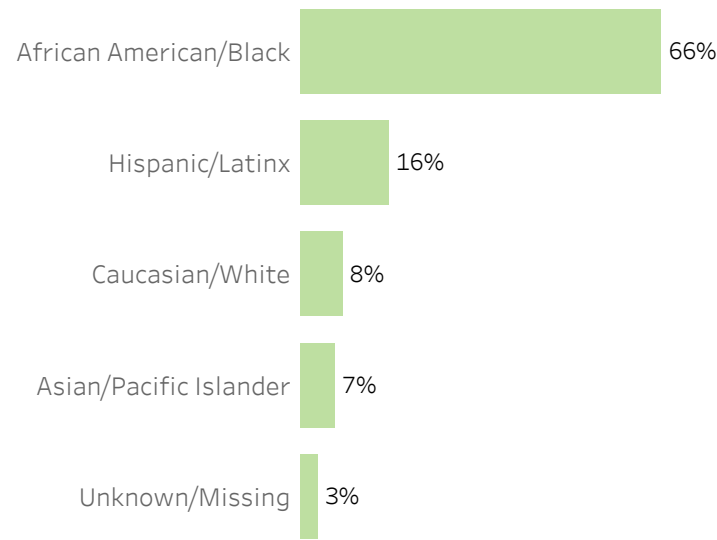
		Strategy Average (Elementary/K8 schools only)
<u>Progress Toward Projected Enrollment and Attendance</u>		
Progress towards projected number of youth served	111%	111%
Progress towards projected ADA (Q3-Q4 only)	73%	81%
<u>Percent of Youth in Agreement</u>		
I feel safe in this program.	91%	83%
There is an adult at this program who cares about me.	83%	81%
I am interested in what we do at this program.	70%	79%

### Participant Outcomes: Is anyone better off?

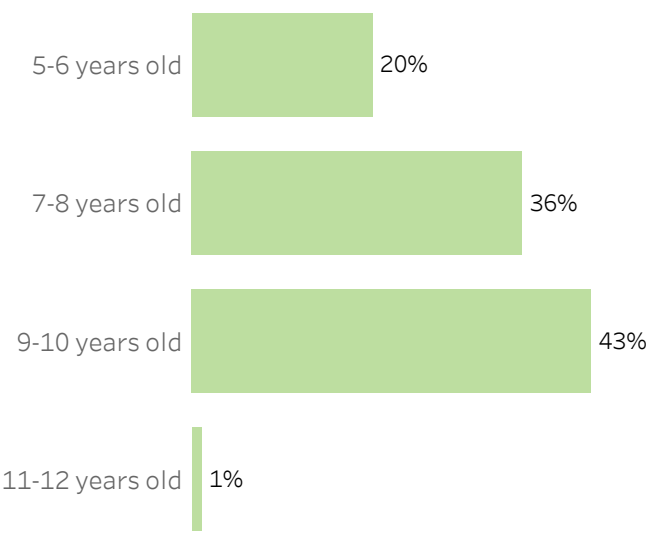
<u>Percent of Youth in Agreement</u>		
I learned how to do things in this program that help with my school work.	59%	80%
This program helps me feel more motivated to learn in school.	64%	72%

Youth Demographics Total Enrollment: 92

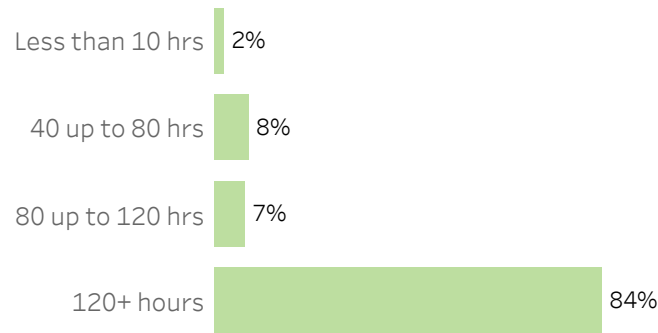
Race/Ethnicity



Age (as of first day of grant)



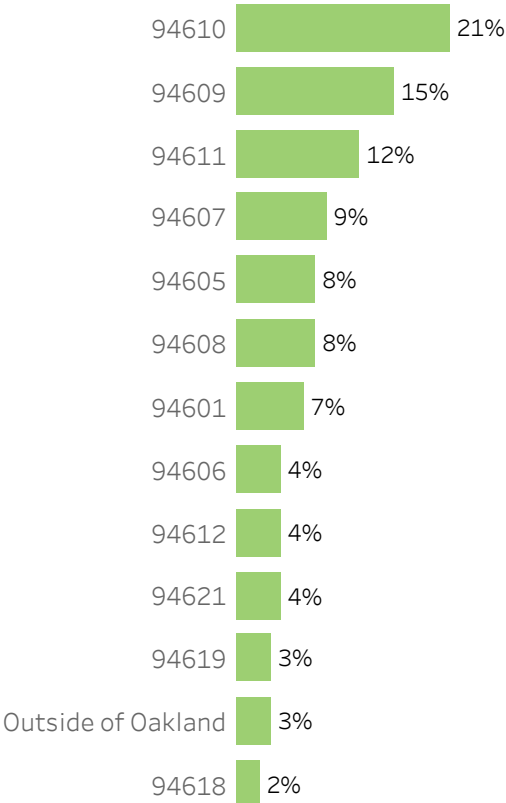
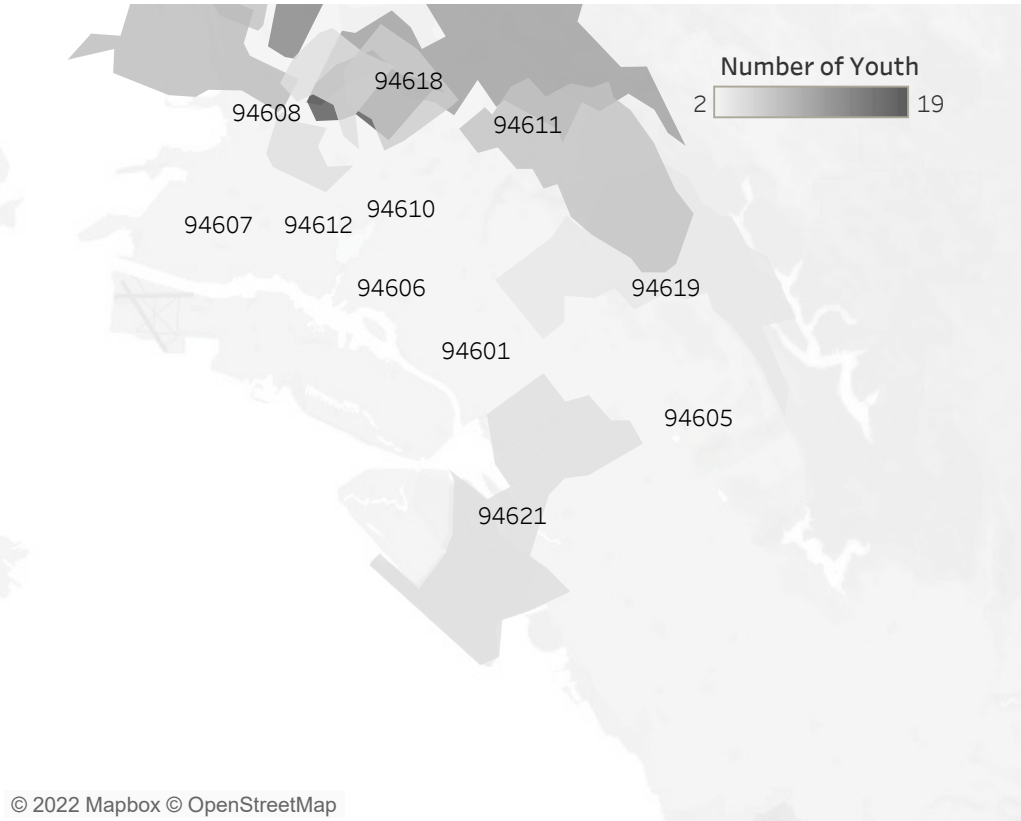
Hours of Program Attendance



Gender



Distribution of Participants by Zip Code



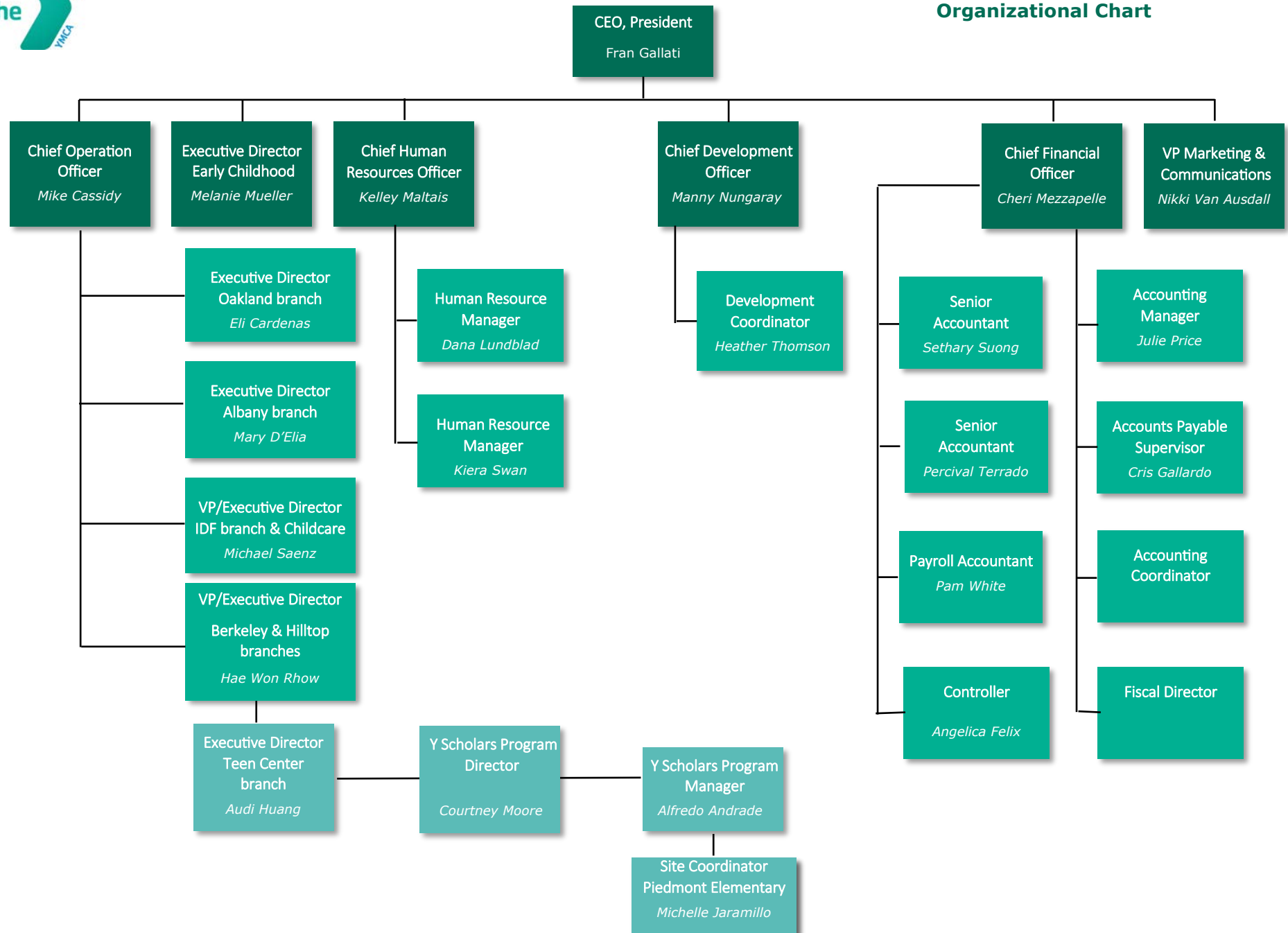
Youth Survey Results (Number of surveys collected: 36)												
General Youth Development Outcomes												
Outcome scores reflect how often youth agreed or strongly agreed with the questions mapped to each outcome. The strategy-level scores reflect all youth who completed surveys at 45 Comprehensive Afterschool Programs at Elementary/K8_schools (2,445). <b><u>Students in grades 3rd-5th did not respond to all questions.</u></b>												
Program Scores							Strategy-Level Scores					
Development and mastery of skills							88%					
Greater connections with adults							83%					
Improved goal setting							50%					
Increased confidence and self esteem							47%					
Increased sense of belonging							84%					
			Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree	Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree
Development and mastery of skills	At this program, I get the opportunity to talk about what I have learned.							5%	10%	22%	41%	22%
	In this program, I learned new information about a topic that interests me.							7%	9%	23%	40%	21%
	In this program, I try new things.	0%	3%	9%	62%	26%	3%	5%	9%	46%	38%	
Greater connections with adults	The adults in this program tell me what I am doing well.							3%	4%	23%	45%	25%
	There is an adult at this program who cares about me.	0%	6%	11%	17%	66%	3%	3%	13%	32%	50%	
	There is an adult in this program who notices when I am upset about something.							5%	4%	23%	36%	32%
Improved decision-making	Since coming to this program, I am better at saying 'no' to things I know are wrong.							3%	3%	34%	37%	23%
	Since coming to this program, I am better at staying out of situations that make me feel uncomfortable.							1%	7%	35%	36%	21%
Improved goal setting	In this program, I learned how to set goals and meet them.							3%	11%	24%	45%	17%
	This program helps me to think about the future.	6%	18%	26%	29%	21%	5%	7%	30%	35%	23%	
Increased confidence and self esteem	Since coming to this program, I feel I can make more of a difference.	3%	9%	41%	28%	19%	4%	5%	27%	39%	25%	
	Since coming to this program, I feel I have more control over things that happen to me.							3%	7%	30%	40%	20%
	Since coming to this program, I feel more comfortable sharing my opinion.						2%	11%	34%	31%	21%	
Increased sense of belonging and emotional wellness	I feel like I belong at this program.	0%	3%	13%	39%	45%	4%	3%	17%	39%	37%	
	I feel supported and respected at this program.						3%	5%	23%	43%	26%	
	This program helps me to get along with other people my age.							3%	9%	14%	42%	32%
	This program helps me to talk about my feelings.						8%	10%	34%	26%	23%	
	This program is a place where people care about each other.							4%	5%	28%	39%	25%
Program Quality Bellwethers	At this program, I feel comfortable talking with staff about my culture or background.	0%	9%	47%	24%	21%	5%	8%	21%	36%	29%	
	I am interested in what we do at this program.	0%	3%	27%	30%	39%	3%	4%	14%	40%	39%	
	I feel safe in this program.	0%	0%	9%	41%	50%	3%	2%	12%	38%	45%	

Youth Survey Results (Number of surveys collected: 36)											
Comprehensive Afterschool Programs Strategy Outcomes											
Outcome scores reflect how often youth agreed or strongly agreed with the questions mapped to each outcome. The strategy-level scores reflect all youth who completed surveys at 45 Comprehensive Afterschool Programs at Elementary/K8_schools (2,445). <b><u>Students in grades 3rd-5th did not respond to all questions.</u></b>											
Program Scores							Strategy-Level Scores				
Improved activity levels and physical wellness		71%					74%				
Increased academic engagement		63%					75%				
Increased persistence and resiliency		79%					81%				
Increased school connectedness		73%					77%				
		Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree	Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree
Improved activity levels and physical wellness	This program helps me be more active.	0%	3%	6%	38%	53%	3%	4%	12%	36%	46%
	This program helps me to learn how to be healthy.	6%	9%	32%	29%	24%	5%	7%	21%	39%	28%
Increased academic preparedness and engagement	Because of this program, I participate in more class discussions and activities at school.						5%	10%	34%	31%	19%
	I learned how to do things in this program that help with my school work.	0%	9%	31%	31%	28%	3%	4%	13%	39%	40%
	This program helps me feel more confident about going to college.						5%	10%	29%	30%	26%
	This program helps me feel more motivated to learn in school.	6%	6%	24%	36%	27%	4%	6%	19%	40%	32%
Increased persistence and resiliency	Because of this program, I am better able to handle problems and challenges that arise.						4%	10%	29%	38%	18%
	In this program, I have a chance to learn from my mistakes.	6%	3%	12%	36%	42%	3%	3%	13%	43%	38%
	Since coming to this program, I am better at something that I used to think was hard.						3%	8%	29%	32%	27%
Increased school connectedness	This program helps me feel happy to be at this school.						7%	8%	23%	33%	29%
	This program helps me to feel like a part of my school.	9%	3%	15%	36%	36%	3%	4%	15%	40%	37%
Increased school-day attendance	Because of this program, I attend school more regularly.						7%	17%	21%	28%	28%
	This program increased my desire to stay in school.						6%	10%	29%	33%	22%
Parent/Caregiver Survey Results							Strategy-Level Results (No. of Surveys Submitted: 1,558)				
No Surveys Submitted							Strongly Disagree	Disagree	Agree	Strongly Agree	
							2%	1%	18%	79%	
							2%	2%	23%	74%	
							2%	1%	24%	73%	
							2%	0%	19%	79%	
							2%	1%	23%	74%	
							2%	4%	29%	65%	
							2%	0%	22%	76%	
							2%	5%	28%	65%	



# YMCA OF THE EAST BAY

## Organizational Chart



CINCINNATI OH 45999-0038

In reply refer to: 0248188029  
Apr. 18, 2022 LTR 4168C 0  
94-1156635 000000 00

00019436

BODC: TE

**IRS 501(c)(3) LETTER and  
LETTER CERTIFYING TAX EXEMPT STATUS**

 YOUNG MENS CHRISTIAN ASSOCIATION OF  
THE EAST BAY  
2111 MARTIN LUTHER KING JR WAY  
BERKELEY CA 94704

Employer ID number: 94-1156635  
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Apr. 07, 2022, about your tax-exempt status.

We issued you a determination letter in January 1943, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

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

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

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



0248188029  
Apr. 18, 2022 LTR 4168C 0  
94-1156635 000000 00  
00019437

YOUNG MENS CHRISTIAN ASSOCIATION OF  
THE EAST BAY  
2111 MARTIN LUTHER KING JR WAY  
BERKELEY CA 94704

time).

Thank you for your cooperation.

Sincerely yours,

*Warren R. Burton*

Warren R. Burton, Operations Mgr  
Accounts Management Operations 1



# Choice IV Commercial Checking

Account number: 635620131 ■ June 1, 2024 - June 30, 2024 ■ Page 1 of 7



YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF THE EAST BAY  
4300 LAKESIDE DR  
RICHMOND CA 94806-5717

### Questions?

Call your Customer Service Officer or Client Services  
1-800-AT WELLS (1-800-289-3557)  
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: [wellsfargo.com](https://wellsfargo.com)

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

## Account summary

### Choice IV Commercial Checking

Account number	Beginning balance	Total credits	Total debits	Ending balance
635620131	\$2,663,527.68	\$8,358,712.77	-\$8,918,749.08	\$2,103,491.37

### Credits

#### Deposits

Effective date	Posted date	Amount	Transaction detail
	06/03	150,136.88	Wholesale Lockbox Deposit Los Angeles Box 399388 Deposit 1
	06/10	2,000.00	Wholesale Lockbox Deposit Los Angeles Box 399388 Deposit 1
	06/17	162,269.71	Wholesale Lockbox Deposit Los Angeles Box 399388 Deposit 1
		\$314,406.59	Total deposits

#### Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	06/03	366.34	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/03	791.00	City of Berkeley Payrl Dedn Jun 24 xxxxx6635 Berkeley Ymca
	06/03	40,919.62	Desktop Check Deposit
	06/03	1,000,000.00	Online Transfer Transfer From Cust CC to Ops 1000000 Ref #Bb0Nfk7T8J
	06/04	30.00	Post Verify Deposit
	06/04	784.89	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/04	826.55	Post Verify Deposit
	06/04	2,227.00	Post Verify Deposit
	06/04	4,152.00	Post Verify Deposit
	06/04	4,617.00	Post Verify Deposit
	06/04	17,218.75	Triple 'E' Totz, ACH Pmt 240604 11133713892 June 2024 Mortgage Interest Payment
	06/04	100,000.00	Online Transfer Transfer From Cust CC to Ops 100000 Ref #Bb0Nftrxjc
	06/05	976.02	Uc Berkeley Direct Pay 240603 0000423879 0000Ymca - Downtown Be
	06/05	88,076.43	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/05	1,000,000.00	Wells Fargo Bank Trade DDA 060524 1Bc0274415 Cac 1000000 99Promd08000 Institutional Insured Li

*Electronic deposits/bank credits (continued)*

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	06/05	1,100,000.00	Online Transfer Transfer From Eci to Ops 1100000 Ref #Bb0Ng5Kk6K
	06/06	230.00	Aveannahealthllc Payables Sup-0022072 15*115*0\Ref*Vv**20242\Dtm*003*20240401\SE*13*000
	06/06	688.64	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/07	245.80	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/07	1,412.80	Post Verify Deposit
	06/07	43,758.41	Berkcommschola Aprpr 240607 Ymca April Payroll
	06/10	471.17	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/10	8,267.85	Desktop Check Deposit
	06/10	100,000.00	Online Transfer Transfer From Cust CC to Ops 100000 Ref #Bb0Nhw5Xt
	06/10	500,000.00	Wells Fargo Bank Trade DDA 061024 1Bc0274415 Cac 500000 99Promd08000 Institutional Insured Liq
	06/11	1,129.20	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/12	2,140.45	Ymca of East Bay Refund 240611 You1010 Ymca of East Bay
	06/12	13,097.03	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/12	500,000.00	Wells Fargo Bank Trade DDA 061224 1Bc0274415 Cac 500000 99Promd08000 Institutional Insured Liq
	06/13	438.20	Desktop Check Deposit
	06/13	1,527.60	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/13	1,867.73	Desktop Check Deposit
	06/13	2,787.50	Desktop Check Deposit
	06/14	715.34	Community Child AP AR Pmt Ymca8 0000Young Mens Chris
	06/14	1,106.67	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/14	1,853.84	Community Child AP AR Pmt Ymca7 0000Young Mens Chris
	06/14	100,000.00	Online Transfer Transfer From Cust CC to Ops 100000 Ref #Bb0Njzhd29
	06/17	141.26	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/18	772.00	Children of SF EDI Paymts 526774 Ymca of The East Bay -
	06/18	2,410.40	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/18	28,000.00	Universal Music 1020687832 4US1C0032055374 Young Mens Christian A
	06/20	115.00	Aveannahealthllc Payables Sup-0022072 30\GE*1*1\lea*1*000000001\
	06/20	732.54	The Davis Street Payments Jun 20 Ymca-Cv Rmr*IV*3586-10255*Pi*732.54
	06/20	738.61	Cocokids, Inc. EDI Pymts 1030307 Ymca of The East Bay
	06/20	738.61	Cocokids, Inc. EDI Pymts 1030230 Ymca of The East Ba
	06/20	738.61	Cocokids, Inc. EDI Pymts 1030758 Ymca of The East Bay
	06/20	749.97	Cocokids, Inc. EDI Pymts 1030804 Ymca of The East Bay
	06/20	1,413.25	The Davis Street Payments Jun 20 Ymca - Mashall Rmr*IV*3671-10255*Pi*1413.25
	06/20	2,522.50	Cocokids, Inc. EDI Pymts 1030764 Ymca of The East Ba
	06/20	60,618.59	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/20	300,000.00	Online Transfer Xfer Excess Cash IN CC to Ops Ref #Bb0Nlsx8Yj
	06/20	1,500,000.00	Online Transfer Xfer From Eci to Ops Ref #Bb0Nlswtsg
	06/21	702.64	The Davis Street Payments SD1300 Ymca-Cv Rmr*IV*3586-10256*Pi*702.64
	06/21	1,263.50	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/24	228.98	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/24	373.61	Hively Payments Castro Valley Ymca of The East Bay
	06/24	470.49	Ymca of East Bay Refund 240621 You1010 Ymca of East Bay
	06/24	732.54	Hively Payments James Leitch Ymca of The East Bay
	06/24	2,174.93	Hively Payments Patterson Ymca of The East Bay
	06/24	2,869.00	Post Verify Deposit

*Electronic deposits/bank credits (continued)*

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	06/24	500,000.00	Wells Fargo Bank Trade DDA 062424 1Bc0274415 Cac 500000 99Promd08000 Institutional Insured Liq
	06/25	738.61	Cocokids, Inc. EDI Pymts 1031597 Ymca of The East Bay
	06/25	1,131.50	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/25	1,477.22	Cocokids, Inc. EDI Pymts 1031515 Ymca of The East Bay
	06/25	1,557.21	Cocokids, Inc. EDI Pymts 1031596 Ymca of The East Ba
	06/25	2,111.22	Cocokids, Inc. EDI Pymts 1031590 Ymca of The East Ba
	06/25	4,057.07	Desktop Check Deposit
	06/25	7,842.20	Post Verify Deposit
	06/25	250,000.00	Online Transfer Transfer From Cust CC to Ops 250000 Ref #Bb0Nnbkvgm
	06/26	17,243.93	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/26	500,000.00	Online Transfer Transfer From Eci to Ops 500000 Ref #Bb0Nnn2x52
	06/27	48.25	National Cou8534 Ymca-USA 252 NTE*May 2024 Online Donation for Branch# 0256 Alb
	06/27	161.34	Premier Healthca Payment 240626 240626710289 Ymca Camp Loma Mar
	06/27	333.50	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/28	617.30	Ymca of th CR Offset 1xxxxx6635 Credit Offset for Processed Debits
	06/28	726.24	Ymca of East Bay Refund 240627 You1010 Ymca of East Bay
	06/28	1,395.00	Language Studies Lsi Bills Ref*IV*6100*6100\
	06/28	1,957.44	Desktop Check Deposit
	06/28	3,993.00	Desktop Check Deposit
	06/28	197,684.29	Desktop Check Deposit
		\$8,044,306.18	Total electronic deposits/bank credits
		\$8,358,712.77	Total credits

## Debits

## Electronic debits/bank debits

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	06/03	287.50	Cusref=None Wfbref=Is0002516 Oth Actref=Actref11369460 Issuance Intl Trade Fees
	06/03	3.42 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/03	17.00 <	Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	06/03	24,323.23	Interest Payment Customer# 0682772123 Obligation# 0000000166
	06/03	1,500,000.00	Wells Fargo Bank Trade DDA 060324 1Bc0274415 Cac 1500000 99Promd08000 Institutional Insured Li
	06/04	58.07 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/05	27,286.58	ACH Prep Origintn - Ymca of The East - File 0941347393 Coid 2941156635
	06/05	260.00 <	Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	06/05	2,341.07	Vision Service P EDI/ACH 1404283627 Rmr*IV*1404283627**2341.07\
	06/05	36,191.75 <	Business to Business ACH Debit - Ymca of The USA Fs Dues 0252 Ymca of The East Bay
	06/05	248,896.57	Ccpmt (1838.93449)

*Electronic debits/bank debits (continued)*

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	06/05	750,000.00	Wells Fargo Bank Trade DDA 060524 1Bc0274415 Cac 750000 99Promd08000 Institutional Insured Liq
	06/06	16,645.43	Liif Quarterly Note A/B Interest Payments
	06/06	155.00 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/07	560,830.79	WT Fed#04274 Bank of America, N /Drw/Bnf=Kronos Saashr Inc Srf# 2024060700268185 Trn#240607038609 Rfb# Be1Hvbir67O99x6
	06/07	1,539,961.34	WT Fed#04017 Bank of America, N /Drw/Bnf=Kronos Saashr Inc Srf# 2024060700266050 Trn#240607037517 Rfb# 4B1Hvd2Vfeqht83
	06/07	1,786.50 <	Business to Business ACH Debit - Kronos Saashr IN Cb4E767E1A C41Hbm2F31Vkpba Young Man's Christian
	06/07	1,873.68	Navia Benefit So Flexible B 240606 Yeb Ymca of The East Bay
	06/07	2,508.44 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/10	24.52 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/10	100.00 <	Business to Business ACH Debit - Navia Benefit So Flexible B 240607 Yeb Ymca of The East Bay
	06/10	296.40 <	Business to Business ACH Debit - Navia Benefit So Flexible B 240607 Yeb Ymca of The East Bay
	06/11	1,171.15	Client Analysis Svc Chrg 240610 Svc Chge 0524 000000635620131
	06/11	37.00 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/11	154,749.05	Ymcaretire Cons Coll 240611 0252 Berkeley-Albany Ymca
	06/12	500,000.00	Online Transfer Transfer From Ops to Eci 500000 Ref #Bb0NJ9Z678
	06/12	200.00 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/12	168,545.83	Ymcaretire Cons Coll 240612 0252 Berkeley-Albany Ymca
	06/13	360.50 <	Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	06/14	384.77	Navia Benefit So Flexible B 240613 Yeb Ymca of The East Bay
	06/14	551.80 <	Business to Business ACH Debit - Ymca of th Dr Offset 1xxxxx6635 Debit Offset for Processed Credits
	06/17	245.55 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/18	830.00 <	Business to Business ACH Debit - Daxko LLC ACH 8777294786 240617 1690001423 Berkeley Albany Ymca
	06/18	875.00 <	Business to Business ACH Debit - Daxko LLC ACH 8777294786 240617 1690001916 Berkeley Albany Ymca
	06/18	16,831.64 <	Business to Business ACH Debit - Daxko LLC ACH 8777294786 240617 1690000985 Berkeley Albany Ymca
	06/20	107.00 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/21	462.73	Navia Benefit So Flexible B 240620 Yeb Ymca of The East Bay
	06/21	1,159.55 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/24	456.46 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/25	461,969.00	WT Fed#03737 Bank of America, N /Drw/Bnf=Kronos Saashr Inc Srf# 2024062500286039 Trn#240625038769 Rfb# E31V0Cv73J0G12S

*Electronic debits/bank debits (continued)*

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	06/25	1,345,665.18	WT Fed#03538 Bank of America, N /Drw/Bnf=Kronos Saashr Inc Srf# 2024062500280704 Trn#240625036794 Rfb# 581V0Bdsrg7Ft4Q
	06/25	1,423.78 <	Business to Business ACH Debit - Kronos Saashr IN E73C7324B0 621UGM8C8Xz401M Young Man's Christian
	06/25	30,296.29 <	Business to Business ACH Debit - Sage Intacct Inc Sageintacc 240625 C11520 Ymca of The East Bay
	06/26	50.00	Mutual of Americ Mutualofam 0620 20240430.Y90951 905512Berkeley-Albany
	06/26	50.00	Mutual of Americ Mutualofam 0620 20240515.Y93157 905512Berkeley-Albany
	06/26	50.00	Mutual of Americ Mutualofam 0620 20240531.Y95386 905512Berkeley-Albany
	06/26	50.00	Mutual of Americ Mutualofam 0620 20240615.Y97499 905512Berkeley-Albany
	06/26	350.50 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/26	700.00	Navia Benefit So Flexible B 240625 Yeb Ymca of The East Bay
	06/26	19,356.73 <	Business to Business ACH Debit - Blackbaud AR ACH AR Invoice 905181 Ymca of The East Bay
	06/27	996.00 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/28	611.83	Navia Benefit So Flexible B 240627 Yeb Ymca of The East Bay
	06/28	791.74 <	Business to Business ACH Debit - Ymca of th Rtn Item 1xxxxx6635 Chargeback for Returned Debits
	06/28	895.70	Sutter Health Sweb Pymnt xxxxx6577 Cris Gallardo
	06/28	50,145.10	Sutter Health Sweb Pymnt xxxxx4522 Cris Gallardo
		\$7,474,217.17	Total electronic debits/bank debits

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

## Checks paid

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
12704	8,152.65	06/28	12742*	3,818.93	06/10	12764	2,140.45	06/14
12705	1,080.93	06/04	12743	1,461.54	06/07	12766*	1,303.15	06/27
12707*	390.26	06/03	12744	3,014.40	06/10	12770*	541.93	06/28
12715*	211.29	06/04	12745	1,350.50	06/10	12771	1,636.91	06/24
12717*	247.20	06/12	12746	838.69	06/07	12773*	511.58	06/24
12721*	402.22	06/03	12747	771.93	06/10	12774	1,456.00	06/25
12722	604.95	06/03	12748	1,565.50	06/07	12775	1,535.92	06/21
12723	670.76	06/04	12749	1,800.10	06/10	12781*	1,205.22	06/28
12724	1,401.02	06/03	12750	262.91	06/11	12784*	4,581.23	06/26
12725	113.41	06/03	12751	1,413.12	06/11	12785	819.86	06/26
12726	909.29	06/03	12752	1,675.01	06/07	12786	760.62	06/27
12727	570.31	06/05	12753	1,626.82	06/10	12788*	265.43	06/27
12729*	13,821.59	06/03	12754	869.33	06/07	12789	80.96	06/27
12730	383.16	06/03	12755	879.48	06/10	12790	766.16	06/28
12734*	2,726.29	06/12	12757*	83.03	06/10	222431*	17,500.00	06/17
12735	884.35	06/10	12758	302.54	06/10	222485*	3,675.00	06/04
12736	680.68	06/10	12759	649.35	06/12	222499*	4,961.00	06/18
12737	4,079.17	06/13	12760	640.41	06/11	222507*	391.86	06/10
12738	946.52	06/07	12762*	674.67	06/12	222514*	64.00	06/05
12739	232.08	06/07	12763	568.64	06/17	222522*	460.00	06/11

*Checks paid (continued)*

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
222590*	6,112.67	06/04	222680	1,122.36	06/06	222745	1,593.00	06/21
222621*	921.00	06/04	222681	6,472.79	06/06	222746	236.00	06/17
222622	556.00	06/07	222682	679.60	06/07	222747	181.25	06/14
222623	3,617.05	06/05	222683	12,561.99	06/07	222748	53,863.36	06/14
222624	314.08	06/04	222684	226.14	06/27	222749	15,950.00	06/20
222626*	25,354.89	06/18	222685	186.00	06/10	222750	178.70	06/18
222627	276.00	06/14	222686	453.48	06/07	222751	6,210.30	06/17
222628	500.00	06/03	222687	4,735.81	06/10	222752	2,677.50	06/14
222630*	137,188.07	06/03	222688	382.86	06/07	222754*	750.00	06/24
222631	137,657.71	06/03	222689	219.33	06/13	222755	2,613.78	06/17
222632	89,407.98	06/03	222690	404.52	06/10	222756	6,860.38	06/21
222633	2,210.93	06/04	222691	139.54	06/11	222757	1,740.08	06/17
222634	138.00	06/06	222692	342.56	06/07	222758	4,655.29	06/17
222635	7,463.50	06/07	222693	21.92	06/05	222759	5,258.06	06/17
222637*	765.00	06/05	222695*	632.85	06/06	222760	88.40	06/17
222639*	236.00	06/03	222697*	45.72	06/07	222761	14,650.00	06/28
222640	61,477.35	06/04	222699*	73.53	06/05	222762	900.00	06/18
222641	10.45	06/03	222700	925.00	06/10	222763	7,231.30	06/17
222642	2,400.00	06/03	222701	164.89	06/13	222764	2,538.97	06/14
222643	22,979.07	06/03	222702	576.00	06/18	222765	1,387.23	06/25
222644	1,197.07	06/04	222703	6,791.48	06/11	222766	251.24	06/17
222645	700.62	06/04	222704	63,242.50	06/03	222767	9,340.65	06/24
222647*	491.00	06/03	222705	243.12	06/06	222768	480.77	06/14
222648	40,305.30	06/04	222706	285.55	06/10	222769	2,569.43	06/17
222650*	1,685.57	06/03	222708*	3,808.00	06/05	222770	101.00	06/17
222651	7,137.00	06/03	222717*	396.90	06/12	222771	1,195.77	06/20
222652	7,197.64	06/03	222718	4,597.21	06/10	222772	1,212.44	06/14
222653	3,947.08	06/03	222719	57.16	06/18	222773	4,021.84	06/17
222655*	142.64	06/03	222720	3,407.18	06/05	222774	8,642.15	06/20
222656	153.06	06/03	222721	2,633.69	06/20	222775	860.00	06/21
222657	300.00	06/05	222722	1,201.67	06/17	222777*	979.50	06/24
222658	642.50	06/04	222723	14,651.80	06/17	222778	304.00	06/25
222659	3,430.00	06/05	222725*	450.00	06/14	222779	10.50	06/21
222660	12,180.00	06/10	222726	2,187.64	06/20	222780	128.98	06/20
222661	27.00	06/03	222727	109.00	06/14	222781	183.41	06/24
222663*	9,000.00	06/07	222728	14,256.11	06/14	222782	6,260.00	06/24
222666*	9,000.00	06/17	222729	12,388.77	06/20	222783	1,400.00	06/20
222667	13,189.00	06/06	222730	188.08	06/17	222784	2,942.56	06/20
222668	840.00	06/07	222731	116.41	06/17	222786*	19,312.00	06/21
222669	41.57	06/06	222732	190.00	06/24	222787	98.12	06/25
222670	979.50	06/07	222733	6,329.00	06/17	222788	539.12	06/21
222671	569.31	06/26	222734	212.82	06/20	222789	2,300.00	06/20
222672	4,320.15	06/05	222737*	4,600.00	06/20	222790	185.00	06/21
222673	255.26	06/06	222738	27,752.15	06/21	222791	47.95	06/21
222674	60.64	06/10	222739	200.00	06/14	222792	44.72	06/21
222675	2,042.97	06/05	222740	2,595.00	06/17	222794*	2,154.31	06/25
222676	9,699.51	06/07	222741	2,085.37	06/17	222796*	2,162.35	06/21
222677	1,462.23	06/06	222742	13,456.73	06/14	222797	29,369.30	06/24
222678	24,768.00	06/20	222743	2,250.56	06/14	222798	1,052.50	06/21
222679	446.72	06/06	222744	11,554.00	06/14	222799	14,734.92	06/21

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*Checks paid (continued)*

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
222801*	846.14	06/21	222805	3,569.76	06/20	222819*	1,120.00	06/28
222802	33,935.00	06/24	222806	123.00	06/21	222822*	8,977.05	06/28
222803	4,237.79	06/20	222807	116,865.30	06/24	222825*	5,250.00	06/28
222804	10,663.00	06/21	222808	16,110.87	06/21	222832*	4,551.68	06/28
			\$1,444,531.91			Total checks paid		

\* Gap in check sequence.

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 \$8,918,749.08    Total debits
 

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*Daily ledger balance summary*

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
05/31	2,663,527.68	06/11	1,205,397.16	06/21	2,776,667.51
06/03	1,838,681.70	06/12	1,047,194.40	06/24	3,083,038.95
06/04	1,848,960.32	06/13	1,048,991.54	06/25	1,507,200.07
06/05	2,950,616.69	06/14	1,046,083.68	06/26	1,997,866.37
06/06	2,910,731.00	06/17	1,119,036.41	06/27	1,994,777.16
06/07	798,593.87	06/18	1,099,654.42	06/28	2,103,491.37
06/10	1,369,932.62	06/20	2,880,757.17		
Average daily ledger balance		\$1,816,801.83			



Job Title: Group Leader  
FLSA Status: Non-Exempt  
Reports to:  
Leadership Level: Leader

Job Code:  
Job Grade:  
Revision Date: 7-12-2018

#### POSITION SUMMARY:

These general functions will be carried out in keeping with the Goals, Policies and Mission of the YMCA of the East Bay. The Group Leader will actively supervise students to ensure their physical and emotional safety. They will plan and lead daily activities that are meaningful, culturally relevant and engaging for all **students. Activities may include but aren't limited to:** homework help, data driven academic skill building, STEAM (Science, Technology, Engineering, Art, Math), English language arts, structured physical activities and/or sports and visual and performing arts. Group leaders maintain positive relationships with all stakeholders and participate in creating a high-quality program based on proven methods, district goals and the YMCA core values: honesty, respect, responsibility and caring.

#### ESSENTIAL FUNCTIONS:

1. Actively supervise all students, at all times in order to ensure physical and emotional safety for all participants.
2. Actively engage a group of youth by planning and implementing program activities that are developmentally appropriate, culturally relevant, meaningful, and consistent with YMCA core values.
3. Maintain accurate attendance records.
4. Participate in and help plan program events and culminating activities.
5. Work cooperatively with all staff to ensure program quality, safety, cleanliness and accident prevention standards are met.
6. Submit for review and approval to Supervisor: written curriculum overviews and lesson plans for all activities that are aligned with student needs and interests and program, school and district goals. Work with school site teachers and principals to link ELP activities to school day curriculum.
7. Provide homework assistance and academic skill building instruction when required.
8. Proactively communicate with supervisor regarding all program operations including student academic progress, behavior and injuries.
9. Follow YMCA policies and procedures, including those related to child abuse prevention, dress code, cell phone use, campus safety as well as medical and non-medical emergencies.
10. Attend and actively participates in staff meetings as required.
11. Build and maintain positive relationships with all stakeholders (students, parents, and school day staff as well as district personnel) and other YMCA staff. Model relationship building skills in all interactions including conflict resolution.
12. Use appropriate and consistent discipline methods that reinforce positive behaviors in an age appropriate manner.
13. Demonstrate sound judgment and professionalism in all interactions, including punctuality, flexibility, conflict resolution, adherence to deadlines and confidentiality.
14. Fulfill other job duties as assigned.



#### WORK ENVIRONMENT & PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Sufficient strength, agility and mobility to perform essential functions of position and to supervise program activities
- Must occasionally lift up to 30 lbs
- Frequent bending & standing
- Able to walk for long periods of time
- Visual ability to clearly monitor activities in both indoor and outdoor settings
- Mobility to quickly respond to emergencies

#### LEADERSHIP COMPETENCIES:

- Inclusion
- Communication and Influence
- Emotional Maturity

#### QUALIFICATIONS:

- Must have (a) 48 semester college units, or (b) successful completion of the Instructional Aid (IA) Exam
- Experience working with youth in a similar environment preferred
- Demonstrate a love of working with youth and an interest in being a positive role-model for others
- Ability to relate effectively to diverse groups of people from all social and economic segments of the community
- Must have general knowledge of core elementary and middle school subjects
- Must possess strong classroom and behavioral management skills
- Must be able to work independently and as part of a team
- Must pass DOJ/FBI criminal background check
- TB Test Clearance
- At least 18 years of age
- CPR, First Aid, AED certifications and Child Abuse Prevention training within 30 days of hire date

#### SIGNATURE:

I have read and understand the responsibilities listed above. By my signature below, I verify that I have the qualifications for the job and am able to perform these functions.

---

Employee's name

---

Employee's signature

Today's date: \_\_\_\_\_

Job Title: Expanded Learning Program Site Coordinator  
FLSA Status: Non-Exempt  
Reports to: Manager of Expanded Learning Programs  
Leadership Level: Team Leader

Job Code:  
Job Grade:  
Revision Date: 6-27-2018

#### POSITION SUMMARY:

These general functions will be carried out in keeping with the Goals, Policies and Mission of the YMCA of the East Bay. The Expanded Learning Program (ELP) Site Coordinator will supervise staff, coordinate daily activities, maintain positive relationships with all stakeholders and, complete reports for the Expanded Learning Program. They are to ensure physical and emotional safety for all participants. They will oversee and be responsible for creating a high-quality program based on proven methods, district goals and YMCA core values: honesty, respect, responsibility and caring.

#### ESSENTIAL FUNCTIONS:

- Supervises and engages Group Leaders, ensuring they are planning and implementing program activities that are culturally relevant, developmentally appropriate, aligned with students needs and interests, and consistent with YMCA values, with a focus on academic achievement and healthy living.
- Creates daily program schedule and yearly calendar with community events and culminating activities.
- Maintains accurate participation and meal records. Maintains all program records for **Categorical Program Monitoring (CPM) audits by the state of California's Department of Education (CDE)** and the West Contra Costa Unified school district (WCCUSD).
- Ensures program meets grant requirements and follows all district guidelines. Creates daily program schedule and yearly calendar with community events and culminating activities.
- Is a leader on campus, creating a seamless program and becoming an integral part of campus operations.
- Ensures program is fully staffed and maintains a 20:1 ratio at all times.
- Attends and actively participates in monthly WCCUSD ELP staff development meetings and actively participates in and completes all program improvement processes.
- Work with school site teachers and principals to link ELP activities to school day curriculum in order to support district academic goals for all students.
- When necessary, tutor and instruct students in the areas of language arts, mathematics and reading.
- Maintain written lesson plans of activities each week that align with school day learning models along with daily activity logs.
- Attend and hold weekly staff meetings as required.
- Uses appropriate and consistent discipline methods that reinforce positive behaviors in an age appropriate manner.
- Ensures YMCA policies and procedures are followed, including those related to medical and disciplinary situations, child abuse prevention, dress code, cell phone use, and emergencies.
- Builds and maintains positive relations with all stakeholders (students, parents, school day staff and admin as well as district personnel) and other YMCA staff and maintains confidentiality.
- Models relationship building skills in all interactions including conflict resolution.
- Proactively communicates with supervisor on all program operations and issues as required.
- Demonstrates sound judgment and professionalism in all interactions and meets all deadlines.
- Fulfill other job duties as assigned

#### WORK ENVIRONMENT & PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Sufficient strength, agility and mobility to perform essential functions of position and to supervise program activities
- Must occasionally lift up to 30 lbs
- Frequent bending & standing
- Able to walk for long periods of time
- Visual ability to clearly monitor activities in both indoor and outdoor settings
- Mobility to quickly respond to emergencies

#### LEADERSHIP COMPETENCIES:

- Program or Project Management
- Developing Self and Others
- Inclusion
- Communication and Influence
- Emotional Maturity

#### QUALIFICATIONS:

- 48 semester college units, or successful completion of the Instructional Aid (IA) Exam
- 2 years of previous experience working in a professional child care or school age program
- 1 year of previous supervisory experience
- General knowledge of core elementary and middle school subjects
- Strong classroom and behavioral management skills
- Ability to work independently and as part of a team
- Pre-employment TB clearance
- DOJ/FBI criminal record clearance
- Ability to relate effectively to diverse groups of people from all social and economic segments of the community and serve as a positive role model
- Proficiency in Microsoft Outlook and other computer programs necessary to perform the duties of the job
- CPR, First Aid, AED certifications and Child Abuse Prevention training within 30 days of hire date
- Must be 18 years of age

#### SIGNATURE:

I have read and understand the responsibilities listed above. By my signature below, I verify that I have the qualifications for the job and am able to perform these functions.

---

Employee's name

---

Employee's signature

Today's date: \_\_\_\_\_

0248188029  
Apr. 18, 2022 LTR 4168C 0  
94-1156635 000000 00  
00019437

YOUNG MENS CHRISTIAN ASSOCIATION OF  
THE EAST BAY  
2111 MARTIN LUTHER KING JR WAY  
BERKELEY CA 94704

time).

Thank you for your cooperation.

Sincerely yours,

*Warren R. Burton*

Warren R. Burton, Operations Mgr  
Accounts Management Operations 1



# Secretary of State Certificate of Status

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

Entity Name: YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY  
Entity No.: 0059522  
Registration Date: 12/28/1909  
Entity Type: Nonprofit Corporation - CA - Public Benefit  
Formed In: CALIFORNIA  
Status: Active

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

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

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 09, 2024.

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

Certificate No.: 226927937

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](https://bizfileOnline.sos.ca.gov).

## YMCA of the East Bay Board of Directors Directory

Committee	First Name	Last Name	Title	Company	E-mail	Notes
F/RE EXEC	Amy	Briggs	Partner	Farella Braun + Martel	<a href="mailto:abriggs@fbm.com">abriggs@fbm.com</a>	
	Matthew	Burrows	General Counsel	SF Bay Area Rapid Transit District (BART)	<a href="mailto:mburrow@bart.gov">mburrow@bart.gov</a>	Secretary
F/RE	Allen	Carr	Alternative Investments Director	Franklin Templeton Investments	<a href="mailto:allen.carr@franklintempleton.com">allen.carr@franklintempleton.com</a> cc: <a href="mailto:allen.carr@comcast.net">allen.carr@comcast.net</a>	
EXEC, DEI	Kai	Carter	Director	The David & Lucile Packard Foundation	<a href="mailto:kaicarter@alumni.brown.edu">kaicarter@alumni.brown.edu</a>	Chair
F/RE	David	Deutscher	President/CEO (Retired)	Deutscher Properties Corp.	<a href="mailto:dldeutscher@yahoo.com">dldeutscher@yahoo.com</a> <a href="mailto:david@dpccommercial.com">david@dpccommercial.com</a>	
F/RE	Eric	Eisenberg	Owner	BrightStar Care of SF	<a href="mailto:eric.eisenberg@brightstarcare.com">eric.eisenberg@brightstarcare.com</a>	
EXEC, F/RE	Craig	Fendel	VP/Relationship Manager (Retired)	City National Bank	<a href="mailto:ccfendel@gmail.com">ccfendel@gmail.com</a>	Treasurer
EXEC	Jack	Gardner	CEO & Board Chair	The John Stewart Company	<a href="mailto:jgardner@jsco.net">jgardner@jsco.net</a>	
F/RE	Seth	Hamalian	Managing Principal	Misison Bay Development Group, LLC	<a href="mailto:shamalian@mbaydevelopment.com">shamalian@mbaydevelopment.com</a>	
ECI	Renee	Herzfeld	CEO	Community Child Care Council (4Cs) of Alameda County	<a href="mailto:reeneh@4c-alameda.org">reeneh@4c-alameda.org</a> cc: <a href="mailto:alysac@4c-alameda.org">alysac@4c-alameda.org</a>	
ECI	Kenneth	Kuchman	Executive Director	Bernard E. & Alba Witkin Charitable Foundation	<a href="mailto:kkuchman@witkinfoundation.org">kkuchman@witkinfoundation.org</a>	
AUD, F/RE	Jesse	Nelson	Senior Vice President, Regional Market Director	Alexandria Real Estate Equities, Inc.	<a href="mailto:jnelson@are.com">jnelson@are.com</a>	
EXEC, PHIL	Tom	Ratcliff	Building Contractor	Self-Employed	<a href="mailto:thomastratcliff@gmail.com">thomastratcliff@gmail.com</a>	
PHIL	Charles (Chaud)	Richards	Senior Counsel	Netzel Grigsby Associates	<a href="mailto:crichards@netzelgrigsby.com">crichards@netzelgrigsby.com</a>	
ECI	Karina	Rivera	Public Affairs	Alameda Alliance for Health	<a href="mailto:krivera60130@gmail.com">krivera60130@gmail.com</a>	
EXEC, PHIL	Leslie	Schibsted	Campaign Director	University of California, Berkeley	<a href="mailto:lschibsted@berkeley.edu">lschibsted@berkeley.edu</a>	
FDN, PHIL	Darrell	Sooy	Emeritus Partner	Weintraub Tobin	<a href="mailto:dsooy@weintraub.com">dsooy@weintraub.com</a>	
F/RE	Scott	Stafford	Founding Partner	Strada Investment Group	<a href="mailto:scottjstafford@gmail.com">scottjstafford@gmail.com</a>	
EXEC, DEI	Janet	Tam	Principal and Co-Owner	Noll & Tam Architects	<a href="mailto:janet.tam@nollandtam.com">janet.tam@nollandtam.com</a>	
EXEC	Nailah	Thompson, Dr.	Program Director, GME lead for EID, Primary Care Physician, Elected Director to TMPG Board of Directors	The Permanente Medical Group	<a href="mailto:nailah.a.thompson@kp.org">nailah.a.thompson@kp.org</a> cc: <a href="mailto:drnainai@gmail.com">drnainai@gmail.com</a>	
EXEC	Suman	Venkataswamy	COO/Co-Founder	Threads	<a href="mailto:svenkat45@gmail.com">svenkat45@gmail.com</a>	
EXEC, DEI	Dewayne	Walton	Vice President, SDI Governance	Wells Fargo, Strategy Digital & Innovation	<a href="mailto:dewalton05@gmail.com">dewalton05@gmail.com</a>	
	Alysson	Do	Consultant	Self-Employed	<a href="mailto:alyssondo@gmail.com">alyssondo@gmail.com</a>	
	Virginia	Stefan	Vice President & Strategist	ROI	<a href="mailto:vstefan@comcast.net">vstefan@comcast.net</a>	
	Susan	Russell	CEO (reired)	Russell Mark Group	<a href="mailto:sleighrussell@gmail.com">sleighrussell@gmail.com</a>	
	Anna	Powell	Senior Research and Policy Associate	Center for the Study of Child Care Employment at UC Berkeley	<a href="mailto:anna_powell@berkeley.edu">anna_powell@berkeley.edu</a>	
EXEC, DEI	Andy	Williams	Vice President, Shared Services	PG&E	<a href="mailto:andrew.williams@pge.com">andrew.williams@pge.com</a> cc: <a href="mailto:nicole.watkins@pge.com">nicole.watkins@pge.com</a>	Vice Chair

Branch Advisory Board Chairs (Appointed to the Board of Directors)

# YMCA of the East Bay Meeting Minutes

Meeting Name	Board of Directors Meeting	<input checked="" type="checkbox"/> Board <input type="checkbox"/> Committee <input type="checkbox"/> Task Force <input type="checkbox"/> Other	
Date of Session	Thursday, September 29, 2022	Time: 6:00 PM	
Location of Session	YEB Zoom Meeting	Quorum Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Quorum Present <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Convening Chair	Kai Carter (Substituting for Nailah Thompson)		
Members in Attendance	Angela Anderson, Jan Bono, Amy Briggs, Matthew Burrows, Kai Carter, Craig Fendel, Jerry Fleming, Jack Gardner, Seth Hamalian, Tim Hassler, Ken Kuchman, Mal Mead, Jesse Nelson, Amelia Ott, Tom Ratcliff, Chaud Richards, Karina Rivera, Susan Russell, Leslie Schibsted, Darrell Sooy, Scott Stafford, Janet Tam, Juanita Tasby, and Andy Williams		
Members Absent	Allen Carr, David Deutscher, Eric Eisenberg, Chris Shuttlesworth, Amy Tharpe, Nailah Thompson, Suman Venkataswamy, and Dewayne Walton		
Staff in Attendance	Fran Gallati, Mike Cassidy, Albert Chan, Cheri Mezzapelle, Melanie Mueller, Manny Nungaray, Anita Retzinger, Michael Saenz, and Kelly Wong (minute taker)		
Guests in Attendance	None		

Called to Order	Kai Carter	Time: 6:02 PM
Welcome	Kai welcomed everyone to the meeting and noted that because Nailah is out of town, she will be filling in for Nailah for the meeting.	
Consent Agenda	<ul style="list-style-type: none"> <li>Board of Directors Meeting Minutes: 05/26/2022</li> <li>July 2022 Financial Operating Results</li> </ul> <p>A motion was made to approve the consent calendar which consists of the meeting minutes of 05/26/2022. (M/S/C: Chaud Richards/Matthew Burrows/Unanimous/Jack Gardner and Jesse Nelson abstained from voting)</p> <p>A motion was made to approve the July 2022 financial operating results. (M/S/C: Matthew Burrows/Andy Williams/Unanimous)</p>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Other  <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Other
Notes on Agenda	None.	

## Meeting Notes

### Executive Committee (Kai Carter & Fran Gallati)

- Board terms are every 3 years, renewable, and volunteers may serve for as long as they wish.
- Board volunteer renewals for fiscal year 2022-2023:
  - Eric Eisenberg
  - Craig Fendel
  - Tom Ratcliff
  - Nailah Thompson
  - Dewayne Walton

A motion was made to accept the renewals of the 5 above mentioned volunteers for another 3-year term.

(M/S/C: Susan Russell/Amelia Ott/Unanimous)

- Jerry Fleming will be departing from the Board.
- Board development update: Kai and Fran along with the DEI Committee have been working on a gap analysis thinking of how to evolve the board and to fulfill on the organization's DEI commitment.

### Finance & Real Estate

- YMCA of the East Bay Fiscal Policies and Procedure Manual (Craig Fendel)
  - Updates were made to the manual to reflect required policies and procedures per Early Head Start and Head Start guidelines bringing it into compliance with State and Federal requirements.
    - Revised content to align with current federal and state regulations and to reflect new accounting software.
    - Updates to formatting, flow and structure.
    - Incorporated existing policies and procedures.

A motion was made to approve the updated YMCA of the East Bay Fiscal Policies and Procedure Manual.

(M/S/C: Jack Gardner/Craig Fendel/Unanimous)

- YMCA of the East Bay Investment Policy (Craig Fendel & Cheri Mezzapelle)
  - Updates were made to the policy as part of audit and routine maintenance to reflect and anticipate any investment changes.
    - Policy now include unrestricted funds with a description of the Y's full investment portfolio along with the purpose of funds held in various accounts and a description of how those funds are invested and used.
    - Updated rebalancing guidance to include a rebalancing trigger when the portfolio deviates +/-5% from the target allocation.

A motion was made to accept the updated YMCA of the East Bay Investment Policy.

(M/S/C: Scott Stafford/Tim Hassler/Unanimous)



- South Hayward Unified School District Property (Fran Gallati & Scott Stafford)
  - Hayward Unified School District (HUSD) has 7 surplus properties they are looking to sell/offload in 2023.
  - YEB currently rents from HUSD one of those properties for \$25k/month.
  - It is the SIAC ELC located at 27211 Tyrell Ave. Hayward.
  - Parcel is 10 acres with the school building consisting of 14 classrooms.
  - Fran and the Real Estate Committee will explore this opportunity and determine best use and cost if YEB were to pursue purchasing SIAC.
  - Potential partnership with City or local organizations in building a multi-use site if YEB doesn't occupy all 10 acres.
  - Will search and utilize grant(s) and funding for this purchase.
- Socially Responsible Investing (SRI) Update (Jesse Nelson)
  - SRI is also called Environmental, Social, Governance (ESG) investment.
  - Jesse provided an update on the consensus of the Finance & Real Estate Committee in not pursuing in ESG investing.
  - The Committee began the SRI/ESG exploration in 2021 and began with divergent viewpoints amongst the Committee.
  - After exploring, research and discussion, the Committee have reached a consensus.
  - The Committee believes the best investment strategy is to continue the current course on our investment strategy.
  - For the following reasons, the Committee believe it is not an advisable direction the Y should take:
    - ESG funds are unregulated and self-defined by the investment group.
    - Many of the funds in an ESG index are often more harmful than the ones excluded.
    - It would be difficult to gain consensus on which companies or industries YEB would avoid or invest in.
    - We do not believe the move to ESG and the added cost is worth the potential reduction in our gains from our current strategy.
    - Many in the industry believe that ESG funds are another "marketing approach" to attract more funds.
    - Overall, we believe our current low-cost investment approach is the best overall strategy for maximizing value to support YEB's mission.
  - Gardner expressed his hope that the YMCA would revisit the topic of ESG/SRI in the near future (when investment standards are more established and it is better regulated by the SEC), as he believes that the Y's investments could better reflect our mission and core values.

#### Healthy Communities (Branches) (Mike Cassidy & Branch Team)

- Mike provided an update on the membership fitness branches and plans moving forward.
  - Pre-pandemic in February 2020, YEB was at 30k membership units.
  - As of August 2022, YEB is at 13k membership units.
  - Plans to sustain, reposition, and strengthen membership and programs.
    - Teens and young adults are our fastest growing membership category.
  - Ways to expand our capacity:

- Hours – extend operating hours
- Spaces – have opened up, equipment spacing, dynamic, and safe
- Programs – intentional and scalable in what we bring back
- People – staff recruitment; re-introduce our staff to the YMCA of the East Bay and the Y work

- Strategic discussion around membership (All)
  - Recruit staffing
  - What are others doing that we can borrow from?
  - Offer open house tours to showcase the safe changes made
  - Build community through fitness/wellness offerings

#### DEI Committee (Fran Gallati)

- Dewayne could not attend tonight's meeting and have provided Fran the update to report out on:

"The DEI Committee is excited to continue the good work and momentum established last year. When we published our Anti-Racist statement, our objective was to be aspirational. This year we'll work to gather feedback from branches regarding member experiences. We'll discuss situations and address disparities against YEB's DEI aspirational goals.

The committee's new task this year will include collaboration on Board Development. Board recruitment will be instrumental to ensure YEB has the right expertise and diversity to sustain its values and execute on its objectives.

-Dewayne Walton, DEI Chair "

#### Philanthropy Committee (Chaud Richards & Leslie Schibsted)

- Leslie provided an overview of the impact YEB has had in the community.
- Annual Campaign
  - The Philanthropy Committee will be reaching out individually to every Board member for another year of support and giving.
- DEI and the Committee
  - The Committee is also looking for additional volunteers to join the Committee in efforts to expand and diversify the philanthropic effort.

Next Meeting	Thursday, October 27, 2022 at 6:00 PM		
Time Adjourned	7:31 PM	Recorded By	Kelly Wong

# YMCA of the East Bay Meeting Minutes

Meeting Name	Board of Directors Meeting	<input checked="" type="checkbox"/> Board <input type="checkbox"/> Committee <input type="checkbox"/> Task Force <input type="checkbox"/> Other	
Date of Session	Thursday, October 27, 2022	Time: 6:00 PM	
Location of Session	YEB Zoom Meeting	Quorum Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Quorum Present <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Convening Chair	Nailah Thompson		
Members in Attendance	Angela Anderson, Amy Briggs, Matthew Burrows, Allen Carr, Kai Carter, Craig Fendel, Seth Hamalian, Tim Hassler, Ken Kuchman, Mal Mead, Jesse Nelson, Amelia Ott, Tom Ratcliff, Chaud Richards, Karina Rivera, Susan Russell, Leslie Schibsted, Chris Shuttlesworth, Darrell Sooy, Scott Stafford, Janet Tam, Nailah Thompson, Suman Venkataswamy, and Andy Williams		
Members Absent	David Deutscher, Eric Eisenberg, Jack Gardner, Juanita Tasby, Amy Tharpe, and Dewayne Walton		
Staff in Attendance	Fran Gallati, Mary D'Elia, Cheri Mezzapelle, Melanie Mueller, Manny Nungaray, Anita Retzinger, and Kelly Wong (minute taker)		
Guests in Attendance	Katharine Sullivan (Youth Development Program consultant) and Tracy Teale (Aprio – audit partner)		

Called to Order	Nailah Thompson	Time: 6:03 PM
Welcome	Nailah welcomed everyone to the meeting and Karina Rivera provided the opening thought.	
Consent Agenda	<ul style="list-style-type: none"> <li>Board of Directors Meeting Minutes: 09/29/2022</li> </ul> <p><a href="#">A motion was made to approve the meeting minutes of 09/29/2022.</a></p> <p><a href="#">(M/S/C: Kenneth Kuchman/Scott Stafford/Unanimous)</a></p>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Other

Meeting Notes
<p>Youth Development (Fran Gallati &amp; Katharine Sullivan)</p> <ul style="list-style-type: none"> <li>Fran introduced tonight's highlighted topic of Youth Development and how it is currently disruptive in California and our speaker, Katharine Sullivan, tonight to share this disruption and the potential opportunity to improve our programs.</li> <li>Katharine Sullivan, who is a youth development program consultant for the Y bringing knowledge and 20 years of experience in the public sector, primarily addressing the intersection of education, health and equity.</li> <li>Katharine presented slides on the "Changing After School Landscape in California" with the objective of sharing the current after school landscape, an overview of the YEB's out of school time programs, and provide updates on new opportunities for expansion and impact.</li> </ul>

- School based expanded learning in California consists of: before and after school programs, intersession programs, summer sessions, and weekend programs.
- Program quality correlates to the attendance and impact on youth outcomes.
- Out of school time is a powerful strategy for equity.
- The Opportunity Gap is centered around 3 areas: unequal learning time, unequal access to enrichment, and unequal access to mentors.
- Existing YMCA out of school programs are: swim lessons, youth sports, day and sleepaway camp, Youth in Government & Model UN, fee-based childcare, and ELP & ELOP.
- Expanded learning impact on equity provides and improves' child safety, learning, social emotional skill development, language development, attendance, and family/community economic development.
- YMCA Expanded Learning programs serve school in the Oakland and West Contra Costa school districts.
  - 66-72% of the students qualify for free or reduced-price lunch.
  - 32-33% are designated as English language learners.
  - 77-84% high school graduation rate.
- Expanded learning funding sources come from: Fee Based Programs, After School Education and Safety (ASES), 21<sup>st</sup> Century, Local funding-DCYF/OFCY/RFCY, Local Control and Accountability Plan (LCAP), and Expanded Learning Opportunity Program (ELOP).
- Expansion of opportunities – in 2021, the California Dept. of Education (CDE) established the ELOP via Assembly Bill 130. The ELOP provides funding for afterschool and summer school enrichment programs for kindergarten (incl. transitional kindergarten) through sixth grade.
- After the presentation, the Board engaged in comments and questions about after school programs and programming.
- YEB sees an opportunity to propose to schools an integrated model that combines afterschool programs in an effort to limit the opportunity gap and provide higher quality programs.
- Katharine is working with the Y on how to set goals and enter into that quality improvement pathway.

#### Philanthropy Update

- Annual Campaign Update (Chaud Richards)
  - The YEB Annual Campaign Board giving solicitation began October and the Philanthropy Committee has been reaching out to each Board member for their annual gift pledge.
- Donor Prospects (Chaud Richards)
  - YEB has obtained wealth screening results of our past and current members and narrowed down to the top 30 prospect donors who may have higher wealth capacity to make significant contributions to YEB's Mission.
  - Chaud shared the list of names and asked if anyone has any feedback on any of the people listed, to reach out to him, Fran or Manny Nungaray, Chief Development Officer.
- Cryptocurrency Acceptance Policy (Leslie Schibsted)
  - A Gift Acceptance Policy is a guide for how an organization vets and accept gifts to support the mission.
  - YEB is now able to accept cryptocurrency as a philanthropic vehicle for those who want to support the Y in that way.

- o The current policy will include new language on how gifts of cryptocurrency will be accepted.
- o In relation to cryptocurrency, the policy will include a policy around tangible personal property giving that exceed a certain amount and require an independent appraisal of fair market value.
- o The Board shared questions and opinions about the proposed update to the Gift Acceptance Policy.

A motion was made to approve the proposed updates to the YMCA of the East Bay Gift Acceptance Policy.

(M/S/C: Matthew Burrows/Andy Williams/Unanimous)

## Finance & Real Estate

- YMCA of the East Bay Audit Presentation
  - o Cheri provided highlights of the organization's statement of financial position as of June 30<sup>th</sup> 2022
    - Liquidity and availability of financial assets: \$40MM
    - Current liabilities: \$8MM
    - Current ratio: 5 (between 1.5 and 3 is considered good per standards)
    - Total assets: \$127MM
    - Total liabilities: \$23MM
    - Total revenue: \$50.7MM compared to pre-pandemic of \$70.1MM
    - The YMCA of the East Bay Support Foundation was created this year as part of the NMTC structure.
    - Two properties were sold (Blacow and Palisades).
  - o Jesse provided a summary of the Audit Committee's process and reported that the Audit Committee have voted in acceptance and recommends it to the Board of Directors for their acceptance.
  - o Tracy Teale, audit partner from Aprio, presented what the audit process was and reported that YEB received a clean audit with no findings or opinions.
    - Key matters addressed in the audit were:
      - Single audit procedures over Head Start as the major program.
      - Grant revenue and expenditures.
      - Establishment and consolidation of the YMCA of the East Bay Support Foundation.
      - NMTC financing arrangement and Cherryland development.

A motion was made to accept the 2021-2022 YMCA of the East Bay audit as presented.

(M/S/C: Chaud Richards/Craig Fendel/Unanimous)

- South Hayward Unified School District Property Update (Fran Gallati & Scott Stafford)
  - o Hayward Unified School District (HUSD) has 7 surplus properties they are looking to sell/offload in 2023.
  - o YEB currently rents from HUSD one of those properties for \$25k/month.
  - o It is the SIAC ELC located at 27211 Tyrell Ave Hayward.
  - o Parcel is 10 acres with the school building consisting of 14 classrooms.

- o Potential partnership with City or local organizations in building a multi-use site if YEB doesn't occupy all 10 acres.
- o Of the 7 sites, the ECI team has narrowed down to 2 we are interested in purchasing.
- o Fran and the Real Estate Committee will explore this opportunity and determine best use and cost if YEB were to pursue any purchases.
- o Currently waiting for HUSD to provide more information on the bidding process.

#### Early Childhood Impact (Melanie Mueller)

- Pandemic Recovery Special Pay 2022-2023
  - o YEB ECI is proposing to the Board another pandemic special pay for the ECI staff.
  - o Estimated \$2.2MM from a one-time funding to provide this special pay which equals to \$4/hr for every hour worked in-person from 7/1/2022 through 2/28/2023.
  - o Staff working 100% remotely will not receive special pay.
    - o Sources used to fund this special pay are:
      - Federal CARES Funding
      - Office of Head Start (Head Start and Early Head Start) grants
      - California Department of Education (CSPP) contracts
      - California Department of Social Services (CCTR, CMIG) contracts
      - American Rescue Plan Act funds

A motion was made to approve the 2022-2023 YMCA of the East Bay ECI Pandemic Recovery Special Pay for ECI staff.

(M/S/C: Karina Rivera/Kai Carter/Unanimous)

Next Meeting	Thursday, January 26, 2023 at 6:00 PM		
Time Adjourned	7:36 PM	Recorded By	Kelly Wong

# YMCA of the East Bay Meeting Minutes

Meeting Name	Board of Directors Meeting	<input checked="" type="checkbox"/> Board <input type="checkbox"/> Committee <input type="checkbox"/> Task Force <input type="checkbox"/> Other	
Date of Session	Thursday, January 26, 2023	Time: 6:00 PM	
Location of Session	YEB Zoom Meeting	Quorum Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Quorum Present <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Convening Chair	Nailah Thompson		
Members in Attendance	Angela Anderson, Amy Briggs, Matthew Burrows, Allen Carr, Kai Carter, Eric Eisenberg, Jack Gardner, Seth Hamalian, Tim Hassler, Ken Kuchman, Mal Mead, Amelia Ott, Tom Ratcliff, Chaud Richards, Karina Rivera, Susan Russell, Leslie Schibsted, Chris Shuttlesworth, Darrell Sooy, Scott Stafford, Janet Tam, Juanita Tasby, Nailah Thompson, and Suman Venkataswamy.		
Members Absent	David Deutscher, Craig Fendel, Jesse Nelson, Amy Tharpe, Dewayne Walton, and Andy Williams		
Staff in Attendance	Fran Gallati, Mike Cassidy, Kelley Maltais, Cheri Mezzapelle, Melanie Mueller, Manny Nungaray, Anita Retzinger, Angelica Felix, and Kelly Wong (minute taker)		
Guests in Attendance			

Called to Order	Nailah Thompson	Time: 6:03 PM
Welcome & Opening Thought	Nailah welcomed everyone to the meeting and shared some pictures of her son at the 1/24 M. Robinson Baker ELC opening event. It was a successful event and the center will be open for service. Fran Gallati then provided the opening thought.	
Consent Agenda	<ul style="list-style-type: none"> <li>Board of Directors Meeting Minutes: 10/27/2022</li> </ul> <p><a href="#">A motion was made to approve the meeting minutes of 10/27/2022.</a></p> <p><a href="#">(M/S/C: Kenneth Kuchman/Allen Carr/Unanimous)</a></p>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Other

Meeting Notes
<p>CEO Report (Fran Gallati)</p> <ul style="list-style-type: none"> <li>Healthy Communities: a new Branch Advisory Boards Collective structure created to spearhead 3 areas of focus: comeback, fundraising, and DEI. The Collective consists of all 5 Branch Advisory Boards and where boards largely out of proportion from the other boards selected appropriate members to represent on the Collective.</li> <li>ECI areas of focus:             <ul style="list-style-type: none"> <li>Teacher recruitment/retention – ECI is currently over 100 teacher short in order to fully open all eligible sites. The team is working on recruitment and retention strategies.</li> </ul> </li> </ul>

- Operating violation free is a goal for ECI. With recent new site openings comes new teachers onboard who may not be highly experienced and thus mistakes happen resulting in citing by licensing.
- Delivery the basics exceedingly well as an effective service delivery model.
- Youth Development: navigating the shift in State afterschool programs. California State funding for afterschool programming is unknown currently as the Governor is working on the State's budget.
  - Governor hopes to provide every child in California high quality after school programs regardless of their fiscal background or economic strength by creating the Expanded Learning Opportunities Program (ELOP).
  - Potential rebranding of YEB afterschool programming to Y-Scholars.

#### Early Childhood Impact (Melanie Mueller)

- Annual Board Training
  - Per Office of Head Start requirements, an annual training is required to be presented to the Board on their oversight responsibilities as well as eligibility.
  - Board Composition – the governing body shall be composed as follows:
    - At least 1 member with expertise in fiscal management/accounting.
    - At least 1 member with expertise in early childhood education/development.
    - At least 1 member who is a licensed attorney.
    - Additional members need to reflect the communities served, are parents of children who are formerly/currently enrolled, have expertise in education, business admin, or community affairs.
  - Conflict of Interest Policy
    - No financial conflict of interest permitted.
    - Cannot receive compensation for serving on the governing body.
    - May not be employed by the agency, nor any immediate family members.
    - An exception can be made for those who carry political appointment/or a publicly elected position.
  - Roles and Responsibilities
    - The governing body assumes legal and fiscal responsibility for Head Start and the safeguarding of federal funds.
    - Provide legal oversight when working with management staff. Ensure compliance with federal laws and state, tribal, and local laws.
    - Take action when working with the Policy Council to hire/terminate Head Start Director and other lead staff, and establish impasse procedures.
    - Provide leadership and strategic direction for both the management staff and the policy council to focus on self-assessment and to develop, plan, and evaluate the Head Start program.
  - Review monthly, periodic and annual reporting of:
    - Communication from the Secretary of Health and Human Services
    - Financial Statements/Fiscal Report
    - Program Information/Data
    - Enrollment Numbers
    - Child Adult Care Food Program
    - Self-Assessment results and actions



- Community Assessment information
- Program Information Report (PIR)
- Eligibility Recruitment Selection Enrollment Attendance (ERSEA)
- Annual Self-assessment 2022-2023
  - A process used to measure the Head Start/Early Head Start program's effectiveness in meeting program goals and objectives, and the program's alignment with Head Start Performance Standards.
  - When: Tuesday, 2/21/2023 through Friday, 3/3/2023.
  - Where/How: at centers in person and in the Child Plus/Learning Genie databases. Teams of staff will analyze data, develop outcomes, and create quality improvement plans for the program.
  - Who: primarily completed by staff from all levels-Director, Manager, Coordinator/Specialist, Center Director, Teacher, and Family Advocate. Program parents, Policy Council Members, Board Members, and Community Members are invited to participate.
  - What: using various monitoring tools, checklists, database reports, and surveys/interviews to collect data for analysis in selected program areas.
  - Areas of focus for 2023 are:
    - Education/Family Services/School Readiness
    - Human resources/workforce development
    - Mental health/Inclusion
    - Health and safety
    - Program design and management
- Program Self-evaluation Plan 2022-2023
  - A process used to measure the program's effectiveness in meeting compliance with funding terms and conditions for CDE and CDSS programs.
  - When: Tuesday, 2/21/2023 through Friday, 3/3/2023.
  - Where/How: at centers in person and in the Child Plus/Learning Genie/NOHO databases.
  - Who: completed by staff from all levels-Director, Manager, Coordinator/Specialist, Center Director, Teacher, and Family Advocate.
  - What: using various monitoring tools, checklists, database reports, and surveys/interviews to analyze program performance in many areas.
  - Areas of focus for 2023 are:
    - Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA)
    - Family engagement
    - Education
    - Staff qualifications/Professional development

A motion was made to approve the ECI Annual Self-Assessment Plan 2022-2023.  
(M/S/C: Amelia Ott/Chaud Richards/Unanimous)

#### YEB Conflict of Interest Policy Training (Matthew Burrows)

- The Conflict of Interest Policy is the same policy as prior year and is required by the Board of Directors to review it annually and complete a certification form acknowledging their reading and understanding of the policy.
- The policy is designed to identify and prevent transactions involving the Y and any of its Board members that will result in a conflict of interest and requires a disclosure of a potential financial interest.
- The policy itself is written into 8 articles describing the following:
  - The purpose of the Conflict of Interest Policy.
  - Definitions as described in the policy.
  - Procedures to take should a potential conflict of interest arise.
  - Records of Proceedings or meeting minutes.
  - Compensation and voting eligibility.
  - Annual Statements or certifications to be signed.
  - Periodic reviews of the policy to revise or amend as necessary.
  - Use of outside experts when conducting periodic reviews.
- The Conflict of Interest Policy statement will be sent via DocuSign for signatures.

#### Committee Reports

- Executive Committee (Kai Carter)
  - Renee Herzfeld has been recommended by the Executive Committee for consideration as a new Board member.
  - Renee is an expertise in early childhood care and learning.
  - Currently the Executive Director and CEO of Community Child Care Council (4Cs) of Alameda County and also serves on the YEB ECI Oversight Committee.
  - Lives in Contra Costa County and works in Alameda County.

[A motion was made to approve Renee Herzfeld as a new YEB Board of Director.](#)

[\(M/S/C: Karina Rivera/Amelia Ott/Unanimous\)](#)

- Board leadership – Fall 2023 (Fran Gallati)
    - Nailah will be stepping down from her Board Chair role at the end of the 2022-2023 fiscal year and Kai Carter will be stepping up to fulfill that role.
- Finance & Real Estate Committee (Eric Eisenberg)
  - The 990 tax form a non-profit organization's tax return that must be filed annually.
    - Items reported on the 990 includes information about the organization such as how it governed its financials, service offerings, policies, number of employees, number of voting members on the Board, fraud discoveries, contributors of over \$5,000, as well as compensation of key employees.
    - The 990 filing is to ensure our legal tax-free status and no taxes are due from the Y.
    - Donors and external evaluators look at 990s to guide their support decisions.
    - On the Y's 990 for fiscal year 2021-2022, YEB's total revenue is about \$65MM compared to prior year of \$49MM.

[A motion was made to accept the 2021-2022 YMCA of the East Bay audit as presented.](#)

[\(M/S/C: Allen Carr/Scott Stafford/Unanimous\)](#)

- SIAC ELC-Hayward Property Update (Scott Stafford)
  - Hayward Unified School District (HUSD) have listed 3 properties on the market.
  - One of the properties is currently rented by YEB located at 27211 Tyrrell Ave, Hayward as the SIAC ELC.
  - HUSD has hired DCG Strategies as their real estate consultant to handle the request for proposals (RFPs) for the listing.
  - Property will be sold in its AS IS condition.
  - Parcel is zoned for single family residential.
  - Parcel size is 430,808 SF (9.89 acres)
  - Proposal submission deadline: 4:00 PM on Friday, March 10, 2023, via email
  - The Finance and Real Estate Committee have and will continue to meet to discuss next steps in pursuing this transaction.
  - In order to meet the RFP submission deadline, a Board meeting will be held on March 2, 2023 to vote on any necessary approvals in order to move the transaction forward.
- Philanthropy Committee (Chaud Richards & Leslie Schibsted)
  - YEB Annual Campaign Board Giving is near closing out the season of inviting Boarding members to make their annual commitments or pledge.
  - Currently Board Giving is about \$250k and will have 100% board participation within the next month.
  - Philanthropy Committee is seeking the board's partnership on nominees to be considered to join the board and also possibly the Philanthropy Committee.
  - Help identify people you know, and your networks who are serving at major companies in the East Bay who also would bring a DEI perspective to the Board.
  - A list will be emailed out with a list of companies we are interested in for your consideration and if you know of any potential candidates interested in joining the Board.
  - The Committee will compile a list and conduct research on any nominees and their organizations.
  - The goal is to invite those with expertise in particular industry sectors that could help YEB build partnerships and potential funding and grant opportunities.

Next Meeting	Thursday, March 2, 2023 at 6:00 PM		
Time Adjourned	7:31 PM	Recorded By	Kelly Wong

# YMCA of the East Bay Meeting Minutes

Meeting Name	Board of Directors Meeting	<input checked="" type="checkbox"/> Board <input type="checkbox"/> Committee <input type="checkbox"/> Task Force <input type="checkbox"/> Other	
Date of Session	Thursday, March 2, 2023	Time: 6:00 PM	
Location of Session	YEB Zoom Meeting	Quorum Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Quorum Present <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Convening Chair	Nailah Thompson		
Members in Attendance	Amy Briggs, Matthew Burrows, Allen Carr, Kai Carter, Craig Fendel, Jack Gardner, Tim Hassler, Renee Herzfeld, Jesse Nelson, Amelia Ott, Tom Ratcliff, Chaud Richards, Karina Rivera, Susan Russell, Leslie Schibsted, Darrell Sooy, Scott Stafford, Janet Tam, Juanita Tasby, and Nailah Thompson		
Members Absent	Angela Anderson, David Deutscher, Eric Eisenberg, Seth Hamalina, Ken Kuchman, Mal Mead, Chris Shuttlesworth, Amy Tharpe, Suman Venkataswamy, Dwayne Walton, and Andy Williams		
Staff in Attendance	Fran Gallati, Mike Cassidy, Eli Cardenas, Albert Chan, Michael Saenz, Kelley Maltais, Cheri Mezzapelle, Melanie Mueller, Manny Nungaray, Anita Retzinger, Hae Won Rhew, and Kelly Wong (minute taker)		
Guests in Attendance	None		

Called to Order	Nailah Thompson	Time: 6:03 PM
Welcome & Opening Thought	Nailah welcomed everyone to the meeting and welcomed a new Board member, Renee Herzfeld. Renee comes from 35+ years of experience in early care and education. She is current the CEO for the 4Cs (Community Child Care Council) of Alameda County. Chaud Richards provided the opening thought sharing that is it our ability to alter and improve the youngest generation's trajectory in their life outcomes.	
Consent Agenda	<ul style="list-style-type: none"> <li>Board of Directors Meeting Minutes: 1/26/2023</li> </ul> <p>A motion was made to approve the meeting minutes of 1/26/2023.</p> <p>(M/S/C: Darrell Sooy/Susan Russell/Unanimous/Renee Herzfeld abstained as she was not at the 1/26/2023 meeting)</p>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Other

Meeting Notes
SIAC Hayward Property Proposals (Scott Stafford & Seth Hamalian) <ul style="list-style-type: none"> <li>The current ECI SIAC ELC located at 27211 Tyrrell Ave. Hayward is for sale by Hayward Unified School District (HUSD).</li> </ul>

- Facility is 35,000 square feet on a 9.89-acre lot.
- 1 lot is currently on a 10-year lease by Covenant House California to provide youth transitional housing.
- In addition to Covenant House, other potential partners on the lot are:
  - La Familia to provide mental health counseling to teens and participants of Covenant House.
  - Glad Tidings partnership on youth offerings in a new youth center and supporting the direction of this comprehensive vision on the site.
- Fran and Real Estate Task Force have worked on an appropriate proposal for submission to HUDSD.
- The Task Force have determined it will best to submit both a purchase offer as well as a lease offer in order to increase the organization's chances of remaining on the site.
- The purchase proposal summary presented to the Board are as follow:
  - Price: Up to \$6.5MM
  - Diligence period: 60 days from execution of Purchase and Sale Agreement (PSA). Buyer can terminate PSA for any or no reason during the Diligence Period.
  - Closing: 30 days after expiration of Diligence Period, all cash
  - Deposit: At execution of PSA, Buyer will post a refundable deposit of \$200,000. Deposit will become nonrefundable upon expiration of the Diligence Period
  - Buyer and Seller to provide standard Representations and Warranties.
- Lease proposal summary:
  - Term: 5 years with three, 5-year extension options
  - Rent: \$400,000 per year
  - Rent escalations: Consumer Price Index (CPI)
  - Expense structure: NNN, Tenant pays all operating costs
  - Premise: The entire 9.89 acres site, including rights to revenues paid by the Covenant House under their 1-acre lease (Covenant House to become sublessee)
  - Security Deposit: Carry over existing amount from current lease

A motion was made in support of the proposals as presented, approving the purchase bid of up to \$6.5MM and lease of \$400k annually.

(M/S/C: Matt Burrows/Jack Gardner/Unanimous)

#### Early Childhood Impact (Melanie Mueller)

- COVID Mitigation Policy
  - To protect children, families, and staff from infection and illness, 45 CFR §1302.47(b)(9) requires Head Start programs to have an evidence-based COVID-19 mitigation policy developed in consultation with the Health Services Advisory Committee, that can be scaled up or down based on the impacts or risks of COVID-19 in the community.
  - In response to new requirement, the ECI team have drafted a comprehensive COVID Mitigation Policy that includes protocols for:
    - An evidence-based policy
    - COVID-19 Testing
    - Vaccination
    - Personal Protective Equipment

- Daily Health Checks
- Cleaning and disinfecting
- Reporting on cases and exposure notices
- Handling illness
- Hand hygiene
- Best practices
- Family outreach and education on COVID-19 related information and resources.
- As federal and local health ordinances change, the policy will be revised as necessary.

A motion was made to approve the ECI COVID Mitigation Policy.  
(M/S/C: Amelia Ott/Kai Carter/Unanimous)

- Family Selection Criteria for 2023-2024
  - o The Selection Criteria is a tool utilized by the YEB ECI Early Head Start and Head Start program to determine eligible families and their children to be admitted into our program.
  - o The Selection Criteria is reviewed annually and updated as necessary based on trends identified through a comprehensive community assessment.
  - o For 2023-2024, the 4 selection criteria are:
    - Priority 1: children who are income and/or categorically eligible, including:
      - a) Children who are homeless
      - b) Children in foster care
      - c) Children whose families receive or are eligible for public assistance (TANF, CalWORKs, SSI, SNAP).
      - d) Children who are eligible for services under IDEA until 10% of slots have been filled with children eligible for such services.
      - e) Income eligible children, whose family income falls below the income guidelines in regards to the family size (federal poverty guidelines).
      - f) Eligible children turning 4-years-old by September 1st will be enrolled into preschool programs before eligible 3-year-olds.
    - Priority 2: families who are dual language learners.
    - Priority 3: families who consist of:
      - a) Single parents
      - b) Grandparents responsible for their grandchildren
      - c) Teen parents
      - d) Agency referral
      - e) Disabled parent
      - f) Incarcerated/on parole parent
      - g) Domestic abuse/victims
      - h) Refugee status
      - i) Other risk factors identified (mental health referral, case-by-case)
      - j) Parent who is a student (added by Policy Council 2/24/23)
    - Priority 4: Children whose family income is up to 130% of the federal poverty guidelines will be enrolled after all eligible children enrolled (up to 35% of total enrollment). Families who are more than 130% over income (above the federal

poverty guidelines) become eligible when there are no more income-eligible applicants on the waitlist (up to 10% of total enrollment).

- The Board discussed about the term 'homeless' listed in criteria 1 on whether that includes the transitional housing since we plan to partner with Covenant House providing transitional housing and will be offered access to ECI services at the SIAC site.

A motion was made to approve the ECI Family Selection Criteria for 2023-2024 school year with authorization for the Policy Council to add or modify language if necessary around the 'homeless' criteria to include transitional housing.

(M/S/C: Jack Gardner/Chaud Richards/Unanimous)

- Child Outcomes 2021-2022 Presentation
  - The Child Outcomes report shows results of our child assessment at the end of school year 2021-2022 with a comprehensive view of infant/toddler and preschool participants in ECI.
  - 
  - Infant/toddler comprehensive view includes:
    - Approaches to learning-self regulation
    - Social and emotional development
    - Language and literacy development
    - Cognition, including math and science
    - Physical development-health
  - Preschool comprehensive view:
    - Approaches to learning-self regulation
    - Social and emotional development
    - Language and literacy development
    - English language development
    - Cognition, including math and science
    - Physical development-health
    - History-social science
    - Visual and performing arts
  - Many center closures and reopening took place in 2021-2022 due to COVID, but overall progress was achieved across all areas assessed.
  - As part of the assessment, ECI utilizes a list of school readiness goals for infants, toddlers and preschoolers.
  - The program is working to increase levels of child outcomes and achievement of goals.

Next Meeting	Thursday, March 30, 2023 at 6:00 PM		
Time Adjourned	7:18 PM	Recorded By	Kelly Wong

# YMCA of the East Bay Meeting Minutes

Meeting Name	Board of Directors Meeting	<input checked="" type="checkbox"/> Board <input type="checkbox"/> Committee <input type="checkbox"/> Task Force <input type="checkbox"/> Other	
Date of Session	Thursday, March 30, 2023	Time: 6:00 PM	
Location of Session	YEB Zoom Meeting	Quorum Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Quorum Present <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Convening Chair	Nailah Thompson		
Members in Attendance	Amy Briggs, Kai Carter, David Deutscher, Eric Eisenberg, Tim Hassler, Ken Kuchman, Mal Mead, Jesse Nelson, Tom Ratcliff, Susan Russell, Leslie Schibsted, Darrell Sooy, Scott Stafford, Janet Tam, Nailah Thompson, and Andy Williams		
Members Absent	Angela Anderson, Matthew Burrows, Allen Carr, Craig Fendel, Jack Gardner, Seth Hamalian, Renee Herzfeld, Amelia Ott, Chaud Richards, Karina Rivera, Chris Shuttlesworth, Juanita Tasby, Amy Tharpe, Suman Venkataswamy, and Dewayne Walton.		
Staff in Attendance	Fran Gallati, Mike Cassidy, Albert Chan, Mary D'Elia, Kelley Maltais, Cheri Mezzapelle, Melanie Mueller, Manny Nungaray, Anita Retzinger, Hae Won Rhow, Michael Saenz, and Kelly Wong (minute taker)		
Guests in Attendance	None		

Called to Order	Nailah Thompson	Time: 6:04 PM
Welcome & Opening Thought	<p>Nailah welcomed everyone to the meeting and reminded everyone to take time to appreciate the present as often times in our busy lives, we tend to rush and say we can't wait for something to be over.</p> <p>Kai Carter provided the opening thought in light of International Women's Month, and to share appreciation for the contributions of women who have helped built and maintained YMCA as we all know it as.</p>	
Consent Agenda	<ul style="list-style-type: none"> <li>Board of Directors Meeting Minutes of 3/2/2023</li> <li>February 2023 Financial Operating Results</li> <li>Membership Report/Update</li> </ul> <p>A motion was made to approve the consent calendar which includes the Board meeting minutes of 3/2/2023. (M/S/C: David Deutscher/Kai Carter/Unanimous)</p>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Other

Meeting Notes
Early Childhood Impact (Melanie Mueller & Anita Retzinger) <ul style="list-style-type: none"> <li>2023-24 Early Head Start/Head Start Continuation Grant Application components:</li> </ul>



- o Community Assessment: highlights of key data derived from the Community Assessment.
- o Center/program locations for 2023-2024: 13 centers in Berkeley, Oakland, Cherryland, Hayward, and Richmond.
- o Head Start and Early Head Start Budget totals to \$11.66MM where majority of the funding will support teacher salaries allowing for a minimum of 5% salary increase.
- o Service areas highlights and changes for 2023-24.
- o School Readiness goals where the main areas of focus are: gross motor skills, safety, and personal care routines/feeding.
- o Training & Technical Assistance plan to provide trainings in all areas for both staff and families across geographic areas.
- o Program goals and objectives:
  - Recruit & retain highly qualified, professional teaching staff.
  - Improve health outcomes for enrolled children and their families with a focus on mental health and wellness.
  - Increase family engagement with a focus on leadership and parent involvement.

A motion was made to approve the YEB ECI 2023-24 Early Head Start/Head Start Continuation Grant Application.

(M/S/C: Scott Stafford/Andy Williams/Unanimous)

- 2023 Federal Self-Assessment Results and Quality Improvement Plan
  - o The Self-Assessment meets both federal and state regulations for documentation of program strengths, compliance and regulations, and progress on program goals.
  - o The Self-Assessment provided insights of program strengths and areas of program growth, as well as quality improvement plans for the program.

A motion was made to approve the 2023 Federal Self-Assessment Results and Quality Improvement Plan.

(M/S/C: Susan Russell/Amy Briggs/Unanimous)

- 2023-24 Cost of Living Adjustment (COLA) and Quality Improvement (QI) Proposal
  - o The Office of Head Start (OHS) have provided an increase of 5.6% to our grant for COLA and QI.
  - o YEB ECI is submitting a Supplemental COLA and QI Applications for 2023-24 for a total of \$821k to increase current teacher pay scale and increase partner agency reimbursement rate.

A motion was made to approve the 2023-24 Cost of Living Adjustment (COLA) and Quality Improvement (QI) Proposal.

(M/S/C: Tom Ratcliff/Kai Carter/Unanimous)

Branch Advisory Boards Collective Update (Mal Mead, Berkeley Y Advisory Board Chair)

- The Branch Advisory Boards Collective is made up of all or majority of each branch Advisory Board volunteers to tackle 3 major challenges in the Healthy Communities area.
  - o Membership comeback – working on strategies to bring our membership levels back up.

- Diversity, Equity & Inclusion – increasing DEI efforts among membership, volunteers, and staff.
- Fundraising
- Membership numbers update: currently branches are at 16,400 membership units (21,600 people) compared to pre-pandemic February 2020 of 30,000 membership units (54,000 people).
- Comeback focus on: hours, program offerings, community engagement, staff recruitment, and surveying current, former, and prospective members.
- Current DEI topic is around the transgender and non-binary community in locker room use and navigating various feedback from the community on what is considered appropriate.
- Upcoming topics on the Collective: membership growth, Board recruitment with DEI lens, volunteer leader development, and the culture of philanthropy.

#### Committee Reports

- Finance & Real Estate Committee (Scott Stafford)
  - Scott provided an update on the organization's banking relationship (Silicon Valley Bank reference) with Wells Fargo and our investment portfolio custodian, Vanguard.
  - The Finance & Real Estate Committee had a call with Wells Fargo and Vanguard to check on their financial stability and explore ways to keep money safe in case of bank failures.
  - Wells Fargo assured the Committee that the organization's financial assets are safe.
  - The Committee will report back with a recommendation at the next Board meeting.
  - HUSD SIAC Update
  - A \$6MM proposal was submitted to buy the Hayward SIAC ELC property.
  - Proposal also included a lease structure to continue the current lease but for a longer term.
  - Committee is waiting for a response from the seller.
- Philanthropy Committee (Leslie Schibsted)
  - The YEB Board has achieved 100% participation in the organization's annual campaign.
  - The Board's participation sends a positive signal to philanthropists and funders.
  - Special shout out to David Deutscher for his significant contribution providing support for the Youth and Government program ensuring 200 local students and 1,000 students statewide could benefit from this leadership development experience.
  - Also shout out to Ken Kuchman for his significant impact in ECI from grants made by the Bernard E. & Alba Witkin Charitable Foundation to support the Early Educator Apprenticeship Program.
- Executive Committee (Nailah Thompson)
  - Nailah announced she will be stepping down from the Board Chair position as her term and reached its end, but will continue to serve as a volunteer on the Board of Directors.
  - Kai Carter will be stepping up to fulfill the Board Chair position beginning in the 2023-24 fiscal year.

Next Meeting	Thursday, May 25, 2023 at 6:00 PM		
Time Adjourned	7:16 PM	Recorded By	Kelly Wong

## YMCA of the East Bay Meeting Minutes

<b>Meeting Name</b>	Board of Directors Meeting	<input checked="" type="checkbox"/> <b>Board</b> <input type="checkbox"/> <b>Committee</b> <input type="checkbox"/> <b>Task Force</b> <input type="checkbox"/> <b>Other</b>	
<b>Date of Session</b>	Thursday, May 25, 2023	<b>Time:</b> 6:00 PM	
<b>Location of Session</b>	YEB Zoom Meeting	<b>Quorum Required</b> <input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>	<b>Quorum Present</b> <input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>
<b>Convening Chair</b>	Nailah Thompson		
<b>Members in Attendance</b>	Angela Anderson, Amy Briggs, Matthew Burrows, Kai Carter, David Deutscher, Eric Eisenberg, Craig Fendel, Jack Gardner, Tim Hassler, Renee Herzfeld, Ken Kuchman, Mal Mead, Amelia Ott, Tom Ratcliff, Susan Russell, Leslie Schibsted, Darrell Sooy, Scott Stafford, Janet Tam, Amy Tharpe, Nailah Thompson, Suman Venkataswamy, Dewayne Walton, and Andy Williams.		
<b>Members Absent</b>	Allen Carr, Seth Hamalian, Jesse Nelson, Chaud Richards, Karina Rivera, Chris Shuttlesworth, and Juanita Tasby.		
<b>Staff in Attendance</b>	Fran Gallati, Mike Cassidy, Mary D'Elia, Kelley Maltais, Cheri Mezzapelle, Melanie Mueller, Manny Nungaray, Anita Retzinger, Michael Saenz, and Kelly Wong (minute taker).		
<b>Guests in Attendance</b>	None		
<b>Called to Order</b>	Nailah Thompson	<b>Time:</b> 6:05 PM	
<b>Welcome &amp; Opening Thought</b>	<p>Nailah welcomed everyone to the meeting.</p> <p>Amy Tharpe provided the opening thought by sharing two quotes in relation to DEI and the progress YEB has made over the last years.</p> <p>"The whole is greater than the sum of its parts." by Aristotle.</p> <p>"My legacy is that I stayed the course from the beginning to the end because I believed in something inside of me." by Tina Turner.</p>		
<b>Consent Agenda</b>	<ul style="list-style-type: none"> <li>Board of Directors Meeting Minutes of 3/30/2023</li> <li>April 2023 Financial Operating Results</li> <li>Membership Report/Update</li> <li>ECI Policies and Procedures</li> </ul> <p>A motion was made to approve the consent calendar on the 5/25/2023 meeting agenda.</p> <p>(M/S/C: Matthew Burrows/Kenneth Kuchman/Unanimous)</p>	<input checked="" type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Not Approved</b> <input type="checkbox"/> <b>Other</b>	

Meeting Notes
<b>Board Transitions &amp; Election</b> (Nailah Thompson & Fran Gallati) <ul style="list-style-type: none"> <li>Transitions <ul style="list-style-type: none"> <li>Emeritus: Amy Tharpe and Tim Hassler</li> </ul> </li> </ul>

- o Fran summarized and thanked both Amy and Tim for their services provided to the organization on both former YMCA of the East Bay and former Central Bay Y boards.
- o As emeritus volunteers, they will not have voting rights, but can attend all Board meetings and events.

A motion was made to accept the transition of Amy Tharpe and Tim Hassler to Emeritus status beginning FY 2023-2024.

(M/S/C: Dewayne Walton/Susan Russell/Unanimous with Amy Tharpe and Tim Hassler abstaining)

- Board Chair Elect: Kai Carter
  - o Beginning FY 2023-2024, Kai Carter will be the new Board Chair as Nailah steps down.

A motion was made to accept Kai Carter as the new Board of Directors Chair beginning FY 2023-2024.

(M/S/C: Andy Williams/Angela Anderson and Amy Briggs/Unanimous)

### **YEB FY 2023-24 Budget Presentation** (Cheri Mezzapelle, Anita Retzinger, Fran Gallati)

- YEB FY 23-24 budget highlights:
  - o \$83MM budgeted revenue for fiscal year 2023-2024.
  - o Dramatic increase in revenue:
    - 19% over pre-pandemic revenue of \$70.1MM
    - 32% over current fiscal year revenue of \$62MM
  - o Shift in program mix from Healthy Communities to grant funded ECI programs:
    - 65% ECI Grant Funded programs
    - 30% Membership & Program revenue
- The revenue trend from FY18-19 to current shows a pre-pandemic budget of \$70MM, a dip to \$48MM during the pandemic in FY20-21 and then slowly grew for the next 2 years and projecting FY23-24 to exceed pre-pandemic at \$83MM.
- Overall combined operating budget for FY23-24:
  - o \$83MM budgeted revenue is made up of the 3 focus areas where 71% or \$59MM will be spent on personnel costs.
  - o Early Childhood Impact budget: \$55.4MM
    - Growth in ECI revenue reflects expansion and new programs in Hayward, Oakland, Richmond, Antioch and Pittsburg.
    - ECI budget was built under assumption that "hold harmless" expires 6/30/2023; meaning children will need to be enrolled in order to earn the revenue.
    - ECI revenue is contingent on hiring additional teachers and enrolling additional children to reach 70-90% of contracted enrollment. (A challenge especially in Hayward, Antioch and Pittsburg)
    - ECI expenses include increases in personnel costs, in particular teacher salaries (5.6% to 33%).
    - Grants are projected to be \$74.8MM but only budged to \$55.4MM leaving room for growth and expansion.

- o Youth Development budget: \$10.7MM
  - New Expanded Learning Opportunities Programs (ELOP) starting in Fall '23.
  - Enrollment continues to increase in summer and fall childcare enrichment programs.
  - Budget reflects increases in staffing and revenue for ELOP.
  - Youth and Government program includes an overnight retreat for volunteers and student officers at Camp Loma Mar.
- o Healthy Communities budget: \$16.6MM
  - Membership revenue is expected to increase 44% positioning the branches to be at 83% of pre-pandemic membership numbers.
  - All five branches focused on growth and impact through each of its signature programs.
  - \$3.2MM is reserved for branch renovations and related.

A motion was made to approve the YEB's proposed FY 2023-24 budget of \$83MM.  
(M/S/C: Matthew Burrows/Amy Tharpe/Unanimous)

- Endowment Allocation and Purpose
  - o The appropriation amount allowed to take is based on the organization's spending policy.
  - o The budget does not reflect income from the proposed Endowment appropriation.
  - o \$950k endowment appropriation for FY23-24 to fund the 3 areas of focus:
    - Healthy Communities Branches: \$320k for equipment upgrades and branch comeback.
    - Youth Development: \$315k for curriculum supplies & staff development for afterschool programs such as ELOP and Youth & Government expansion.
    - Early Childhood Impact (ECI): \$315k for staff recruitment and unfunded facility upgrades.

A motion was made to approve the endowment allocation of \$950k for FY 2023-24.  
(M/S/C: Kenneth Kuchman/Kai Carter/Unanimous)

#### **Early Childhood Impact** (Melanie Mueller)

##### **• State Funded Contracts: Self-Evaluation Results and Program Goals 2022-23**

- o The State Funded Program Self-Evaluation is 1 of a 2-part process annually to ensure the program is in compliance, meets quality standards, and to address potential program issues through 4 key areas of reporting:
  - Parent Annual Program Satisfaction Survey showing top 5 areas of Parent Satisfaction and top 5 areas where parents need more support.
  - Classroom Environmental Rating Scale results show two 2 key findings to focus on: Nature and Science and Promoting and Accepting Diversity.
  - Desired Results-Child Assessment's top 2 key findings are: Cognition, and Language and Literacy.
  - The Annual Evaluation Plan/Goals of the top 2 program goals are: Workforce Development, and Family Engagement/Parent Support and Leadership.

A motion was made to approve the State Funded Self-Evaluation Results and Program Goals of 2022-23.  
(M/S/C: Kenneth Kuchman/Dewayne Walton/Unanimous)

## Committees

- **Philanthropy Committee** (Leslie Schibsted)
  - Send a Kid to Camp(aign) raised \$103,641 from 303 donors.
  - Richmond Parkway ELC capital campaign is underway to raise \$3MM to renovate the annex at Richmond Parkway Y creating 4 new classrooms for Early Head Start/Head Start programs.
  - Special shout out to Amy Briggs and Richard Ames for their generous \$10k matching challenge motivating 369 donors to donate to YEB, fundraising nearly \$100k over 2 years.
  - Shout out to Dewayne Walton for his support for advocating on 2 corporate grants from Wells Fargo, helping both the Y-Scholars program (\$15k award) and the Oakland community at 2 events (\$25k award).
    - Also thank you to Dewayne for his work in serving on the DEI Committee of the Board.
  - Last, shout out to Dr. Nailah Thompson for her gift, grants from Kaiser, and her Board leadership helping us secure a \$300k grant to establish Trauma Informed Care at many of our Early Learning Centers, a \$200k grant to boost COVID-19 vaccination rate, and by helping YEB with support from the Warriors by rebuilding the Draymond Green Dream Basketball Court at the Oakland Y.
- **ECI Committee** (Amelia Ott)
  - The Y has finished our 5-year Agreement negotiations with the Union for Teachers and Families to increase pay by about \$8k to \$14k per year, coupled with benefits and retirement funding.
- **Diversity, Equity, & Inclusion Committee** (Dewayne Walton)
  - DEI Committee will continue to work with Kai and Fran on Board development.
  - Dewayne met with the Branch Advisory Boards Collective this week to talk about the work the DEI Committee has done and sharing with them on how to prepare for that DEI conversation at their level.
- **Finance & Real Estate Committee** (Scott Stafford)
  - HUSD SIAC Update: earlier this month, HUSD has notified interested buyers that their request for proposals (RFP) has been cancelled and should the property be available on the market in the future, to resubmit our proposal.

## Wrap Up (Nailah Thompson & Fran Gallati)

- Board Social event upcoming in early September 2023. Details will be forthcoming.
- Fran thanked Nailah for her service and leadership as a fantastic Board Chair leading the organization on a new path in the DEI space.
- Nailah will be stepping down from the Board Chair position as her term has reached its end, but will continue to serve as a volunteer on the Board of Directors.
- Kai Carter will fulfill the Board Chair position beginning in the 2023-24 fiscal year.
- Nailah in turn thanked Fran and the Board for the opportunity to serve the Y and allowing her to prompt the organization with challenges she believes should be faced in order to build a better community.

## Next Meeting

TBA

## Time Adjourned

7:36 PM

## Recorded By

Kelly Wong

YMCA RECENT AUDITED FINANCIAL STATEMENTS



**YMCA OF THE EAST BAY  
CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**YMCA OF THE EAST BAY**

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**JUNE 30, 2023 AND 2022**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
YMCA of the East Bay

### **Opinion**

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

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

### **Basis for Opinion**

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

### **Emphasis of Matter**

As discussed in Note 2 to the consolidated financial statements, as of July 1, 2022, YMCA of the East Bay adopted Accounting Standards Update (ASU) No. 2016-02 "Leases" (ASC Topic 842). Our opinion is not modified with respect to that matter.

### **Responsibilities of Management for the Consolidated Financial Statements**

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

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

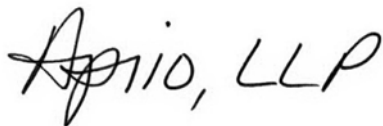
## **Auditors' Responsibilities for the Audit of the Consolidated Financial Statements**

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

A handwritten signature in black ink that reads "Aprio, LLP". The signature is stylized, with the first letter 'A' being large and the rest of the letters being more fluid and connected.

San Francisco, California

October 30, 2023

**YMCA OF THE EAST BAY**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

<u>ASSETS</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>
<u>Current assets</u>		
Cash and cash equivalents	\$ 3,125,539	\$ 2,108,546
Receivables:		
Members, net of allowance of \$5,704 and \$22,257	203,560	140,174
Grants and contracts, net of allowance of \$74,307 and \$100,822	9,210,670	6,992,497
Pledges, net of allowance of \$24,410 and \$24,410	23,818	413,079
Other receivables	133,762	740,818
Prepaid expenses and other assets	<u>683,804</u>	<u>431,004</u>
Total current assets	<u>13,381,153</u>	<u>10,826,118</u>
<u>Other assets</u>		
Restricted cash	2,191,424	3,529,585
Investments, at fair value	55,172,725	46,358,021
Beneficial interests in trust	986,696	990,574
Funds held for others	652,562	595,245
Notes receivable	10,960,100	10,960,100
Property and equipment, net	51,952,598	53,741,403
Lease right-of-use assets	1,268,990	-
Other long-term assets	<u>46,755</u>	<u>50,711</u>
Total other assets	<u>123,231,850</u>	<u>116,225,639</u>
Total assets	<u>\$ 136,613,003</u>	<u>\$ 127,051,757</u>
<u>LIABILITIES AND NET ASSETS</u>		
<u>Current liabilities</u>		
Accounts payable	\$ 3,361,191	\$ 2,218,350
Accrued payroll and other related liabilities	4,945,314	3,675,450
Deferred revenue	5,290,223	2,301,709
Current portion of lease liability	<u>586,626</u>	<u>-</u>
Total current liabilities	<u>14,183,354</u>	<u>8,195,509</u>
<u>Long-term liabilities</u>		
Bonds payable, net of debt issuance costs	5,328,956	5,314,487
Note payable - NMTC Financing Arrangement, net of debt issuance costs	8,870,200	8,809,454
Lease liability, net of current portion	725,086	-
Funds held for others	<u>652,562</u>	<u>595,245</u>
Total long-term liabilities	<u>15,576,804</u>	<u>14,719,186</u>
Total liabilities	<u>29,760,158</u>	<u>22,914,695</u>
<u>Net assets</u>		
Without donor restrictions	96,941,113	94,101,527
With donor restrictions	<u>9,911,732</u>	<u>10,035,535</u>
Total net assets	<u>106,852,845</u>	<u>104,137,062</u>
Total liabilities and net assets	<u>\$ 136,613,003</u>	<u>\$ 127,051,757</u>

See independent auditors' report and notes to the consolidated financial statements

**YMCA OF THE EAST BAY**  
**CONSOLIDATED STATEMENTS OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2023**  
**(With comparative totals for the year ended June 30, 2022)**

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
<u>Operating activities:</u>				
Public support				
Contributions	\$ 500,706	\$ 146,750	\$ 647,456	\$ 1,161,877
Foundation grants	301,325	277,250	578,575	985,199
Net assets released from restrictions	<u>1,129,490</u>	<u>(1,129,490)</u>	<u>-</u>	<u>-</u>
Total public support	<u>1,931,521</u>	<u>(705,490)</u>	<u>1,226,031</u>	<u>2,147,076</u>
<u>Revenue:</u>				
Membership dues, net	10,082,480	-	10,082,480	7,067,099
Federal, state and local grants	45,363,453	-	45,363,453	34,971,827
Program fees, net	9,001,535	-	9,001,535	7,504,384
Residence and rental income	1,262,960	-	1,262,960	1,100,339
Allocation of investment gains (losses) to operations, net	1,347,722	-	1,347,722	(2,869,426)
Operating interest and dividends	1,524,201	172,041	1,696,242	777,261
Other income	<u>324,298</u>	<u>-</u>	<u>324,298</u>	<u>38,687</u>
Total revenue	<u>68,906,649</u>	<u>172,041</u>	<u>69,078,690</u>	<u>48,590,171</u>
Total public support and revenue	<u>70,838,170</u>	<u>(533,449)</u>	<u>70,304,721</u>	<u>50,737,247</u>
<u>Expenses:</u>				
Program services				
Youth development	52,156,221	-	52,156,221	37,614,016
Healthy communities	10,217,328	-	10,217,328	9,340,100
Social responsibility	<u>1,011,017</u>	<u>-</u>	<u>1,011,017</u>	<u>409,080</u>
Total program expenses	<u>63,384,566</u>	<u>-</u>	<u>63,384,566</u>	<u>47,363,196</u>
Supporting services				
Management and general	5,047,022	-	5,047,022	4,759,320
Fundraising	<u>531,881</u>	<u>-</u>	<u>531,881</u>	<u>494,112</u>
Total supporting services	<u>5,578,903</u>	<u>-</u>	<u>5,578,903</u>	<u>5,253,432</u>
Total expenses	<u>68,963,469</u>	<u>-</u>	<u>68,963,469</u>	<u>52,616,628</u>
Change in net assets from operations	1,874,701	(533,449)	1,341,252	(1,879,381)
<u>Non-operating activities:</u>				
Realized and unrealized gain (loss) on investments in excess of designated for current operations	964,885	413,524	1,378,409	(2,733,331)
Changes in beneficial interest in trust	-	(3,878)	(3,878)	(266,740)
Gain on disposal of property and equipment	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,234,556</u>
Change in net assets	2,839,586	(123,803)	2,715,783	5,355,104
Net assets at beginning of year	<u>94,101,527</u>	<u>10,035,535</u>	<u>104,137,062</u>	<u>98,781,958</u>
Net assets at end of year	<u>\$ 96,941,113</u>	<u>\$ 9,911,732</u>	<u>\$ 106,852,845</u>	<u>\$ 104,137,062</u>

See independent auditors' report and notes to the consolidated financial statements

**YMCA OF THE EAST BAY  
CONSOLIDATED STATEMENTS OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2022**

	Without Donor Restrictions	With Donor Restrictions	Total
<u>Operating activities:</u>			
Public support			
Contributions	\$ 1,119,577	\$ 42,300	\$ 1,161,877
Foundation grants	461,449	523,750	985,199
Net assets released from restrictions	<u>1,235,607</u>	<u>(1,235,607)</u>	<u>-</u>
Total public support	<u>2,816,633</u>	<u>(669,557)</u>	<u>2,147,076</u>
<u>Revenue:</u>			
Membership dues, net	7,067,099	-	7,067,099
Federal, state and local grants	34,971,827	-	34,971,827
Program fees, net	7,504,384	-	7,504,384
Residence and rental income	1,100,339	-	1,100,339
Allocation of investment losses to operations, net	(2,869,426)	-	(2,869,426)
Operating interest and dividends	596,032	181,229	777,261
Other income	<u>38,687</u>	<u>-</u>	<u>38,687</u>
Total revenue	<u>48,408,942</u>	<u>181,229</u>	<u>48,590,171</u>
Total public support and revenue	<u>51,225,575</u>	<u>(488,328)</u>	<u>50,737,247</u>
<u>Expenses:</u>			
Program expenses			
Youth development	37,614,016	-	37,614,016
Healthy communities	9,340,100	-	9,340,100
Social responsibility	<u>409,080</u>	<u>-</u>	<u>409,080</u>
Total program expenses	<u>47,363,196</u>	<u>-</u>	<u>47,363,196</u>
Supporting services:			
Management and general	4,759,320	-	4,759,320
Fundraising	<u>494,112</u>	<u>-</u>	<u>494,112</u>
Total supporting services	<u>5,253,432</u>	<u>-</u>	<u>5,253,432</u>
Total expenses	<u>52,616,628</u>	<u>-</u>	<u>52,616,628</u>
Change in net assets from operations	(1,391,053)	(488,328)	(1,879,381)
<u>Non-operating activities:</u>			
Realized and unrealized loss on investments in excess of designated for current operations	(1,322,556)	(1,410,775)	(2,733,331)
Changes in beneficial interest in trust	-	(266,740)	(266,740)
Gain on disposal of property and equipment	<u>10,234,556</u>	<u>-</u>	<u>10,234,556</u>
Change in net assets	7,520,947	(2,165,843)	5,355,104
Net assets at beginning of year	<u>86,580,580</u>	<u>12,201,378</u>	<u>98,781,958</u>
Net assets at end of year	<u>\$ 94,101,527</u>	<u>\$ 10,035,535</u>	<u>\$ 104,137,062</u>

See independent auditors' report and notes to the consolidated financial statements

**YMCA OF THE EAST BAY**  
**CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2023**  
**(With comparative totals for the year ended June 30, 2022)**

	Program Services				Supporting Services			
	Youth development	Healthy communities	Social responsibility	Total program services	Management and general	Fundraising	2023 Total	2022 Total
Personnel costs								
Salaries and wages	\$ 27,693,256	\$ 3,703,960	\$ 310,281	\$ 31,707,497	\$ 2,685,431	\$ 368,033	\$ 34,760,961	\$ 26,439,227
Employee benefits	4,514,772	513,679	52,761	5,081,212	441,382	28,933	5,551,527	5,048,760
Payroll taxes	<u>2,997,283</u>	<u>370,528</u>	<u>31,596</u>	<u>3,399,407</u>	<u>187,040</u>	<u>27,596</u>	<u>3,614,043</u>	<u>2,657,455</u>
Total personnel costs	<u>35,205,311</u>	<u>4,588,167</u>	<u>394,638</u>	<u>40,188,116</u>	<u>3,313,853</u>	<u>424,562</u>	<u>43,926,531</u>	<u>34,145,442</u>
Non-personnel costs								
Occupancy costs	4,129,715	2,164,389	203,906	6,498,010	70,302	-	6,568,312	5,053,479
Purchased, contract, or donated services	3,687,008	214,138	87,845	3,988,991	792,041	2,533	4,783,565	3,365,119
Supplies	4,283,399	281,699	38,764	4,603,862	91,040	45,735	4,740,637	2,482,889
Depreciation and amortization	1,087,738	1,844,174	203	2,932,115	44,729	-	2,976,844	3,251,935
Equipment - expendable or rented	1,879,452	192,366	22,919	2,094,737	10,734	366	2,105,837	1,259,959
Conferences and meetings	650,881	41,816	372	693,069	34,599	846	728,514	400,734
Business insurance	174,974	232,621	52,206	459,801	118,850	-	578,651	570,256
Memberships, subscriptions, and national support	21,120	6,746	194	28,060	437,842	2,856	468,758	425,636
Financing costs	180,676	229,786	-	410,462	500	-	410,962	167,053
Telecommunications	268,637	102,122	12,835	383,594	(10,996)	-	372,598	614,057
Business related travel costs	318,483	16,101	132	334,716	12,584	270	347,570	230,837
Bank and credit card processing fees	43,729	281,095	3,666	328,490	1,065	7,107	336,662	265,245
Provisions	105,000	9,197	193,337	307,534	10,169	-	317,703	78,481
Printing, publications, and promotions	88,554	8,646	-	97,200	108,866	46,701	252,767	162,169
Program costs	28,177	147	-	28,324	2,067	-	30,391	20,346
Postage and shipping	2,860	3,973	-	6,833	8,739	905	16,477	36,820
Miscellaneous expense	<u>507</u>	<u>145</u>	<u>-</u>	<u>652</u>	<u>38</u>	<u>-</u>	<u>690</u>	<u>86,171</u>
Total non-personnel costs	<u>16,950,910</u>	<u>5,629,161</u>	<u>616,379</u>	<u>23,196,450</u>	<u>1,733,169</u>	<u>107,319</u>	<u>25,036,938</u>	<u>18,471,186</u>
Total	<u>\$ 52,156,221</u>	<u>\$ 10,217,328</u>	<u>\$ 1,011,017</u>	<u>\$ 63,384,566</u>	<u>\$ 5,047,022</u>	<u>\$ 531,881</u>	<u>\$ 68,963,469</u>	<u>\$ 52,616,628</u>

See independent auditors' report and notes to the consolidated financial statements

**YMCA OF THE EAST BAY**  
**CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2022**

	Program Services				Supporting Services		
	Youth development	Healthy communities	Social responsibility	Total program services	Management and general	Fundraising	Total
Personnel costs							
Salaries and wages	\$ 20,394,560	\$ 3,195,905	\$ 127,045	\$ 23,717,510	\$ 2,418,366	\$ 303,351	\$ 26,439,227
Employee benefits	4,033,311	562,915	27,954	4,624,180	382,662	41,918	5,048,760
Payroll taxes	<u>2,116,260</u>	<u>310,697</u>	<u>13,190</u>	<u>2,440,147</u>	<u>191,108</u>	<u>26,200</u>	<u>2,657,455</u>
Total personnel costs	<u>26,544,131</u>	<u>4,069,517</u>	<u>168,189</u>	<u>30,781,837</u>	<u>2,992,136</u>	<u>371,469</u>	<u>34,145,442</u>
Non-personnel costs							
Occupancy costs	3,196,525	1,540,506	131,001	4,868,032	185,447	-	5,053,479
Purchased, contract, or donated services	2,376,047	342,563	860	2,719,470	629,828	15,821	3,365,119
Depreciation and amortization	1,002,998	2,241,640	-	3,244,638	7,297	-	3,251,935
Supplies	2,063,442	214,267	23,399	2,301,108	160,179	21,602	2,482,889
Equipment - expendable or rented	1,041,283	187,164	18,968	1,247,415	9,952	2,592	1,259,959
Telecommunications	354,951	160,363	23,797	539,111	74,730	216	614,057
Business insurance	209,676	228,297	14,539	452,512	117,744	-	570,256
Memberships, subscriptions, and national support	15,339	4,489	-	19,828	403,759	2,049	425,636
Conferences and meetings	328,714	24,912	43	353,669	46,323	742	400,734
Bank and credit card processing fees	52,028	189,489	3,046	244,563	13,438	7,244	265,245
Business related travel costs	200,026	18,984	263	219,273	11,050	514	230,837
Financing costs	77,131	78,224	-	155,355	11,698	-	167,053
Printing, publications, and promotions	51,577	20,091	-	71,668	52,351	38,150	162,169
Provisions	12,051	12,460	24,676	49,187	(3,226)	32,520	78,481
Postage and shipping	5,290	4,364	-	9,654	26,256	910	36,820
Program costs	17,783	2,280	-	20,063	-	283	20,346
Miscellaneous expense	<u>65,024</u>	<u>490</u>	<u>299</u>	<u>65,813</u>	<u>20,358</u>	<u>-</u>	<u>86,171</u>
Total non-personnel costs	<u>11,069,885</u>	<u>5,270,583</u>	<u>240,891</u>	<u>16,581,359</u>	<u>1,767,184</u>	<u>122,643</u>	<u>18,471,186</u>
Total	<u>\$ 37,614,016</u>	<u>\$ 9,340,100</u>	<u>\$ 409,080</u>	<u>\$ 47,363,196</u>	<u>\$ 4,759,320</u>	<u>\$ 494,112</u>	<u>\$ 52,616,628</u>

See independent auditors' report and notes to the consolidated financial statements

**YMCA OF THE EAST BAY**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<u>Cash flows from operating activities</u>		
Change in net assets	\$ <u>2,715,783</u>	\$ <u>5,355,104</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	2,976,844	3,251,935
Amortization of right of use lease assets	475,133	-
Amortization of debt issuance costs	78,439	51,337
Net realized and unrealized (gains) losses on investments	(2,413,189)	5,599,156
Change in beneficial interest in trust	3,878	266,740
Contributions of stock	(6,624)	(17,088)
Gain on sale of property, plant and equipment	-	(10,234,556)
Forgiveness of Payroll Protection Program loan	-	(1,548,847)
Changes in operating assets and liabilities:		
Receivables	(1,285,244)	(2,956,775)
Prepaid expenses and other assets	(248,844)	464,851
Accounts payable	1,007,119	(1,179,089)
Accrued payroll and other related liabilities	1,269,866	905,096
Deferred revenue	2,988,513	630,829
Lease liabilities	<u>(432,412)</u>	<u>-</u>
Net cash provided by operating activities	<u>7,129,262</u>	<u>588,693</u>
<u>Cash flows from investing activities</u>		
Purchases of investments	(35,807,074)	(25,086,834)
Proceeds from sale of investments	29,412,186	25,711,910
Proceeds from sale of property and equipment	-	7,782,820
Purchases of property and equipment	<u>(1,052,317)</u>	<u>(6,596,069)</u>
Net cash provided by (used in) investing activities	<u>(7,447,205)</u>	<u>1,811,827</u>
<u>Cash flows from financing activities</u>		
Repayment of SBA PPP Loan	-	(1,255,868)
Proceeds from NMTC financing arrangement	-	9,215,000
Loan for NMTC financing arrangement	-	(6,610,100)
NMTC transaction costs	<u>(3,224)</u>	<u>(442,414)</u>
Net cash provided by (used in) financing activities	<u>(3,224)</u>	<u>906,618</u>
Increase (decrease) in cash, cash equivalents and restricted cash	(321,167)	3,307,138
Cash, cash equivalents and restricted cash , beginning of year	<u>5,638,130</u>	<u>2,330,992</u>
Cash, cash equivalents and restricted cash , end of year	<u>\$ 5,316,963</u>	<u>\$ 5,638,130</u>

See independent auditors' report and notes to the consolidated financial statements



**YMCA OF THE EAST BAY**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest paid	\$ 316,943	\$ 110,468
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING ACTIVITIES:		
Construction transferred to property and equipment	\$ 8,400,404	\$ 593,779
Construction in progress and property and equipment included in accounts payable and other liabilities	\$ 135,722	\$ 119,327
SUPPLEMENTAL SCHEDULE OF NONCASH FINANCING ACTIVITIES:		
Seller financed portion of sale of property	\$ -	\$ 4,350,000
CASH & EQUIVALENTS AND RESTRICTED CASH CONSISTED OF THE FOLLOWING:		
Cash equivalents	\$ 3,125,539	\$ 2,108,546
Restricted cash	<u>2,191,424</u>	<u>3,529,585</u>
	<u>\$ 5,316,963</u>	<u>\$ 5,638,131</u>

See independent auditors' report and notes to the consolidated financial statements

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 1**

**Nature of Operations**

Nature of business

The Young Men's Christian Association of the East Bay ("YMCA of the East Bay" or the "YMCA") is a California nonprofit corporation founded in 1903 with a mission to strengthen communities through youth development, healthy communities, and social responsibility. The YMCA serves Alameda, Contra Costa, and Yolo counties in California, striving to deliver quality, accessible, and affordable programs in these three key focus areas as described in its program activities below.

Program activities

*Youth Development* - All kids deserve the opportunity to discover who they are and what they can achieve and the YMCA is committed to nurturing the potential of every child and teen. The wide array of programs that help young people cultivate the values, skills, and relationships that lead to positive behaviors, improved health, and educational achievement.

- Early Childhood Impact - There is an opportunity gap between those with means and those without. The YMCA strives to eliminate that gap by providing high quality early learning, family support, education and training opportunities for parents to better support the children's success emotionally, socially, and cognitively. The YMCA offers Head Start, Early Head Start, and state funded childcare and preschool programs, connections with medical and dental services, family support, goal setting, and counseling for families servicing trauma influenced children.
- Youth Development - The YMCA provides the opportunity to youth to improve academic success, social, and emotional development and health through after school programs, summer and resident camps, and core Y programs, such as youth sports and swimming. These programs are designed to give all kids the opportunity to learn new skills, build confidence, and socialize in a healthy environment.

*Healthy Communities* - The YMCA is focused on improving individual, family, and community health by helping individuals incorporate exercise as a regular part of their lifestyle. The YMCA recognizes the societal barriers that make it challenging to achieve a healthy lifestyle and has designed programs to help people find their personal pathway to health in both individual and group settings.

*Social Responsibility* - The YMCA recognizes that as an agent for change, the YMCA has a larger responsibility to the community. The YMCA develops programs in such a way that ensures everyone can participate and supports other efforts to improve the overall health of a community, such as supporting safe routes to school, bike-able and walkable community, and health food policies. The Berkeley branch provides affordable residence facilities for those with limited financial resources, who can also benefit from the support of the programs. Additionally, programs and events are held throughout the year to foster community and celebrate growing and diverse member base.

Principles of Consolidation

The consolidated financial statements include the accounts of the YMCA of the East Bay and its controlled affiliate, YMCA of the East Bay Support Foundation collectively the "YMCA." The Support Foundation was established under Internal Revenue Code Section 501(c)(3) to support the charitable and educational activities of the YMCA by providing support for the YMCA in its above three focus areas: Youth Development, Healthy Communities, and Social Responsibility. All inter-entity transactions and balances have been eliminated in consolidation.

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 2**

**Summary of 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 ("U.S. GAAP").

**Measure of Operations:**

Operating activities reflect all transactions increasing or decreasing net assets except those items associated with long-term investment such as contributions for endowment and facilities and equipment, changes in value of charitable remainder trusts and investment returns in excess of amounts designated for current operations.

**Basis of Presentation:**

The YMCA records resources for accounting and reporting purposes into two net asset categories: net assets without donor restrictions and net assets with donor restrictions based on the existence or absence of donor-imposed restrictions.

*Net Assets Without Donor Restrictions* - Net assets not subject to donor-imposed restrictions. Such net assets are available for any purpose consistent with the YMCA's mission. The Board of Directors (the "Board") has resolved that certain contributions will be invested and the earnings from the contributions will be used for certain programs of the YMCA. At June 30, 2023 and 2022, \$7,977,424 and \$7,349,766, respectively, of net assets have been designated for these purposes.

*Net Assets With Donor Restrictions* - Net assets subject to specific, donor-imposed restrictions that must be met by actions of the YMCA and/or passage of time. When a restriction expires, net assets with restrictions are reclassified to net assets without restrictions and are reported in the statements of activities as releases from restriction. Net assets subject to donor-imposed restriction requiring they be maintained permanently by the YMCA are normally restricted to long-term investment, with income earned and appreciation available for specific or general YMCA purposes. Restricted contributions received in the same year in which the restrictions are met are recorded as an increase to support without donor restrictions.

**Cash and Cash Equivalents:**

The YMCA considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash equivalents held in the investment portfolio as part of the YMCA's investment strategy are reported as investments.

**Restricted Cash:**

Restricted cash represents cash that is restricted for specific purposes. Certain cash accounts are pledged as security for the YMCA's letters of credit.

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 2**

**Summary of Significant Accounting Policies (Continued)**

**Concentration of Credit Risk Arising from Cash Deposits in Excess of Insured Limits:**

The YMCA maintains cash balances at one commercial bank, and these balances can at times exceed the FDIC insured deposit limit of \$250,000 per financial institution. At June 30, 2023 and 2022, the YMCA's cash balances held at the commercial bank exceeded the FDIC limit by \$3,208,852 and \$2,824,897, respectively. The YMCA has not experienced any losses through the date when the consolidated financial statements were available to be issued. The YMCA monitors the financial stability of financial institutions regularly and management does not believe there is significant credit risk associated with deposits in excess of federally insured amounts.

**Investments:**

Investments are reported at fair value and are based primarily on quoted market prices or estimated fair value. Realized and unrealized gains and losses are reflected in the consolidated statements of activities.

**Property and Equipment:**

Property and equipment is stated at cost less accumulated depreciation or at fair value if donated. Only major replacements and improvements with a cost in excess of \$5,000 are capitalized. Buildings, building improvements, and land improvements are depreciated using the straight-line method over 10 to 50 years based upon useful lives. Computers, equipment, furniture & fixtures, and vehicles are depreciated using the straight-line method over 3 to 10 years.

Certain property and equipment are pledged as security for the bonds payable.

**Impairment of Long-Lived Assets:**

The carrying value of the YMCA's long-lived assets is reviewed to determine if facts or circumstances suggest that the assets may be impaired or that the remaining useful, depreciable life may need to be changed. The YMCA considers internal and external factors related to each asset, including future asset utilization and business climate. If these factors and the projected undiscounted cash flows of the asset over the remaining life indicate that the asset will not be recoverable, the carrying value will be adjusted down to the estimated fair value, if less than book value.

No impairment loss has been recognized during the years ended June 30, 2023 and 2022.

**Debt Issuance and Transaction Costs:**

The YMCA has capitalized the related costs incurred in connection with its debt offerings and New Market Tax Credit ("NMTC") Financing. These costs consist primarily of underwriter's discounts, letter of credit fees and costs, trustee and tender agent fees, attorney's fees, and other miscellaneous costs of delivery. They are being amortized using the straight-line method, equal to the terms of the related debt. These costs are presented in the statement of financial position as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts.

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 2**

**Summary of Significant Accounting Policies (Continued)**

**New Market Tax Credit**

In December 2021, the YMCA arranged New Market Tax Credit ("NMTC") financing as partial funding to renovate and improve the Cherryland Early Learning Center project located at 21144 Mission Boulevard, Hayward, California 94541 ("Cherryland ELC"). The NMTC is a program of the Community Development Financial Institutions Fund ("CDFI Fund"), a division of the U.S. Department of the Treasury. Under the NMTC program, banks and other qualifying institutions make "qualified equity investments" ("QEIs") in Community Development Entities ("CDEs") that have been certified and granted allocation by the CDFI of federal income tax credits. The funds provided by these investors are used as means of providing favorable debt or equity financing to qualified borrowers in connection with qualifying projects located in low-income communities. The QEI cannot be redeemed for a minimum term of seven years ("Compliance Period") during which time substantially all of the QEI must be invested in qualified low-income community investments, the majority of which take the form of investments in borrowers that must maintain their status as a "qualified active low income business" as specified in the Treasury Regulations.

In connection with the Cherryland ELC, LIIF Sub-CDE LIII, LLC ("Sub-CDE") as managed by Low Income Investment Fund ("LIIF") ("CDE"), a single purpose CDE certified by the CDFI made a senior loan in the amount of \$6,610,100 (Note A) and a subordinate loan in the amount of \$2,604,900 (Note B) to the YMCA. Both Note A and Note B are payable interest only for the Compliance Period, after which each amortizes in level payments over the balance of its thirty-year term.

Funding for the Cherryland ELC loans was provided by a \$9,500,000 sub-allocation made by "LIIF ("CDE")", to the Sub-CDE. As compensation for the services provided by LIIF in connection with the Sub-Allocation, Sub-CDE paid to LIIF a Sub-Allocation Fee in the amount of \$285,000 out of the capital contribution made by the investor member of the Sub-CDE. YMCA of the East Bay Investment Fund, LLC, which is not a related party to the YMCA, obtained the funds to make the QEI via a \$6,610,100 secured loan by YMCA of the East Bay Support Foundation and funding provided via a Tax Credit Equity Investment in the amount of \$2,889,900. Of this equity investment, \$285,000 was used to pay the Sub-Allocation Fee, leaving a net amount of \$2,604,900 from the Tax Credit Equity Investor. Under the NMTC program, the Tax Credit Equity Investor receives a 39% tax credit over a period of seven years. At the end of the seven-year Compliance Period, the NMTC transactions may be unwound, according to specific terms in the agreement.

**Leases:**

The YMCA adopted ASC 842 - Leases effective July 1, 2022, with all the available practical expedients, retrospectively at the beginning of the period of adoption. There was no net assets impact on the adoption of ASC 842. The YMCA recognizes and measures its leases in accordance with ASC 842 Leases. The YMCA determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The YMCA recognizes a lease liability and a right of use (ROU) asset at the commencement date of each lease. The lease liability is initially and subsequently recognized based on the present value of the contract's future lease payments.

Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is either (1) the implicit rate, if it is readily determinable, (2) the YMCA's incremental borrowing rate, or (3) a risk-free rate, determined using a period comparable with that of the lease term. The YMCA elects to use the risk-free rate as the discount rate.

**YMCA OF THE EAST BAY**  
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**Note 2**

**Summary of Significant Accounting Policies (Continued)**

The YMCA has elected to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the YMCA is reasonably certain to exercise. The YMCA recognizes lease costs associated with its short-term leases on a straight-line basis over the lease term. When contracts contain lease and non-lease components, the YMCA accounts for both components as a single lease component.

**Revenue Recognition:**

Membership dues and program fees are recognized as revenue ratably over the period of membership or the duration of the program.

**Accounts Receivable:**

Accounts receivable consists of grant and contract billings and receivables from program registrants. Receivable balances are stated at the amount management expects to collect from outstanding balances. The YMCA uses the allowance method to determine uncollectible, unconditional receivables. The allowance is based on prior years' experience and management's analysis of specific promises to give.

**Contributions and Pledges:**

The YMCA records unconditional promises to give (pledges) as receivables and contributions within the appropriate net asset category based on the existence or absence of donor-imposed restrictions. Contributions that are expected to be collected after one year are discounted at a discount rate commensurate with the risks involved and the period of time over which the contributions are expected to be collected. Amortization of any such discounts is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for doubtful contributions receivable is provided based upon management's judgment including such factors as prior collection history, type of contribution and current aging of contributions receivable. The YMCA recognizes conditional promises to give when the conditions stipulated by the donor are substantially met.

**Donated Services and Tangible Property:**

Contributions of tangible property are recognized at fair value when received.

The Head Start Program requires 20% of total expenses to be provided by the sponsor and participants in the program. To comply with this requirement, the YMCA has developed a reporting system to determine all in-kind contributions, which consists primarily of community partner agreements and CDE Child Care Contracts valued at the nominal contract amounts, to the Head Start Program. The value of these Head Start in-kind contributions, totaling \$3,964,092 and \$3,840,728 for the years ended June 30, 2023 and 2022, respectively, have not been reflected in the consolidated financial statements as they do not meet the criteria for recognition.

The YMCA receives services from a large number of volunteers who give significant amounts of their time to the programs of the YMCA. No amounts have been reflected for these types of donated services, as there is no objective basis available to measure the value of such services.

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
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**Note 2**

**Summary of Significant Accounting Policies (Continued)**

Functional Allocation of Expenses:

Expenses are charged directly to program, management, or fundraising in general categories based on specific identification. Certain costs, not directly attributable to a particular program, have been allocated among program and support services based upon estimates of usage made by management.

Income Taxes:

The YMCA has received a favorable determination letter from the Internal Revenue Service stating that it is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code of 1986 (IRC), as an organization described in Section 501(c)(3), except for income taxes pertaining to unrelated business income.

Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Recent accounting pronouncements:

In March 2022, the FASB issued ASU 2022-02, *Financial Instruments-Credit Losses* (Topic 326). The new standard amends currently existing authoritative guidance surrounding credit losses. This guidance will require significant analysis of risk of loss relating to trade receivables, historical credit losses and supportable forecasts of future economic conditions. The standard will be effective for years beginning after December 15, 2022. Management is currently evaluating the impact of adoption.

Reclassifications:

Certain amounts in these consolidated financial statements have been reclassified or retitled for clarity. The prior year's corresponding amounts have been reclassified or retitled to conform to the current year's presentation. This change had no effect on net asset amounts.

**Note 3**

**Liquidity and Availability of Resources**

The YMCA receives revenue from membership dues, federal, state & local grants, program fees, public support, and other miscellaneous sources. In addition to revenue from operations, the YMCA may appropriate up to 6% of the historical average of endowment assets to support programs and ongoing capital improvements.

The YMCA has various sources of liquidity at its disposal, including cash, cash equivalents, fixed income, and marketable securities. In addition to financial assets available to meet general expenditures, the YMCA operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures.

The total financial assets without donor restrictions or board designations held by the YMCA at June 30, 2023 and 2022, that could be readily made available within one year to meet general operating expenditures are as follows:

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
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**Note 3**

**Liquidity and Availability of Resources (Continued)**

	<u>2023</u>	<u>2022</u>
Financial assets available for general expenditure within one year:		
Cash and cash equivalents	\$ 3,125,539	\$ 2,108,546
Investments	38,675,241	30,623,761
Accounts receivable		
Members, net	203,560	140,174
Grants and contracts	9,210,670	6,992,497
Other receivables	<u>133,762</u>	<u>740,818</u>
Total financial assets	<u>\$ 51,348,772</u>	<u>\$ 40,605,796</u>

The YMCA considers all expenditures related to its ongoing program and administrative activities to be general expenditures.

**Note 4**

**Notes Receivable**

The YMCA has a note receivable from the sale of real property in the amount of \$4,350,000 that bears interest at a rate of 4.75% per annum. The note is secured by a deed of trust and provides for interest only payments through maturity on September 30, 2026, at which time principal is due in full.

***New Market Tax Credit ("NMTC") Financing***

The YMCA of the East Bay Support Foundation has a note receivable from YMCA of the East Bay Investment Fund, LLC in the amount of \$6,610,100 in connection with the NMTC Financing arrangement. This note bears interest at a rate of 1.00% per annum and provides for interest only payments through the seven-year Compliance Period which ends December 2029. At this time the YMCA may elect to unwind the transaction in accordance with the terms of the NMTC agreement. If the NMTC is not unwound, principal and interest payments will be due through maturity in December 2049. (See Note 2).

**Note 5**

**Investments**

The Financial Accounting Standards Board defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the YMCA's principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires the YMCA to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be use to measure fair value:

- Level 1      Quoted prices (unadjusted) for identical assets or liabilities in active markets that the YMCA has the ability to access as of the measurement date.
- Level 2      Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3      Significant unobservable inputs that reflect the YMCA's own assumptions about the assumptions that market participants would use in pricing an asset or liability.



**YMCA OF THE EAST BAY**  
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**Note 5**

**Investments (Continued)**

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

The following are descriptions of the valuation methods and assumptions used by the YMCA to estimate the fair values of certain financial instruments. There have been no changes to the methodologies used at June 30, 2023 and 2022.

**Cash and cash equivalents:** Fair values of money market funds are estimated to approximate deposit account balances, payable on demand, as no discounts for credit quality or liquidity were determined to be applicable (Level 1 inputs).

**Fixed Income Securities:** Fixed income securities are invested primarily in high grade fixed income securities, which are one to six years in duration. The fair values of these investments are readily marketable and are determined by obtaining quoted prices on a nationally recognized securities exchanges (Level 1 inputs).

**Equity Securities and Mutual Funds:** Consist of mutual funds which are primarily invested in equity securities. The fair value of mutual funds, which are readily marketable, is determined by obtaining quoted prices on nationally recognized securities exchanges (Level 1 inputs).

**Beneficial Interest in Charitable Remainder Trust:** The fair value of the charitable remainder trust is based on the current fair value of the underlying investments, future expected investment returns, and the life expectancy of the donor or donor's designee and has been recorded at present value using a discount rate of 3.85% and 2.07% at June 30, 2023 and 2022, respectively (Level 3 inputs).

Investments consisted of the following as of June 30, 2023 and 2022:

	Assets at Fair Value as of June 30, 2023			Total Fair Value
	Level 1	Level 2	Level 3	
Investments:				
Cash and cash equivalents	\$ 20,460,058	\$ -	\$ -	\$ 20,460,058
Fixed income securities	10,716,542	-	-	10,716,542
Equity securities and mutual funds:				
Large cap	14,725,176	-	-	14,725,176
International equities	<u>9,270,949</u>	<u>-</u>	<u>-</u>	<u>9,270,949</u>
Total investments	55,172,725	-	-	55,172,725
Beneficial interest in trust	<u>-</u>	<u>-</u>	<u>986,696</u>	<u>986,696</u>
Total assets at fair value	<u>\$ 55,172,725</u>	<u>\$ -</u>	<u>\$ 986,696</u>	<u>\$ 56,159,421</u>

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
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**Note 5**  
**Investments (Continued)**

	Assets at Fair Value as of June 30, 2022			Total Fair Value
	Level 1	Level 2	Level 3	
Investments:				
Cash and cash equivalents	\$ 11,944,608	\$ -	\$ -	\$ 11,944,608
Fixed income securities	12,990,322	-	-	12,990,322
Equity securities and mutual funds:				
Large cap	12,996,312	-	-	12,996,312
International equities	<u>8,426,779</u>	<u>-</u>	<u>-</u>	<u>8,426,779</u>
Total investments	46,358,021	-	-	46,358,021
Beneficial interest in trust	<u>-</u>	<u>-</u>	<u>990,574</u>	<u>990,574</u>
Total assets at fair value	<u>\$ 46,358,021</u>	<u>\$ -</u>	<u>\$ 990,574</u>	<u>\$ 47,348,595</u>

The table below rolls forward balances for Level 3 assets for the years ended June 30, 2023 and 2022:

	2023	2022
Balance as of July 1	\$ 990,574	\$ 1,257,314
Change in value of Charitable Remainder Trust	<u>(3,878)</u>	<u>(266,740)</u>
Balance as of June 30	<u>\$ 986,696</u>	<u>\$ 990,574</u>

The YMCA's policy is to recognize transfers between Levels 1 and 2 and into and out of Level 3 as of the date of the event or change in circumstances that caused the transfer. For the years ended June 30, 2023 and 2022, there were no significant transfers between Levels 1 and 2 and no transfers into or out of Level 3.

During the years ended June 30, 2023 and 2022, the YMCA received and recognized \$6,624 and \$17,088 in stock donations and were included in contributions on the consolidated statements of activities.

Investment returns and allocations of investment returns consisted of the following at June 30:

	2023	2022
Investment returns:		
Interest and dividends	\$ 1,757,223	\$ 829,469
Realized and unrealized gains (loss) on investments	2,726,132	(5,602,756)
Advisory fees	<u>(60,982)</u>	<u>(52,209)</u>
Total return on investments	4,422,373	(4,825,496)
Less allocation of investment (earnings) losses to operations	<u>(3,043,964)</u>	<u>2,092,165</u>
Net realized and unrealized gain (loss) on investments in excess of amounts designated for operations	<u>\$ 1,378,409</u>	<u>\$ (2,733,331)</u>

**YMCA OF THE EAST BAY**  
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**Note 6**

**Funds Held for Others**

The Mountain District YMCA was incorporated under the laws of the State of California in 1957 to carry out YMCA work in the mountain counties of Northern California. In a prior year, the YMCA of the USA indicated that it was eliminating small YMCA organizations that did not meet certain size, professional staff, or other standards to be a YMCA organization. As a result, the Mountain District YMCA would likely have been eliminated. In order to remain in operation, an arrangement was entered into whereby the Mountain District YMCA would become a special purpose branch of the YMCA of the East Bay. Under the terms of the arrangement, the YMCA of the East Bay holds funds for the benefit of the Mountain District YMCA. As of June 30, 2023 and 2022, the total fair value of the funds held by the YMCA of the East Bay for the benefit of the Mountain District YMCA amounted to \$652,562 and \$595,245, respectively, recognized as an asset with corresponding liability on the consolidated statements of financial position.

**Note 7**

**Property and Equipment**

Property and equipment consisted of the following at June 30:

	<u>2023</u>	<u>2022</u>
Land and improvements	\$ 5,110,783	\$ 5,110,782
Buildings and building improvements	94,915,923	86,931,097
Furniture and fixtures	855,974	855,974
Equipment and computers	7,281,076	6,758,146
Vehicles	193,395	193,395
Construction in progress	<u>1,088,263</u>	<u>8,407,981</u>
	109,445,414	108,257,375
Less: accumulated depreciation	<u>(57,492,816)</u>	<u>(54,515,972)</u>
Property and equipment, net	<u>\$ 51,952,598</u>	<u>\$ 53,741,403</u>

Construction in progress as of June 30, 2023 and 2022, consists of funds expended for upgrades associated with the ongoing renovation of multiple facilities of the YMCA. Once renovations are completed, construction in progress is reclassified to the appropriate asset category.

**YMCA OF THE EAST BAY**  
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**Note 8**

**Bonds Payable**

Series 2014 Bond Issuance: In November 2014, the California Enterprise Development Authority issued variable rate revenue bonds (the "Bonds") on behalf of the YMCA in the amount of \$10,000,000. The Bonds were purchased by Wells Fargo, the Trustee, and the proceeds used to pay off the outstanding balance of the Series 2008 Bond. Bond issuance costs amounted to \$260,271. The indebtedness is secured by the Downtown Berkeley facility located on Allston Way and all fixtures and equipment contained therein.

The Bonds bear interest at a variable rate based on the weekly SIFMA rate and is payable monthly. The Bonds mature in July 2038, at which time all outstanding principal and interest is due.

Bonds payable are as follows as of June 30:

	<u>2023</u>	<u>2022</u>
Series 2014 Bond Issuance	\$ 5,500,000	\$ 5,500,000
Less unamortized debt issuance costs	<u>(171,044)</u>	<u>(185,513)</u>
	<u>\$ 5,328,956</u>	<u>\$ 5,314,487</u>

The YMCA must comply with certain covenants and was in compliance with all such covenants at June 30, 2023 and 2022.

**Note 9**

**Notes Payable**

The YMCA entered into an agreement with LIIF SUB-CDE LIII, LLC, a qualified CDE, to borrow \$9,215,000, comprised of two notes, Note A and Note B, which bear interest at rate of 1.1238% per annum. Each of these loans is expected to constitute a Qualified Low-Income community investment within the meaning of Section 45D of the Internal Revenue Code of 1986, as amended from time to time. Each of the Promissory Notes provide that interest only payments are made on a quarterly basis through December 2029. If the NMTC transaction is not unwound as provided in the NMTC Agreement, principal and interest payments on each of the Promissory Notes will be due through maturity in December 2049. (See Note 2 – Summary of Significant Accounting Policies).

Notes payable are as follows as of June 30:

	<u>2023</u>	<u>2022</u>
Promissory Note A	\$ 6,610,100	\$ 6,610,100
Promissory Note B	<u>2,604,900</u>	<u>2,604,900</u>
Total Promissory Notes Payable	9,215,000	9,215,000
Less unamortized transaction costs	<u>(344,800)</u>	<u>(405,546)</u>
	<u>\$ 8,870,200</u>	<u>\$ 8,809,454</u>

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 10**

**Paycheck Protection Program Loan**

In response to the coronavirus (COVID-19) outbreak in 2020, the U.S. Federal Government enacted the Coronavirus Aid, Relief, and Economic Security Act that, among other economic stimulus measures, established the Paycheck Protection Program ("PPP") to provide small business loans. In February 2021, the YMCA obtained a PPP loan for \$7,200,000. The note matured in February 2022 and bore interest at a fixed annual rate of 1%. Payments under this note were deferred for the first six months with monthly payments of principal and interest to be paid beginning the seventh month from the initial disbursement of the loan.

The YMCA recognized \$1,548,847 as Federal grant income for the year ended June 30, 2022. Official notice of forgiveness in the amount of \$5,944,132 was received and the remaining \$1,255,868 was repaid in February 2022.

**Note 11**

**Letters of Credit**

The YMCA has the following standby letters of credit as of June 30:

	<u>2023</u>		<u>2022</u>
PG&E	\$ -	\$	200,000
Travelers Insurance	\$ 150,000	\$	150,000

PG&E - The YMCA had a standby letter of credit in the amount of \$200,000 at June 30, 2022 with a Bank that was issued as part of an agreement with PG&E to display its name on the YMCA-PG&E Teen Center building. The Teen Center building was donated to the YMCA by PG&E. The letter of credit would have only be drawn on in the event the YMCA defaulted on the agreement to display PG&E's name on the building. There was no amount drawn on this letter of credit through June 30, 2022.

Travelers Insurance - The YMCA has an irrevocable standby letter of credit in the maximum amount up to \$150,000 at June 30, 2023 and 2022 to support the YMCA's workers' compensation policy. It is secured by a restricted cash account. The letter of credit agreement renews automatically each year unless otherwise cancelled. There were no amounts drawn on this letter of credit as of June 30, 2023 and 2022.

**Note 12**

**Board Designated Net Assets**

Board designated net assets consisted of the following at June 30:

	<u>2023</u>		<u>2022</u>
Endowment	\$ 7,977,424	\$	7,349,766

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
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**Note 13**

**Net Assets With Donor Restrictions**

Net assets with donor restrictions consist of the following as of June 30, 2023:

	<u>Beginning Balance</u>	<u>Contributions and Income</u>	<u>Released from Restrictions</u>	<u>Ending Balance</u>
Youth Development	\$ 778,651	\$ 371,905	\$ 675,565	\$ 474,991
Healthy Communities	8,065,610	563,665	433,170	8,196,105
Social Responsibility	200,698	73,995	20,755	253,938
Time restricted	<u>990,576</u>	<u>(3,878)</u>	<u>-</u>	<u>986,698</u>
	<u>\$ 10,035,535</u>	<u>\$ 1,005,687</u>	<u>\$ 1,129,490</u>	<u>\$ 9,911,732</u>

Net assets with donor restrictions consist of the following as of June 30, 2022:

	<u>Beginning Balance</u>	<u>Contributions and Income</u>	<u>Investment Losses</u>	<u>Released from Restrictions</u>	<u>Ending Balance</u>
Youth Development	\$ 1,222,835	\$ 566,050	\$ (16,599)	\$ 993,635	\$ 778,651
Healthy Communities	9,485,134	-	(1,183,413)	236,111	8,065,610
Social Responsibility	236,093	-	(29,534)	5,861	200,698
Time restricted	<u>1,257,316</u>	<u>-</u>	<u>(266,740)</u>	<u>-</u>	<u>990,576</u>
	<u>\$ 12,201,378</u>	<u>\$ 566,050</u>	<u>\$ (1,496,286)</u>	<u>\$ 1,235,607</u>	<u>\$ 10,035,535</u>

**Note 14**

**Endowment**

The YMCA's endowment consists of both donor-restricted endowment funds and funds designated by the Board to function as endowments for a variety of purposes. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**The Purpose of the Endowment:**

The Endowment Fund is intended to provide for the operation and special programs of the YMCA. In doing so, the Endowment Fund provides a secure, long-term source of funds to establish or maintain programs that are consistent with the aim of the YMCA.

**YMCA OF THE EAST BAY**  
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**Note 14**

**Endowment (Continued)**

Interpretation of Relevant Law:

The State of California has passed a version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). The Board of the YMCA has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the YMCA classifies as endowment net assets (a) the original value of gifts donated to the donor-restricted endowment, (b) the original value of subsequent gifts to the donor-restricted endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not related to the corpus is classified as net assets with restrictions until those amounts are appropriated for expenditure by the YMCA in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the YMCA considers the following factors in making a determination to appropriate or accumulate donor restricted endowment funds:

1. The duration and preservation of the fund.
2. The purposes of the YMCA and the donor-restricted endowment fund.
3. General economic conditions.
4. The possible effect of inflation and deflation.
5. The expected total return from income and the appreciation of investments.
6. Other resources of the YMCA.
7. The investment policies of the YMCA.

Endowment net asset composition by type of funds as of June 30, 2023, is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted	\$ -	\$ 8,520,059	\$ 8,520,059
Board-designated	<u>7,977,424</u>	<u>-</u>	<u>7,977,424</u>
	<u>\$ 7,977,424</u>	<u>\$ 8,520,059</u>	<u>\$ 16,497,483</u>

Endowment net asset composition by type of funds as of June 30, 2022, is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted	\$ -	\$ 8,384,494	\$ 8,384,494
Board-designated	<u>7,349,766</u>	<u>-</u>	<u>7,349,766</u>
	<u>\$ 7,349,766</u>	<u>\$ 8,384,494</u>	<u>\$ 15,734,260</u>

**YMCA OF THE EAST BAY**  
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**Note 14**  
**Endowment (Continued)**

Changes in endowment net assets for the year ended June 30, 2023, is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 7,349,766	\$ 8,384,494	\$ 15,734,260
Investment change:			
Interest and dividends	162,774	172,040	334,814
Net realized and unrealized gain	<u>964,884</u>	<u>413,525</u>	<u>1,378,409</u>
Total investment change	1,127,658	585,565	1,713,223
Appropriation of endowment assets for expenditure	<u>(500,000)</u>	<u>(450,000)</u>	<u>(950,000)</u>
Endowment net assets, end of year	<u>\$ 7,977,424</u>	<u>\$ 8,520,059</u>	<u>\$ 16,497,483</u>

Changes in endowment net assets for the year ended June 30, 2022, is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 9,207,337	\$ 9,854,325	\$ 19,061,662
Investment change:			
Interest and dividends	169,700	181,229	350,929
Net realized and unrealized loss	<u>(1,322,556)</u>	<u>(1,410,775)</u>	<u>(2,733,331)</u>
Total investment change	(1,152,856)	(1,229,546)	(2,382,402)
Appropriation of endowment assets for expenditure	(704,715)	(245,285)	(950,000)
Additions	<u>-</u>	<u>5,000</u>	<u>5,000</u>
Endowment net assets, end of year	<u>\$ 7,349,766</u>	<u>\$ 8,384,494</u>	<u>\$ 15,734,260</u>

**Return Objectives and Risk Parameters:**

The YMCA has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the YMCA must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds.

**Investment Objective:**

Strategies Employed for Achieving Objectives: Endowments Funds are invested in a diversified portfolio, consisting primarily of fixed income and equity mutual funds and other investments, which may reflect varying rates of return. The intended overall rate of return of the portfolio is a reasonable "real" rate, consistent with the risk levels established by the Finance Committee and approved by the board. The objective is that the minimum acceptable rate of return over a full market cycle of 3 to 5 years is one that equals or exceeds the assumed spending rate plus the rate of inflation.



**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 14**  
**Endowment (Continued)**

**Spending Policy and How the Investment Objectives Relate to Spending Policy:**

The YMCA's Spending Policy is implemented with the intent not only to provide funds for the YMCA's immediate aims but also to preserve and grow assets to meet future spending needs. With this in mind, the YMCA may spend up to 6% of the 3-year historical average of its endowment assets each fiscal year on the mission and operations of the YMCA. The calculation of the maximum amount that may be appropriated is based on a trailing twelve quarter average of the market value of the endowment portfolio at each quarter-end beginning one year prior to the date of the appropriation. These funds may be spent on general operations, programs, or special projects as approved by the Board.

**Funds With Deficiencies:**

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or UPMIFA requires the YMCA to retain as a fund of perpetual duration. There were no such amounts as of June 30, 2023 and 2022.

**Note 15**  
**Financial Assistance Provided**

The YMCA provides financial assistance, through contributions and other fundraising, to help defray the costs of membership and program and other fees for individuals with need. Membership dues and program fees are recorded net of such assistance in the accompanying statements of activities. Such amounts were as follows:

	<u>2023</u>	<u>2022</u>
Membership dues	\$ 9,872,982	\$ 6,895,631
Less financial assistance provided	<u>209,498</u>	<u>171,468</u>
Membership dues, net	<u>\$ 10,082,480</u>	<u>\$ 7,067,099</u>
 Program fees	 \$ 8,907,503	 \$ 7,446,294
Less financial assistance provided	<u>94,032</u>	<u>58,090</u>
Program fees, net	<u>\$ 9,001,535</u>	<u>\$ 7,504,384</u>

**Note 16**  
**Leases**

The YMCA has obligations as a lessee for various buildings and equipment. All leases are classified as operating leases. Payments due under the lease contracts include mainly fixed payments. ASC 842 does not require a lessee to recognize assets and liabilities for short-term leases (i.e. leases of 12 months or less). As of June 30, 2023, the YMCA has no short-term lease expenses.

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 16**

**Leases (Continued)**

The components of the leases for the year ending June 30, 2023 are as follows:

Operating lease cost	\$ 677,808
Cash paid for amounts included in the measurement of lease liabilities - operating lease	\$ 635,086
Lease liabilities arising from obtaining right of use assets	\$ 1,551,515
Weighted-average remaining lease term - operating lease	2.67 years
Weighted-average discount rate - operating lease	3.10 %

Maturities of the lease liability under the noncancelable operating leases as of June 30, 2023, are as follows:

<u>Year Ending June 30</u>	<u>Total Lease Payment</u>
2024	\$ 614,888
2025	569,865
2026	93,909
2027	19,068
2028	13,560
Thereafter	<u>54,241</u>
Total undiscounted lease payments	1,365,531
Less: imputed interest	<u>(53,819)</u>
Total lease liability	<u>\$ 1,311,712</u>

**Note 17**

**Rental Income**

The YMCA leases space in California under a non-cancelable lease extending through June 2024. The lease includes various provisions regarding common area maintenance charges, rent increases, and similar items. Estimated remaining minimum future lease rental income to be received on non-cancelable operating leases is \$24,000 for the year ended June 30, 2024.

**Note 18**

**Defined Contribution Plans**

The YMCA participates in a defined contribution, individual account, money purchase retirement plan that is administered by the YMCA Retirement Fund (a separate corporation). This plan is for the benefit of all eligible professional and support staff of the YMCA who qualify under applicable participation requirements.

**YMCA OF THE EAST BAY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**Note 18 - Retirement Plan (Continued)**

The YMCA Retirement Fund is operated as a church pension plan and is a not-for-profit, tax exempt, state of New York Corporation. Participation is available to all duly organized and recognized YMCAs in the United States. As a defined contribution plan, the YMCA Retirement Fund has no unfunded benefit obligations. In accordance with the agreement with the YMCA Retirement Fund, the YMCA and employee contributions are a percentage of the participating employee's salaries, paid for by the YMCA, and are remitted to the YMCA Retirement Fund monthly. The YMCA contributions charged to retirement expenses were \$2,048,958 and \$1,860,929 for the years ended June 30, 2023 and 2022, respectively.

**Note 19**  
**Related Parties**

YMCA of the East Bay is a member association of the National Council of Young Men's Christian Associations of the United States of America (the "National Council"). The YMCA is an independent autonomous organization, recognized as a member, but separate from the National Council. The YMCA must meet annual certification requirements to remain a member. Dues paid to the National Council for the years ended June 30, 2023 and 2022 and were \$398,667 and \$373,071, respectively.

**Note 20**  
**Commitments and Contingencies**

The YMCA receives approximately \$25 million in financial awards from the U.S. Department of Health and Human Services. The disbursement of funds received under such programs generally requires compliance with terms and conditions specified in federal regulations and are subject to audit by the U.S. Department of Health and Human Services and possible disallowance of certain expenditures. The YMCA has not had any significant disallowance of financial awards in the past and management expects such amounts, if any, to be immaterial.

In the normal course of business, various legal actions and claims are pending or may be instituted or asserted in the future against the YMCA. Management believes the YMCA does not have any significant claims or other litigation which the ultimate resolution would have a material financial impact.

**Note 21**  
**Subsequent Events**

Management considered all events through October 30, 2023, the date the consolidated financial statements were available for release, in preparing the consolidated financial statements and the related disclosures. The YMCA is not aware of any other significant events that occurred subsequent to June 30, 2023, but prior to the issuance of this report, that would have a material impact on the consolidated financial statements.

July 8, 2024

**Re: Letter of Reference for YMCA of the East Bay**

To Whom It May Concern,

I am writing on behalf of Piedmont Avenue Elementary School of the Oakland Unified School District (OUSD) in support of YMCA of the East Bay and their application to be an Expanded Learning Lead Agency in OUSD. At Piedmont Avenue, our mission is for our students to love learning and have academic and social success. We use a standards based, data driven approach to differentiate instruction with collaboration and aligned instructional practices embedded in equity for all. Our extended learning program, the YMCA of the East Bay, provides target academic support, enrichment programs and leadership opportunities for our students and families. We support after school efforts to engage youth in leadership, academic achievement, and social-emotional development. We are excited about the impact that the YMCA of the East Bay will have in Oakland schools and communities if given the continued opportunity.

We have been working with the YMCA of the East Bay for the past ten years. The work they do for our after school students and families has been extremely supportive. The additional academic support, the engaging enrichment activities, and the family nights, provides excellent support to our school community with relationships that encourage our students to excel and look forward to attending school daily. As a school community committed to provide a full range of support services to develop our youth, we are blessed to have the YMCA of the East Bay on our team. As a Title One school, on average, we service 75-120 low income students and families that need academic and social support. I am grateful that the YMCA of the East Bay staff at Piedmont Avenue

can support, encourage and uplift our families through programming and community events.

Please know that I speak for our entire staff in saying that we at Piedmont Avenue Elementary School fully support the YMCA of the East Bay's efforts to offer after school programming to Oakland students. Our Expanded Learning Programs Director, Courtney Moore, Site Coordinator, Michelle Jaramillo-Hall, and their team are the best for our school and our district. They have been well trained to support the school site team and provide excellent service to our students, families and the entire school community.

Sincerely,

*Mrs. Zarina Ahmad*

Mrs. Zarina Ahmad, Principal  
Piedmont Avenue Elementary School  
zarina.ahmad@ousd.org



**West Contra Costa Unified School District**

1108 Bissell Avenue, Richmond, CA 94801-3135

Phone: (510) 307-4526 Fax: (510) 970-7963

**Dr. Christopher Hurst**  
*Superintendent*

**Sonja Neely - Johnson**  
*Associate Superintendent of Schools*

**Martine Blake**  
*Community Engagement Director*

June 10, 2024

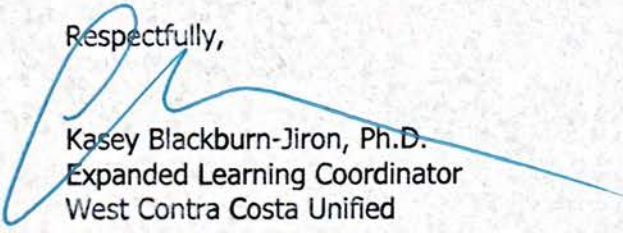
To Whom It May Concern,

The YMCA of the East Bay has been an expanded learning partner to West Contra Costa Unified School District (WCCUSD) for over three decades. During the course of our partnership, they have provided after school, summer, and non school day programming to students in grades TK-12<sup>th</sup>.

The YMCA's commitment to children and youth has been evident in the array of their program offerings from academic support to structured physical activities and leadership. Additionally, we have seen YMCA staff foster strong school site partnerships with principals, school day staff, students, and families. In the 2023-2024SY they operated after school programs in six WCCUSD school sites as well as provided Spring Break, Summer, and Saturday hub programming to students from across the District.

West Contra Costa Unified genuinely values its partnership with the YMCA of the East Bay and recommends them as an expanded learning partner. Please reach out if you have any questions.

Respectfully,

  
Kasey Blackburn-Jiron, Ph.D.  
Expanded Learning Coordinator  
West Contra Costa Unified





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2024

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105	<b>CONTACT</b> <b>NAME:</b> Angie Bray <b>PHONE</b> (A/C, No, Ext): 707-687-2617 <b>E-MAIL</b> ADDRESS: Angie_Bray@ajg.com	<b>FAX</b> (A/C, No): 707-687-2608
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> NOVA Casualty Company		42552
<b>INSURER B:</b> Berkshire Hathaway Homestate Insurance Company		20044
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 530599690 **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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse	Y		CFYML1000001607	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Incident/Aggregate \$ 1M/\$2M
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CFYAU1000001307	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp.Deduct-\$100 \$ 1,000 Coll
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CFYUM1000001307	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	YMWC502812	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Abuse/Molestation			CFYML1000001607 CFYML1000001607	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Occurance/Aggreagate \$1M/\$3M Incident/Aggregate \$1M/\$2M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Medical Expenses (Payments) under the General Liability Policy includes coverage for students. Insurance is Primary and Non-Contributory.  
Oakland Unified School District is included as additional insured with respect to General Liability per attached endorsement where required by written contract.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Risk Management 1011 Union Street, Site 987 Oakland CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

OAKLAND UNIFIED SCHOOL DISTRICT  
ATTN: RISK MANAGEMENT  
1011 UNION STREET, SITE 987  
OAKLAND, CA 94607

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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



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

**SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:  
SPECIAL EVENTS**

1. This endorsement includes coverage for the following:
  - a. All indoor events with less than 2,500 attendees that are less than 24 hours in duration; and
  - b. All outdoor events with less than 2,500 attendees that are less than 24 hours in duration.
2. This provision does not apply to the following events:
  - a. Any event that exceeds either the number of attendees or duration of time as set forth in Paragraph 1. above;
  - b. Any carnival, circus, fair or parade; or
  - c. Any athletic, sports or motor vehicle event including but not limited to contests, demonstrations, exhibitions, races, rallies, tournaments, or competitive activities.

**B. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:**

**1. EXPECTED OR INTENDED INJURY EXTENSION**

Paragraph **a. Expected Or Intended Injury** is deleted and replaced by the following:

- a. "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.

**2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**

Paragraph **g. Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to Aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

**3. NON OWNED WATERCRAFT EXTENSION**

Subparagraph (2) of **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

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

- (a) Less than 60 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 for aircraft, auto or watercraft whether primary, excess, or contingent.

**4. PROPERTY SOLD OR ABANDONED BY YOU**

Subparagraph (2) of **j. Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

**5. DAMAGE TO PREMISES RENTED TO YOU**

- a. The last Paragraph of **2. Exclusions** is deleted and replaced by the following:

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

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**, is deleted and replaced by the following:
  - 6. 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 temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.  
The Damage To Premises Rented To You limit will be the higher of:
    - (1) \$1,000,000; or
    - (2) The amount shown on the Declarations for Damage To Premises Rented To You.

**6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**

- a. The following is added to subparagraph (4) of **j. Damage To Property**:  
However, this exclusion does not apply to “property damage” to your “invitee’s” personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:
  - (a) On premises you own or rent or on ways next to premises you own or rent; and
  - (b) Arising out of your operations.
 For the purposes of this endorsement, personal property does not include any of the following:
  - (a) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
  - (b) Contraband, or property in the course of illegal transportation or trade; or
  - (c) Blueprints, documents, drawings, manuscripts, records or valuable papers.
- b. The following is added to **SECTION III – LIMITS OF INSURANCE**:  
Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all “invitees” because of “property damage” to personal property of such “invitees” in your care, custody or control is \$15,000.

- 7. Paragraph 2. **Exclusions** is amended to add the following exclusion:

**Willful Violation Of A Penal Code Or Statute**

“Bodily injury”, “incidental medical malpractice liability” or “property damage” arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

**C. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,**

Paragraph 2. **Exclusions** is amended as follows:

- 1. Subparagraph **a. Knowing Violation Of Rights Of Another** is amended to add the following:  
This exclusion does not apply to “personal and advertising injury” caused by malicious prosecution.
- 2. Subparagraph **e. Contractual Liability** is deleted and replaced by the following:
  - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

**D. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** Paragraph 1. is amended as follows:

- 1. The limit in subparagraph **b.** is increased to \$2,500.
- 2. The limit in subparagraph **d.** is increased to \$500 a day.

**E. ADDITIONAL INSURED**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of “bodily injury,” “property damage,” or “personal and advertising injury”.
  - a. This endorsement applies only if the written contract or written agreement is:
    - (1) Currently in effect or becomes effective during the term of this Policy; and
    - (2) Executed prior to the “bodily injury,” “property damage”, or “personal and advertising injury”.

- b. The insurance afforded to such additional insured only:
  - (1) Applies to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- 2. The insurance provided to the additional insured by this endorsement applies as follows:
  - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (1) In connection with your premises owned by or rented to you; or
    - (2) In the performance of your ongoing operations.
  - b. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
    - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - (2) Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
  - c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
  - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
    - (1) 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 decoration and similar exposures;
    - (2) The construction, erection, or removal of elevators; or
    - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
  - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.
  - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.  
This insurance does not apply to:
    - (1) Any "occurrence" that 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 the manager or lessor of insured premises.
  - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
  - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.  
This insurance does not apply to:
    - (1) Any "occurrence" that takes place after you cease to lease that land; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
  - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.  
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy those premises.
  - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or
 As respects Paragraph j.(2) above, this insurance does not apply to:
  - (1) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
  - (2) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured 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, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (1) This insurance afforded to 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 under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
    - (e) Any failure by the vendor to make 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 "your products";
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
    - (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 subparagraphs (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 "your 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 such products.
  - l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf;
  - m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such;
  - 3. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
    - a. Required by the contract or agreement; or
    - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
  - 4. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
  - 5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above Subsection E. ADDITIONAL INSURED does not apply to such person(s) or organization(s).

6. Paragraph 4. **Other Insurance SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

As respects the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

**F. SECTION II - WHO IS AN INSURED** is amended as follows:

**1. BROADENED NAMED INSURED**

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

**2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS**

Subparagraphs (a), (b), and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

**3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS**

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician, or paramedic employed by you, but only:

(1) While performing the services described in the definition of "incidental medical malpractice injury"; and

(2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
- (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
- (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

**4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE**

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:  
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance** is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

**G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

**1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of Paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the “occurrence”, offense, claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.

Knowledge of an “occurrence,” offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

**2. FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior “occurrences” existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

**3. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury”, provided that the “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**H. SECTION V – DEFINITIONS** is amended as follows:

**1. BODILY INJURY**

The definition of “bodily injury” in Paragraph **3.** is deleted and replaced by the following:

“Bodily injury” means bodily injury, “incidental medical malpractice injury”, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2. PERSONAL AND ADVERTISING INJURY**

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition of “personal and advertising injury” in Paragraph **14.b.** is amended to:

- b. Malicious prosecution or abuse of process;

The following is added:

“Personal and advertising injury” also means “discrimination” or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
  - i. Any insured; or
  - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling;
- (d) Not arising out of any “advertisement” by the insured.

**3. INSURED CONTRACT**

- a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:
  - a. A contract for a lease of premises.
- b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. PRODUCTS-COMPLETED OPERATIONS HAZARD**

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following: Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

**The following definitions are added:**

- 5. "Discrimination" means:
  - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
  - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

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

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

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

*If having a hard time opening the contract template, please email [procurement@ousd.org](mailto:procurement@ousd.org) for a copy.*

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



**Signature**

07/10/2024

**Date**

Audi Huang / Executive Director

**Name and Title of Signatory**

YMCA of the East Bay

**Name of Organization**