Board Office Use: **Legislative File Info.**	
File ID Number	26-0787
Introduction Date	04/22/26
Enactment Number	
Enactment Date	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Julie McCalmont, Coordinator, Summer Learning Programs

Meeting Date April 22, 2026

Subject Summer Programming Addendum No. 1, Expanded Learning Programs After School Program Master Contract 2025-2028 with East Bay Asian Youth Center

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Ask of the Board
☒ Approve Summer Programming Addendum
☐ Ratify Amendment

Services
On June 25, 2025, the District and East Bay Asian Youth Center entered into an Expanded Learning Programs After School Program Master Contract 2025-2028 for vendor to serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services for eight OUSD school sites. That Master Contract requires that, if summer services are to be added, a separate Scope of Work be submitted reflecting the summer scope, summer budget, and any changes in location as to summer services.

This Summer Programming Addendum is being submitted to name the six school sites where vendor will provide summer services for the summer of 2026 (Franklin Elementary School, Garfield Elementary School, Lincoln Elementary School, Manzanita Community School, Oakland High School and Roosevelt Middle School), as well as to increase the Master Contract not-to-exceed amount by $382,415.94 to cover the cost of summer services as these locations.

Change to Not-
Increasing not-to-exceed amount by $14,631,022.47 to a new not-to-exceed

To-Exceed Amount & Funding Source(s), If Any	amount of $15,013,438.41. Resource 6010 – After School Education and Safety (ASES) Program in the amount of $4,468,833.27; Resource 4124 – 21st Century Programs in the amount of $2,261,053.20; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of $8,283,551.94
Attachment(s)	• Summer Programming Addendum No. 1, Expanded Learning Programs After School Program Master Contract 2025-2028 • Summer Program Plan and Budget • Expanded Learning Programs After School Program Master Contract 2025-2028, Enactment No. 25-1117 • Request for Proposal 26-165CSSS and Vendor Bid Materials

Board Office Use: **Legislative File Info.**	
File ID Number	26-0787
Introduction Date	04/22/26
Enactment Number	
Enactment Date	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

SUMMER PROGRAMMING ADDENDUM
TO EXPANDED LEARNING PROGRAMS
AFTER SCHOOL PROGRAM MASTER CONTRACT 2025-2028
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND
East Bay Asian Youth Center

ADDENDUM NO. ___1____, FOR SUMMER 2026

This Addendum No. __**1**__, for Summer 2026 supplements the Master Contract 2025-2028 (Contract) between Oakland Unified School District (OUSD) and _**East Bay Asian Youth Center**_ (Contractor) entered into on _**06/25/2025**__ (OUSD Enactment No. _**25-1117**_). All terms in the aforementioned Contract remain unchanged, and Contractor remains obligated to provide all services described therein. The parties agree to supplement that Contract as follows:

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

Contractor shall offer programming during Summer 2026, Monday through Friday, every regular summer school day, at the sites, dates, hours, and grade levels provided here:

Site Name	**Date Range**	**No. Days**	**Hours of Operation**	**Grade Levels Served**
Franklin Elementary School	06/08/26 – 07/10/26	23	8:30am – 5:30pm	TK-4
Garfield Elementary School	06/08/26 – 07/02/26	18	8:30am – 5:30pm	TK-4
Lincoln Elementary School	06/08/26 – 07/02/26	18	8:30am – 5:30pm	TK-4
Manzanita Community Elementary School	06/08/26 – 07/02/26	18	8:30am – 5:30pm	TK-4
Oakland High School	06/08/26 – 07/02/26	18	8:30am – 5:30pm	Bridge -9
Roosevelt Middle School	06/08/26 – 07/10/26	23	8:30am – 5:30pm	5-7

2. Summer Program Components/Scope of Work

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

3. Compensation

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

Site Name	**Award Amount**
Franklin Elementary School	$120,160.74
Garfield Elementary School	$51,177.60
Lincoln Elementary School	$38,383.20
Manzanita Community Elementary School	$63,972.00
Oakland High School	$38,480.40
Roosevelt Middle School	$70,242.00
Total Award Amount	**$382,415.94**

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

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

This Addendum and all future addendums, amendments and supplements to the Contract may be executed in one or more counterparts, all of which shall constitute one and the same Contract. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving

party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

OAKLAND UNIFIED SCHOOL DISTRICT

_____ _____

X President, Board of Education Date

☐ Superintendent

☐ Chief or Deputy Chief

_____ _____

Secretary, Board of Education Date

CONTRACTOR

Signed by: David Kakishiba EA553AB9E4304DD... 3/26/2026

Contractor Signature Date

David Kakishiba, Executive Director

Form approved by OUSD General Counsel's Office for 2025-2026 FY

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

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

Please select:

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

☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

a. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
b. Meeting announcement for meeting in which the SPSA modification was approved.
c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT “A” SCOPE OF WORK

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

OUSD Expanded Learning Summer Program Plan Full Document - 2026

Section 1: Summer Program Snapshot							
Campus Site:	Franklin	**Summer Principal:**	Summer Leader Name	**Model**	Collaborative	**Grades Served:**	TK-4
Lead Agency Name:	East Bay Asian Youth Center	**Site Coordinator:**	Rosa Vizcarra	**Target Summer (ADA) Average Daily Attendance:**	147	**Student Start Date**	6/8/2026
Official Summer Learning Program Name	Franklin 2026 Summer					**Student End Date**	7/10/2026

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

Section 3: Summer Program Description
Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gves a ful picture of.a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*
Our program provides a supportive and engaging environment where students can explore their interests, build confidence, and develop important life skills. We focus on creating a community where every student feels welcomed, respected, and encouraged to grow both academically and personally. What makes our program unique is our emphasis on hands-on learning, creativity, and student voice. Rather than focusing only on traditional instruction, we give students opportunities to learn through projects, collaboration, and real-world experiences. Students are encouraged to ask questions, take initiative, and explore new ideas in a safe and supportive setting. Our program includes a variety of activities designed to support different interests and learning styles. These may include creative arts and crafts, cooking, outdoor recreation, team-building games, leadership opportunities, and sports. We also prioritize social and emotional development. Through group discussions, mentorship, and collaborative activities, students practice communication, problem-solving, and teamwork skills. Staff members build strong relationships with students and help create a positive environment where everyone feels valued. A typical day in our program balances structured activities with time for exploration and connection. Students can discover new passions, strengthen friendships, and gain confidence in their abilities. Overall, our goal is to create a meaningful and memorable experience where students feel inspired, supported, and empowered to reach their full potential.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline	
Briefly describe your anticipated summer program student recruitment and retention activities for February - April.	
Our recruitment efforts focus on outreach, relationship-building, and clear communication with families and students. We work closely with school staff, counselors, and invite students who would benefit from the program. Recruitment activities include sharing program information through school announcements, flyers, email newsletters, and direct communication with families. We also host information sessions and use school and community networks to help spread awareness of the opportunity. Retention efforts begin as soon as students enroll. We maintain regular communication with families through reminders, updates, and program previews so students know what to expect and feel excited about attending. Staff also connect with students and families before the program begins to build relationships and address any concerns that might affect participation.	
I have completed the recruitment one-pager and disseminated it to to the feeder schools. (Or focal schools if you are independant)	☐
Have you set up a recruitment and enrollment discussion with the Summer Recruitment mannager at your site?	☐
All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.	
The **proposed** date of my parent orientation is:	5/28/26

Section 5: Summer Staff Information (As much as is known at this time)
To promote continuity between OUSD after-school and summer programs and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).
Summer staff must meet the minimum staff qualifications according to the grant requirements:
Must pass fingerprint background clearance by DOJ and FBI
Must have TB clearance
Must have at least 2 years of college (48 semester units), or pass the Instructional Aide Examadministered by the Alameda County Office of Ed
You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.

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

The Summer Site Coordinator and summer program staff should be hired **no later than March 13th. Summer coordinators should have at least 3 years experience coordinating programming.** You will be required to give our office a directory of entire site staff in April.

Site coordinator	Email	Phone Number
Rosa Vizcarra	rosa@ebayc.org	510-227-7504
Agency Director	**Email**	**Phone Number**
David Kakishiba	junji@ebayc.org	510-435-8582

Section 6: Facilities
Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30.
All summer facility requests must be completed by **March 17th**, through Facilitron. Rooms not reserved by the 17th, may not be available for summer programming.

Indoors		Outdoors
Number of classrooms : 9		Common Spaces
Room 1, 2, 5, 6, 8, 9, 10, 13, 15		Playground
		All restrooms in building 1 and 2
		Cafeteria

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

Signature of Summer Lead Agency Director	Signed by: David Kakishiba EA553AB9E4304D0...
Signature of Summer Hub Site Principal	DocuSigned by: Julie McCalmont 393F68692CE0405...

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2026

Site Name:	Franklin Elementary School		
Site #:	716		
Lead Agency	East Bay Asian Youth Center		
# of summer students (ADA)	147		
# of summer program days	23		
Total Grant Funds	$120,161.00	**Grant Funds for Lead Agency**	**Lead Agency In-Kind Contributions**
	TOTAL CONTRACTED FUNDS	**$120,161.00**	**$0**
BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	$8,000.00	
4310	Curriculum		
5829	Field Trips (fees, supplies)	$5,000.00	
	Transportation	$10,000.00	
	Entry fees for field trips		
	Snacks	$2,000.00	
	Incentives		
	Culminating Event supplies	$1,797.90	
	Total books and supplies	**$26,797.90**	**$0.00**
CONTRACTED SERVICES			
5825	Site Coordinator (list here if CBO staff)		
5825	Program Assistant (one employee, full-time for one month)	$5,500.00	
5825	Program Staff (10 Summer Teachers x 28 days x 6 hours x $28)	$47,040.00	
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits	$6,407.00	
5825	Youth Intern Stipends	$22,400.00	
5825			
	Total services	**$81,347.00**	**$0.00**
IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services	$0.00	$0.00
SUBTOTALS			
	Subtotals DIRECT SERVICE	**$108,144.90**	**$0.00**
	Allowable lead agency admin (at 10% of contracted funds or less)	**$12,016.10**	
TOTALS			
	Total budgeted per column	**$120,161.00**	$0.00
	BALANCE remaining to allocate	**$0.00**	$0.00

Required Signatures for Budget Approval:

Lead Agency:	Signed by: David Katisliba EA553AB9E4304DD...	Date:	3/26/2026
Summer Site Hub:	DocuSigned by: Julie McCalmont 393F68692CE0405...		3/26/2026

Notes:

1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.

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

OUSD Expanded Learning Summer Program Plan Full Document - 2026

Section 1: Summer Program Snapshot							
Campus Site:	Garfield	**Summer Principal:**	Summer Leader Name	**Model**	Independent	**Grades Served:**	TK-4
Lead Agency Name:	East Bay Asian Youth Center	**Site Coordinator:**	Victoria Insalyvanh	**Target Summer (ADA) Average Daily Attendance:**	80	**Student Start Date**	6/8/2026
Official Summer Learning Program Name	Garfield 2026 Summer					**Student End Date**	7/2/2026

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

Section 3: Summer Program Description
Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gves a ful picture of.a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*
Summer program for our independent program at Garfield Elementary will have a Camp Thrive theme with a project based learning approach. In our Camp Thrive theme we will have wilderness survival training where students will learn different survival skills such as how to use a compass and read a map, how to create appropriate shelter for the weather they are in, they will learn about fire safety and water filtration. They would learn this all alongside learning about our natural resources and connecting with the earth around us. We will learn about the indigenous people to the land that we are on, learn about sustainable foods by visiting an Urban Farm, watersheds, the bodies of water that surround us and take a visit and learn about the different regional parks that surround us. We will also have an academic piece to our program where we will have a curriculum to support our students in math and also in literacy. With every lesson that we create we will include the 3 Social Emotional Learning Signature practices to help students develop their Self awareness, Self management and relationship skills and responsible decision making. Hopefully at the end of the summer program we can take a camping trip for the older students so they can put these skills that they learned into practice.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline	
Briefly describe your anticipated summer program student recruitment and retention activities for February - April.	
As of March 12, 2026, we have distributed interest forms to all families currently enrolled in the afterschool program. During the week of March 9–March 13, we also provided enrollment support to families during report card conferences and at student pick-up time. During the last week of March, we plan to send out our program one-pager and interest form to the rest of the school community. Beginning the week of March 16, we will continue outreach efforts by connecting with families and providing QR codes for easy access to the interest form and enrollment information.	
I have completed the recruitment one-pager and disseminated it to the feeder schools. (Or local schools if you are independent)	☑
Have you set up a recruitment and enrollment discussion with the Summer Recruitment mannager at your site?	☐
All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.	
The **proposed** date of my parent orientation is:	June 4th, 2026

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

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

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

Must pass fingerprint background clearance by DOJ and FBI

Must have TB clearance

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

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

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

The Summer Site Coordinator and summer program staff should be hired **no later than March 13th. Summer coordinators should have at least 3 years experience coordinating programming.** You will be required to give our office a directory of entire site staff in April.

Site coordinator	**Email**	**Phone Number**
Jonatan Valladares	Jonatan@ebayc.org	510-326-5495
Agency Director	**Email**	**Phone Number**
David Kakishiba	junji@ebayc.org	510-435-8582

Section 6: Facilities

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

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

Indoors		**Outdoors**
Number of classrooms		Common Spaces
Cafeteria		Black Top
210, 212, 235, 224, 220, 113		

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

Signature of Summer Lead Agency Director	Signed by: David Kakishiba EA553AB9E4304DD...
Signature of Summer Hub Site Principal	DocuSigned by: Julie McCalmont 393F68692CE0405...

1							
2	**GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET**						
3	**TK-12** 2026						
4							
5		**Site Name:**	Garfield				
6		**Site #:**	OUSD Summer Site Code				
7		**Lead Agency**	East Bay Asian Youth Center				
8		**# of summer students (ADA)**	80				
9		**# of summer program days**	18				
10		**Total Grant Funds**	$51,177.60	**Grant Funds for Lead Agency**	**Lead Agency In-Kind Contributions**		
11			**TOTAL CONTRACTED FUNDS**	**$51,177.60**	**$0**		
12	**BOOKS AND SUPPLIES**						
13		4310	Supplies (can be purchased by lead agency for summer supplemental programming)	$3,000.00			
14		4310	Curriculum				
15		5829	Field Trips (fees, supplies)	$2,000.00			
16			Transportation	$4,000.00			
17			Entry fees for field trips				
18			Snacks	$2,000.00			
19			Incentives				
20			Culminating Event supplies	$1,126.84			
21							
22							
23			Total books and supplies	**$12,126.84**	**$0.00**		
24	**CONTRACTED SERVICES**						
25		5825	Site Coordinator (list here if CBO staff)				
26		5825	Program Assistant (1 employee fulltime for one month)	$5,500.00			
27		5825	Program Staff (5 employees x 23 days x 8 hours x $28)	$25,760.00			
28		5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)				
29		5825	Subcontractors (please list each specific subcontracting agency)				
30		5825	Professional Development				
31		5825	Employee benefits	$2,673.00			
32		5825	Youth Intern Stipends				
33		5825					
34			Total services	**$33,933.00**	**$0.00**		
35	**IN-KIND DIRECT SERVICES**						
36							
37							
38							
39							
40							
41			Total value of in-kind direct services	$0.00	$0.00		
42	**SUBTOTALS**						
43			**Subtotals DIRECT SERVICE**	**$46,059.84**	**$0.00**		
44			**Allowable lead agency admin (at 10% of contracted funds or less)**	**$5,117.76**			
45	**TOTALS**						
46			Total budgeted per column	**$51,177.60**	$0.00		
47			**BALANCE remaining to allocate**	**$0.00**	$0.00		
48							
49							
50	**Required Signatures for Budget Approval:**						
51			Lead Agency: Signed by: David Kakishiba EA553AB9E4304DD...	Date:	3/26/2026		
52					3/26/2026		
53	**Notes:**		Summer Site Hub: DocuSigned by: Julie McCalmont 393F68692CE0405...				
54	1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.						
55							
56	2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.						
57							

OUSD Expanded Learning Summer Program Plan Full Document - 2026

Section 1: Summer Program Snapshot							
Campus Site:	Lincoln Elementary School	**Summer Principal:**	Summer Leader Name	**Model**	Independent	**Grades Served:**	TK-4
Lead Agency Name:	East Bay Asian Youth Center	**Site Coordinator:**	Summer Site Coordinator Name	**Target Summer (ADA) Average Daily Attendance:**	60	**Student Start Date**	6/8/2026
Official Summer Learning Program Name	Lincoln 2026 Summer					**Student End Date**	7/2/2026

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

Section 3: Summer Program Description
Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gves a ful picture of.a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*

The Summer 2026 Camp-Out Recreation Program is an outdoor-based enrichment experience designed to support youth development through recreational activities, nature exploration, and community building. Participants will engage in structured outdoor games, team-building challenges, and hands-on nature activities that promote physical wellness, social-emotional growth, and positive peer relationships. The program creates a safe, inclusive environment where youth can build confidence, strengthen communication and collaboration skills, and develop a sense of belonging while enjoying meaningful outdoor experiences throughout the summer.
Get ready for an adventure-filled summer! EBAYC Camp Thrive Outdoor Recreation Program will bring 60 Kinder through 4th grade students outdoors to move, explore, and connect. Campers will enjoy recreational games, nature walks, creative outdoor projects, and team-building activities that promote friendship, leadership, and collaboration. This program creates a positive environment where youth can build social skills, confidence, and a love for the outdoors all while having fun and making lasting memories.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline	
Briefly describe your anticipated summer program student recruitment and retention activities for February - April.	
February 2026: We will survey our after-school program families to assess interest in a Summer Program for students at **Clinton Park.** **March 2026:** After reviewing family interest, we will share InPlay application links with families so they can apply to enroll in the Summer Program. **April 2026:** Families will be notified of acceptance into the Summer Program at Clinton Park and will receive details about the Summer 2026 orientation date and program expectations.	
Have completed the recruitment one_pager and disseminated it to the feeder schools. (Or local schools if you are independent)	☑
Have you set up a recruitment and enrollment discussion with the Summer Recruitment mannager at your site?	☑
All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.	
The **proposed** date of my parent orientation is:	May 15th 2026

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

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

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

Must pass fingerprint background clearance by DOJ and FBI

Must have TB clearance

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

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

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

The Summer Site Coordinator and summer program staff should be hired **no later than March 13th. Summer coordinators should have at least 3 years experience coordinating programming.** You will be required to give our office a directory of entire site staff in April.

Site coordinator	**Email**	**Phone Number**
Lucero Sanchez / Diocelina Ambriz M.	lucero@ebayc.org/ dmorelos@ebayc.org	510-479-5840/ 559-614-2122
Agency Director	**Email**	**Phone Number**
David Kakashiba	junji@ebayc.org	510-435-8582

Section 6: Facilities

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

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

Indoors		**Outdoors**
Number of classrooms		Common Spaces

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

Clinton Park: 655 International Blvd, Oakland, CA 94606

Signature of Summer Lead Agency Director	Signed by: David Kakishiba EA553AB9E4304DD...
Signature of Summer Hub Site Principal	DocuSigned by: Julie McCalmont 393F68692CE0405...

1							
2	**GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET**						
3	**TK-12** 2026						
4							
5		**Site Name:**	Lincoln Elementary School				
6		**Site #:**	OUSD Summer Site Code				
7		**Lead Agency**	East Bay Asian Youth Center				
8		**# of summer students (ADA)**	60				
9		**# of summer program days**	Redacted text				
10		**Total Grant Funds**	$38,383.20	**Grant Funds for Lead Agency**	**Lead Agency In-Kind Contributions**		
11			**TOTAL CONTRACTED FUNDS**	**$38,383.20**	**$0**		
12	**BOOKS AND SUPPLIES**						
13		4310	Supplies (can be purchased by lead agency for summer supplemental programming)	$4,174.88			
14		4310	Curriculum				
15		5829	Field Trips (fees, supplies)	$2,000.00			
16			Transportation	$6,000.00			
17			Entry fees for field trips				
18			Snacks				
19			Incentives				
20			Culminating Event supplies				
21							
22							
23			Total books and supplies	**$12,174.88**	**$0.00**		
24	**CONTRACTED SERVICES**						
25		5825	Site Coordinator (list here if CBO staff)				
26		5825	Program Assistant (# of staff X total hours X hourly rate, including prep and training time)				
27		5825	Program Staff (four employees x 23 days x 8 hours x $28)	$20,608.00			
28		5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)				
29		5825	Subcontractors (please list each specific subcontracting agency)				
30		5825	Professional Development				
31		5825	Employee benefits	$1,762.00			
32		5825	Youth Intern Stipends				
33		5825					
34			Total services	**$22,370.00**	**$0.00**		
35	**IN-KIND DIRECT SERVICES**						
36							
37							
38							
39							
40							
41			Total value of in-kind direct services	$0.00	$0.00		
42	**SUBTOTALS**						
43			**Subtotals DIRECT SERVICE**	**$34,544.88**	**$0.00**		
44			**Allowable lead agency admin (at 10% of contracted funds or less)**	**$3,838.32**			
45	**TOTALS**						
46			Total budgeted per column	**$38,383.20**	$0.00		
47			**BALANCE remaining to allocate**	**$0.00**	$0.00		
48							
49							
50	**Required Signatures for Budget Approval:**						
51			Lead Agency: Signed by: David Kakishiba EA553AB9E4304DD...	Date:	3/26/2026		
52			Summer Site Hub: DocuSigned by: Julie McCalmont 393F68692CE0405...		3/26/2026		
53	**Notes:**						
54	1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.						
55							
56	2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.						
57							

OUSD Expanded Learning Summer Program Plan Full Document - 2026

Section 1: Summer Program Snapshot							
Campus Site:	Manzanita Community	**Summer Principal:**	Summer Leader Name	**Model**	Independent	**Grades Served:**	TK-4
Lead Agency Name:	East Bay Asian Youth Center	**Site Coordinator:**	Angela Phung	**Target Summer (ADA) Average Daily Attendance:**	100	**Student Start Date**	6/8/2026
Official Summer Learning Program Name	Manzanita Community 2026 Summer					**Student End Date**	7/2/2026

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

Section 3: Summer Program Description
Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gves a ful picture of.a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*
Each summer EBAYC focuses on supporting our students growth so that they can thrive in life and school. We want to get students off electronic devices and enjoy the outdoors. This summer is all about getting students outside and in nature. Our theme this summer is "EBAYC Gets Active Summer 2026". There will also be a Literacy component embedded into each week's lesson so that students are not experiencing learning loss over the summer. Week 1 : Health and Wellness - why staying active is good for your body, mindfulness, good sleep habits, ways to keep moving, caring for the plant Week 2 : The Olympics - introducing new and different sports - field hockey, skateboarding, ultimate frisbee, badminton, volleyball, golf Week 3: Cheffin' It Up - healthy recipes that students can make at home, reading nutrition labels, gardening (growing simple herbs, lettuce etc) Week 4 : Oakland Kids Outside - hiking, ice skating, beaches, Lake Merritt, etc Week 5 : World Cup - reflecting on what we learned, field days, rallies, competitions

Section 4: Summer Program Recruitment and Retention Strategies and Timeline	
Briefly describe your anticipated summer program student recruitment and retention activities for February - April.	
We will priortize students who are not offered a spot in OUSD's summer hubs and golden ticket students. We posted flyers around the school, put them in teachers mailboxes and working closely with our Principal and CSM to idenifty and enroll students.	
I have completed the recruitment one_pager and disseminated it to the feeder schools. (Or local schools if you are independant)	☑
Have you set up a recruitment and enrollment discussion with the Summer Recruitment mannager at your site?	☐
All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.	
The **proposed** date of my parent orientation is:	May 13th, 2026

Section 5: Summer Staff Information (As much as is known at this time)
To promote continuity between OUSD after-school and summer programs and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).
Summer staff must meet the minimum staff qualifications according to the grant requirements:
Must pass fingerprint background clearance by DOJ and FBI
Must have TB clearance
Must have at least 2 years of college (48 semester units), or pass the Instructional Aide Examadministered by the Alameda County Office of Ed
You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.

Important Note: Summer program staff in integrated programs will be expected to attend 12 – 15 hours of OUSD summer line staff trainings.		
The Summer Site Coordinator and summer program staff should be hired **no later than March 13th. Summer coordinators should have at least 3 years experience coordinating programming.** You will be required to give our office a directory of entire site staff in April.		
Site coordinator	**Email**	**Phone Number**
Angela Phung	angela@ebayc.org	510-328-9538
Agency Director	**Email**	**Phone Number**
David Kakishiba	junji@ebayc.org	510-435-8582

Section 6: Facilities		
Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30. All summer facility requests must be completed by **March 17th**, through Facilitron. Rooms not reserved by the 17th, may not be available for summer programming.		
Indoors		**Outdoors**
Number of classrooms		Common Spaces
8 portables		Auditorium
		Both playgrounds
		Cafeteria
		Outdoor bathrooms
For off-site programs, please add the address where the summer program will be held.		

Signature of Summer Lead Agency Director	Signed by: David Kakishiba EA553AB9E4304DD...
Signature of Summer Hub Site Principal	DocuSigned by: Julie McCalmont 393F68692CE0405...

	GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET					
	TK-12 2026					
	Site Name:	Manzanita Community				
	Site #:	OUSD Summer Site Code				
	Lead Agency	East Bay Asian Youth Center				
	# of summer students (ADA)	100				
	# of summer program days	Redacted text				
	Total Grant Funds	$63,972.00	**Grant Funds for Lead Agency**	**Lead Agency In-Kind Contributions**		
		TOTAL CONTRACTED FUNDS	**$63,972.00**	**$0**		
	BOOKS AND SUPPLIES					
	4310	Supplies (can be purchased by lead agency for summer supplemental programming)	$6,079.80			
	4310	Curriculum				
	5829	Field Trips (fees, supplies)	$2,500.00			
		Transportation	$2,500.00			
		Entry fees for field trips				
		Snacks				
		Incentives				
		Culminating Event supplies				
		Total books and supplies	**$11,079.80**	**$0.00**		
	CONTRACTED SERVICES					
	5825	Site Coordinator (list here if CBO staff)				
	5825	Program Assistant (one employee full-time for one month)	$5,500.00			
	5825	Program Staff (seven employees x 23 days x 8 hours x $28)	$36,412.00			
	5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)				
	5825	Subcontractors (please list each specific subcontracting agency)				
	5825	Professional Development				
	5825	Employee benefits	$4,583.00			
	5825	Youth Intern Stipends				
	5825					
		Total services	**$46,495.00**	**$0.00**		
	IN-KIND DIRECT SERVICES					
		Total value of in-kind direct services	$0.00	$0.00		
	SUBTOTALS					
		Subtotals DIRECT SERVICE	**$57,574.80**	**$0.00**		
		Allowable lead agency admin (at 10% of contracted funds or less)	**$6,397.20**			
	TOTALS					
		Total budgeted per column	**$63,972.00**	$0.00		
		BALANCE remaining to allocate	**$0.00**	$0.00		
	Required Signatures for Budget Approval:					
	Lead Agency:	Signed by: David Kakishiba EA553AB9E4304DD...	Date:	3/26/2026		
	Summer Site Hub:	DocuSigned by: Julie McCalmont 393F68692CE0405...		3/26/2026		
	Notes:					
	1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.					
	2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.					

OUSD Expanded Learning Summer Program Plan Full Document - 2026

Section 1: Summer Program Snapshot							
Campus Site:	Oakland HS	**Summer Principal:**	Jennifer Goree	**Model**	Collaborative	**Grades Served:**	Bridge to 9th
Lead Agency Name:	East Bay Asian Youth Center	**Site Coordinator:**	Julia DeGuzman	**Target Summer (ADA) Average Daily Attendance:**	70	**Student Start Date**	6/8/2026
Official Summer Learning Program Name	Oakland HS 2026 Summer					**Student End Date**	7/2/2026

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

Section 3: Summer Program Description
Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gves a ful picture of.a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*
Oakland High's Summer Bridge Program is an opportunity for incoming 9th grade students to 1) build positive and caring relationships with peers, teachers, and Wellness Center staff; 2) develop skills for goal setting and positive decision making for personal and academic success; 3) learn or strengthen skills to be emotionally and socially well; and 4) begin to explore 9th grade English and math curricum. Students will take four courses, but attend only two classes each day through our block scheduling. In addition, we will have weekly field trips or program-wide activities.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline	
Briefly describe your anticipated summer program student recruitment and retention activities for February - April.	
On April 21st and 23rd , we will host early invitational nights with incoming 9th-grade families and students. During these events we will outreach for Summer Bridge, distribute flyers for enrollment instructions and/or get a list of interested families to follow up with application completion. In addition, we will reach out to the counselors and Community School Managers at feeder middle schools to share a flyer and instructions on how to apply for Summer Bridge. Finally, once list of incoming 9th grade families are known, we will follow up with email outreach. We will call families as well to confirm interests.	
I have completed the recruitment one-pager and disseminated it to to the feeder schools. (Or focal schools if you are independant)	☐
Have you set up a recruitment and enrollment discussion with the Summer Recruitment mannager at your site?	☐
All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.	
The **proposed** date of my parent orientation is:	6/8/2026

Section 5: Summer Staff Information (As much as is known at this time)
To promote continuity between OUSD after-school and summer programs and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).
Summer staff must meet the minimum staff qualifications according to the grant requirements:
Must pass fingerprint background clearance by DOJ and FBI
Must have TB clearance
Must have at least 2 years of college (48 semester units), or pass the Instructional Aide Examadministered by the Alameda County Office of Ed
You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.

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

The Summer Site Coordinator and summer program staff should be hired **no later than March 13th. Summer coordinators should have at least 3 years experience coordinating programming.** You will be required to give our office a directory of entire site staff in April.

Site coordinator	Email	Phone Number
Julia DeGuzman	julia@ebayc.org	510-847-1639
Agency Director	**Email**	**Phone Number**
Rany Ath	rany@ebayc.org	510-552-8238

Section 6: Facilities
Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30.
All summer facility requests must be completed by **March 17th**, through Facilitron. Rooms not reserved by the 17th, may not be available for summer programming.

Indoors		Outdoors
Number of classrooms		Common Spaces
4 classrooms		Field + Field bathrooms
Restrooms		
Wellness Center		

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

Signature of Summer Lead Agency Director	Rany Ath	Signed by: David Katisluba EA553AB9E4304D0...
Signature of Summer Hub Site Principal	Jennifer Goree	DocuSigned by: Julie McCalmont 393F68692CE0405...

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2026

Site Name:	Oakland HS		
Site #:	617		
Lead Agency	East Bay Asian Youth Center		
# of summer students (ADA)	70		
# of summer program days	18		
Total Grant Funds	$38,480.40	**Grant Funds for Lead Agency**	**Lead Agency In-Kind Contributions**
	TOTAL CONTRACTED FUNDS	**$38,480.40**	**$0**
BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	$1,000.00	
4310	Curriculum		
5829	Field Trips (fees, supplies)		
	Transportation	$6,000.00	
	Entry fees for field trips	$4,000.00	
	Snacks	$2,000.00	
	Incentives		
	Culminating Event supplies	$739.36	
	Total books and supplies	**$13,739.36**	**$0.00**
CONTRACTED SERVICES			
5825	Site Coordinator (list here if CBO staff)		
5825	Program Assistant (# of staff X total hours X hourly rate, including prep and training time)		
5825	Program Staff (# of staff X total hours X hourly rate, including prep and training time)		
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits	$2,493.00	
5825	Youth Intern Stipends	$18,400.00	
5825			
	Total services	**$20,893.00**	**$0.00**
IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services	$0.00	$0.00
SUBTOTALS			
	Subtotals DIRECT SERVICE	**$34,632.36**	**$0.00**
	Allowable lead agency admin (at 10% of contracted funds or less)	**$3,848.04**	
TOTALS			
	Total budgeted per column	**$38,480.40**	$0.00
	BALANCE remaining to allocate	**$0.00**	$0.00

Required Signatures for Budget Approval:

Lead Agency:	Signed by: David Kakishiba EA553AB9E4304DD...	Date:	3/26/2026
Summer Site Hub:	DocuSigned by: Julie McCalmont 393F68692CE0405...		3/26/2026

Notes:

1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.

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

OUSD Expanded Learning Summer Program Plan Full Document - 2026

Section 1: Summer Program Snapshot							
Campus Site:	Roosevelt	**Summer Principal:**	Nina Gardner-Meeks	**Model**	Roosevelt @ Garfield 2026 Summer	**Grades Served:**	5-7
Lead Agency Name:	East Bay Asian Youth Center	**Site Coordinator:**	Dianna Ochoa	**Target Summer (ADA) Average Daily Attendance:**	100	**Student Start Date**	6/8/2026
Official Summer Learning Program Name	Roosevelt @ Garfield 2026 Summer					**Student End Date**	7/10/2026

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

Section 3: Summer Program Description
Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gves a ful picture of.a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*

The Roosevelt EBAYC Camp Thrive Summer Program at Garfield Elementary will run for five weeks and provide students with a balanced experience that combines academic learning, enrichment, and exploration. Mornings will focus on academic support and skill building, while afternoons will offer a variety of engaging enrichment activities designed to spark creativity, teamwork, and personal growth. Students will also participate in exciting field trips and outdoor exploration opportunities that allow them to learn beyond the classroom and connect with their environment.
Each day will begin with warm welcomes and conclude with optimistic closures to help build a strong sense of belonging and community as Roosevelt students transition into their summer experience at Garfield Elementary. The program will also incorporate mindfulness practices and hands-on STEM activities to support students' overall development, wellbeing, and curiosity for learning.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline	
Briefly describe your anticipated summer program student recruitment and retention activities for February - April.	
From February through April, EBAYC will collaborate with Roosevelt Middle School's administration and teachers to identify and recruit students for the summer program. Outreach efforts will include direct engagement with students and families, ParentSquare announcements, flyers, and promotion at school events to encourage strong family participation. Enrollment will take place through the InPlay system from March through May, or until all available spaces are filled. To support retention, EBAYC will highlight the program's engaging opportunities, including hands-on project-based learning, field trips, and enrichment activities. Families will also be invited to a program orientation in June to review expectations and program highlights. Throughout the program, students will receive incentives and weekly recognition for their participation and achievements to maintain motivation and consistent attendance.	
Have completed the recruitment one_pager and disseminated it to the feeder schools. (Or local schools if you are independant)	☑
Have you set up a recruitment and enrollment discussion with the Summer Recruitment mannager at your site?	☑
All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.	
The **proposed** date of my parent orientation is:	June 3, 2026 @ 5pm

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

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

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

Must pass fingerprint background clearance by DOJ and FBI

Must have TB clearance

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

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

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

The Summer Site Coordinator and summer program staff should be hired **no later than March 13th. Summer coordinators should have at least 3 years experience coordinating programming.** You will be required to give our office a directory of entire site staff in April.

Site coordinator	**Email**	**Phone Number**
Dianna Ochoa	dianna@ebayc.org	510-975-0143
Agency Director	**Email**	**Phone Number**
David Kakishiba	junji@ebayc.org	510-435-8582

Section 6: Facilities

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

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

Indoors		**Outdoors**
Number of classrooms		Common Spaces
8 classroons		cafeteria
		Auditorium
		Lower and uppper play yard

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

Signature of Summer Lead Agency Director	Signed by: David Kakishiba EA553AB9E4304DD...
Signature of Summer Hub Site Principal	DocuSigned by: Julie McCalmont 393F68692CE0405...

1							
2	**GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET**						
3	**TK-12** 2026						
4							
5		**Site Name:**	Roosevelt				
6		**Site #:**	712				
7		**Lead Agency**	East Bay Asian Youth Center				
8		**# of summer students (ADA)**	100				
9		**# of summer program days**	23				
10		**Total Grant Funds**	$70,242.00	**Grant Funds for Lead Agency**	**Lead Agency In-Kind Contributions**		
11			**TOTAL CONTRACTED FUNDS**	**$70,242.00**	**$0**		
12	**BOOKS AND SUPPLIES**						
13		4310	Supplies (can be purchased by lead agency for summer supplemental programming)	$5,000.00			
14		4310	Curriculum				
15		5829	Field Trips (fees, supplies)	$2,000.00			
16			Transportation	$8,000.00			
17			Entry fees for field trips				
18			Snacks				
19			Incentives				
20			Culminating Event supplies	$1,419.80			
21							
22							
23			Total books and supplies	**$16,419.80**	**$0.00**		
24	**CONTRACTED SERVICES**						
25		5825	Site Coordinator (list here if CBO staff)				
26		5825	Program Assistant (1 employee full-time for one month)	$5,500.00			
27		5825	Program Staff (8 employees x 28 days x 6 hours x $28)	$37,632.00			
28		5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)				
29		5825	Subcontractors (please list each specific subcontracting agency)				
30		5825	Professional Development				
31		5825	Employee benefits	$3,666.00			
32		5825	Youth Intern Stipends				
33		5825					
34			Total services	**$46,798.00**	**$0.00**		
35	**IN-KIND DIRECT SERVICES**						
36							
37							
38							
39							
40							
41			Total value of in-kind direct services	$0.00	$0.00		
42	**SUBTOTALS**						
43			**Subtotals DIRECT SERVICE**	**$63,217.80**	**$0.00**		
44			**Allowable lead agency admin (at 10% of contracted funds or less)**	**$7,024.20**			
45	**TOTALS**						
46			Total budgeted per column	**$70,242.00**	$0.00		
47			**BALANCE remaining to allocate**	**$0.00**	$0.00		
48							
49							
50	**Required Signatures for Budget Approval:**						
51			Lead Agency: Signed by: David Kakishiba EA553AB9E4304DD...	Date:	3/26/2026		
52			Summer Site Hub: DocuSigned by: Julie McCalmont 393F68692CE0405...		3/26/2026		
53	**Notes:**						
54	1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.						
55							
56	2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.						
57							

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Office Use: **Legislative File Info.**	
File ID Number	25-1318
Introduction Date	6/25/2025
Enactment Number	25-1117
Enactment Date	6/25/2025 CJH

Board Cover Memorandum

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer
Meeting Date	June 25, 2025
Subject	Expanded Learning Programs After School Program Master Contract 2025-2028 with East Bay Asian Youth Center

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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 the eight OUSD school sites listed in Exhibit A.*
Term	Start Date: 7/1/25 End Date: 7/31/28
Not-To-Exceed Amount	*$14,631,022.47*
Competitively Bid	Yes If the Service Agreement was <u>not</u> competitively bid and the not-to-exceed amount is <u>more</u> 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 $4,468,833.27; Resource 4124 – 21st Century Programs in the amount of $2,212,189.20; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of $7,950,000.00*

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 East Bay Asian Youth Center
- 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

East Bay Asian Youth Center

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 East Bay Asian Youth Center ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at the OUSD school sites identified in the Scope of Work(s) to be incorporated into this Master Contract by reference. A summary of Agency after school programs to be offered during the school year ("SUMMARY") is attached hereto as Exhibit A. Summer programs will be selected through a Scope of Work at a later date, based on OUSD needs, site availability, and subject to Board approval. Identification of summer programs is anticipated in February of each year and after-school providers will be assigned to OUSD schools to facilitate summer programming.

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

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

   - California Department of Education ("CDE") After School Education and Safety Program ("ASES")
   - US Department of Education 21st Century Community Learning Centers (21st CCLC)
   - US Department of Education 21st Century High School After School Safety and Enrichment for Teens ("ASSETS")
   - Expanded Learning Opportunities - Programs ("ELO-P")
   - Oakland Fund for Children and Youth - This Master Contract will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASES and 21st CCLC funds.
   - Private grants

4. **Term of Master Contract.** The term of this Master Contract shall be July 1, 2025, through July 31, 2028 .

5. **Termination and Suspension.**

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

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

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

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

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

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

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

Jan-May: Transition

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

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

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

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

CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three-year grant totals for each school site identified in Exhibit A. The three-year not-to-exceed amount for this Master Contract is $_14,631,022.47__. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.5. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASES and 21st CCLC and ASSETS, and ELO-P funding guideline requirements and follow OUSD after-school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates. OUSD's Expanded Learning Office will monitor all compliance requirements and provide regular supervision of sites at its discretion. AGENCY will provide all necessary documents within 48 hours of written request by OUSD.

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

7.7. **Program Requirements**

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

7.7.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2025–2026 through the 2027-2028 school years (EC Section 8483[a][1]). AGENCY will close the ASES, 21st CCLC, ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2025-2026 through the 2027-2028 school years for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental or ELO-P grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder. AGENCY can not utilize ASES/21stCCLC/ASSETS/ELO-P professional development days during the first week of school.

7.7.3. **Program Staffing.** AGENCY agrees to ensure each school site is fully staffed (lead agency staff and/or subcontractors) and able to provide comprehensive programming to 86% of the grants ADA requirement commencing on the first day of school and continuing through the last day. AGENCY will ensure staff are clearly identifiable. Site coordinator salary is considered direct service and the Site coordinator must be on campus at least 85% of the time (8483.9[c]). AGENCY will provide staff with training and development (EC Section 8483.3[c][4]) to ensure high quality programming. Selection of the Site Coordinator is subject to the approval of the school site principal (EC Section 8483.4)

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

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests. (EC 8482.3[c][1][A], 8482.3[f][6], 8483.3[c][1])
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning, and other youth development activities based upon student needs and interests. (EC 8482.3[c][1][B], 8482.3[f][6], 8483.3[c][2]) All programs must offer both enrichment and recreation/physical fitness activities as core components of the after-school program, and summer program if summer program is provided. (EC 8483.3[c][7])
- **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services. (EC Section 8482.3[c][1][A])
- **Equitable Access Programming.** AGENCY shall include a component for students at all schools site receiving Equitable Access funding to support full access to program components.
- **Supplemental and Summer Services**. In all programs receiving 21st CCLC Supplemental and/or ELO-P grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. If summer services will be added, a separate Scope of Work will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- **Elementary and Middle School Sports League Activities.**
  All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off-site practices and games, are subject to the field trip

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

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

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

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

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

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

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

7.7.4.1.5. Provide annual training to AGENCY.

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

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

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

7.7.4.2.3. Ensure meal count is accurate;

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

7.7.4.2.5. Return leftovers to the cafeteria;

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

7.7.4.2.7. Ensure that meals are not removed from campus

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

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

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

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

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

7.7.4.4.1. Super Snack: $3.66

7.7.4.4.2. Supper: $3.66

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.15.1.1. Epi-Pen Medication Overview:

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

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

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

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

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

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

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

7.20. Student Discipline & Due Process: No student may be removed from participation in an after-school program operated by an Expanded Learning Lead Agency without due process. AGENCY must adhere to all applicable policies, procedures, and regulations governing student discipline to ensure fairness, equity, and transparency in decision-making.

7.20.1. Review and Determination by OUSD Expanded Learning Office (EXLO): In the event that a student exhibits behavioral conduct that may warrant removal from the program, the Expanded Learning AGENCY must document all incidents, interventions, and attempts to support the student prior to any determination. Before taking any action to remove a student, the AGENCY shall submit a formal incident report and request for review to the OUSD Expanded Learning Office (EXLO).

7.20.2. Approval Prior to Removal: The EXLO will conduct a comprehensive review of the reported behavioral conduct, including any mitigating circumstances, documented interventions, and student support strategies. The EXLO shall determine whether removal from the program is an appropriate and necessary action. No student shall be removed from participation unless and until the EXLO has vetted and approved such action in writing.

7.20.3. Interim Measures: While awaiting EXLO review and approval, the AGENCY may implement temporary interventions, including but not limited to, behavior contracts, additional supervision, modified participation, or referrals to support services. However, an AGENCY may not enact a unilateral removal or exclusion of a student without following the due process outlined herein.

7.20.4. Notification & Appeal: If removal is approved, the AGENCY must provide formal written notice to the student's parent/guardian, outlining the reasons for removal and any available appeal process. Appeals must be submitted in writing within 30 days to the EXLO office for reconsideration.

7.20.5. Non-Discrimination & Equity: All decisions regarding student behavior and potential removal must be made in alignment with OUSD policies on equity, inclusion, and non-discrimination. No student shall be excluded from participation in the program based on race, gender, disability status, or other protected classifications.

7.20.6. Compliance & Accountability: Failure to adhere to this process may result in corrective action against the Agency.

7.21. Equipment & Supply Inventory Management: All equipment and supplies purchased for the Expanded Learning Program (ELP) using funding from the After School Education and Safety (ASES), Expanded Learning Opportunities Program (ELOP), After School Safety and Enrichment for Teens (ASSETs), or 21st Century Community Learning Centers (21st CCLC) grants remain the sole property of the Expanded Learning Program and do not belong to the Lead Agency. Lead Agencies are prohibited from repurposing, transferring, or claiming ownership of such equipment for any use outside the scope of the Expanded Learning Program.

7.21.1. Inventory & Documentation Requirements: Lead Agencies are required to maintain an accurate, up-to-date inventory of all equipment and non-consumable supplies purchased with grant funds. The inventory shall include, at a minimum:

- Item description
- Date of purchase
- Cost of purchase
- Serial number (if applicable)
- Location of the item
- Condition/status of the item

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

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

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

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

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

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

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

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

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

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

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

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

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

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

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

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

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

8.3.7. **Supervision**

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

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

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

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

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

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

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

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

8.3.10. Vendor is licensed to provide all proposed activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

8.5.3. **Swimming Activities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Invoicing**

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

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

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

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

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

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

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

12. **Changes**

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

12.2. **Changing Legislation.** AGENCY understands that changes in Federal or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2025 - through the - 2028 fiscal years to reflect additional changes resulting from such legislation.

13. **Conduct of Consultant**

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

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

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

13.1.3. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement. (EC 8483.4)

13.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff-to-student ratio (EC 8483.4)must meet the following minimum

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

13.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employees, representatives, or agents from the OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after-school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

13.3. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit G is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of a change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

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

13.6. Bullying; Sexual Harassment. The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance, and

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

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

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

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

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

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

15.3. Either one of these two types of coverage are acceptable - It should be on an ACORD Sheet: A) Improper Sexual Conduct & Physical Abuse Liability or B) Sexual Abuse & Molestation. It should have minimum policy limits of $1MM per occurrence and $2MM aggregate minimum

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

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

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

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

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

OUSD

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

AGENCY

Name:	David Kakishiba
Title:	Executive Director
Address:	2025 East 12th Street
City, ST Zip:	Oakland, CA 94606
Phone:	510-533-1092
Email:	junji@ebayc.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**
_____ 6/26/2025 X President, Board of Education — Date ☐ State Administrator ☐ Superintendent _____ 6/26/2025 Secretary, Board of Education — Date DocuSigned by: Andrea Bustamante 806EC2B9F1FE4AB... 5/14/2025 Executive Director — Date Community Schools and Student Services Dept. Signed by: Sondra Aguilera B072CB8033AD406... 5/19/2025 Chief Academic Officer — Date Continuous School Improvement *MOU template approved by OUSD Office of the General Counsel May 2025*	Signed by: David Kakishiba EA553AB9E4304DD... 5/14/2025 Agency Signature — Date David Kakishiba, Executive Director Print Name, Title **Attachments:** ● **Exhibit A.** School Site List and Annual Grant Amounts ● **Exhibit B.** Scope of Work Template and Budget Tool Template ● **Exhibit C.** Procedure for Invoicing & Attendance ● **Exhibit D.** Certificates of Insurance ● **Exhibit E.** Statement of Qualifications ● **Exhibit F.** Agency Letter ● **Exhibit G.** Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY Legislative File ID: 25-1318

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:
Dewey High	138	$279,500.00
Franklin Elementary	117	$564,877.89
Garfield Elementary	166	$704,919.04
Lincoln Elementary	149	$773,532.49
Manzanita Community School	83	$502,612.13
Oakland High	138	$279,500.00
Roosevelt Middle	296	$1,118,583.10
Urban Promise Academy	110	$653,482.84
	Total:	$4,877,007.49

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 *(educational and literacy component, educational enrichment, physical activity, social-emotional learning, family engagement, and universal design).*	Agency Director & Site Principal
	*Educational/Literacy		Agency Director & Site Principal
	*Social Emotional		Agency Director & Site Principal
	*Enrichment		Agency Director & Site Principal
	*Physical Activity		Agency Director & Site Principal
	*Family Engagement		Agency Director & Site Principal
	Continuous Quality Improvement		
	Facilities	Outlines which parts of the campus the Expanded Learning program will utilize, including UED programming.	Agency Director & Site Coordinator
	Campus Safety & Access	Includes safety agreements between the Lead Agency and the School Site, including a link to the safety plan	Agency Director & Site Principal
*** Community School Managers and Quality Supports Coaches should be a part of the planning process.**			

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION

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

SECTION 2: PROGRAM OPERATIONS

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

Per CDE Education Code Section 8483.7(c) allows programs to close for a **maximum of 3 days during a calendar year *(not a school year)*** for staff development. Families and school site personnel must be notified of these program closure dates in advance, and the lead agency must maintain and upload documentation of professional development activities offered on these dates, including training agendas and staff sign-in sheets. **This should be uploaded no later than 5 business days after the closure day.**

Identify the three days (if any) your program plans to close this year for PD. The program must be open all other days of the school year. (Updates for any date changes are due September 2025).

1st:		2nd:		3rd:	

ATTENDANCE, STAFFING, OUTREACH, AND RECRUITMENT

All programs serving students TK through 6th grade must be accessible to all students who need it. All programs are required to meet their ASES and/or 21CCLC ADA or risk grant reductions in the following school year. Accordingly, it is important for site teams to work collaboratively with the lead agency to identify outreach strategies to eliminate waitlists.

*Sites utilizing **ELO-Program funds must OFFER comprehensive after-school and intersessional Expanded Learning Opportunities to ALL** unduplicated pupils 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).

*ELO-Program must **prioritize enrollment for all** unduplicated pupils.

*Pupils that are **foster, unhoused, ELL and/or qualify for free and reduced-price meals cannot be charged fees.**

Enrollment Estimation: 25 - 26 (*for the site's combined funding*) (ASES, 21CCLC, and ELOP)		**Average Daily Attendance:** CDE ADA Target (ASES, 21CCLC, ASSETs)	

Staffing Estimations:
Review enrollment projections for the 2025-26 school year to identify staffing requirements. All staff should be reflected in the **Quip Budget** - **Allowable Expenses Crosswalk**

Grade Levels Served and Enrollment Estimations (Site-Based School Day Enrollment Data)

Grade Level	**TK/K** 10:1 Student/Staff Ratio	**1st - 5th Grade** 20:1 Student/Staff Ratio	**6th-8th Grade** 20:1 Student/Staff Ratio	**9th-12th Grade** 20:1 Student/Staff Ratio
Enrollment Estimation				
Staffing Targets Based on the projected enrollment numbers				
Teachers on ET (not UED/QSC) **or** **OUSD STAFF OT**				

PROGRAM OFFERING, SAMPLE SCHEDULE, AND COMMUNITY-BASED PARTNERS (SUB-CONTRACTORS)

0	**The "Program Schedule" has been completed and uploaded into the deliverables folder.**

0	Insert Link Here: {Ensure it is uploaded in your deliverable folder} _____
	The program schedule should include: a. Before care b. Class/Activity title, i.e., African Dance, Yoga - be specific c. Day and time program is being offered
	Use the attached template to describe program components, then link them to this document. Use the drop-box option (a) CDE--academic, enrichment, physical activity to indicate the component your offering fits under.
	In the fall, sites are required to resubmit updated program schedules.* ***This schedule should be clearly aligned with the supports identified in section 4.*

Please list any community-based organizations/sub-contractors the site will partner with in the **2025-26 school year.**
All Subcontractors should also be in the site's Quip Budget - Allowable Expenses Crosswalk

Organization Name: *Example: Jane's Cooking*	***Estimated Contract Amount***	***Who will manage the services:*** *School Site - Lead Agency*	**Who is paying the subcontractor?** (Lead Agency/School/ExLO)

SECTION 3: ENROLLMENT

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

SECTION 4: INCLUSION

INCLUSION - SUPPORTING ALL OUSD STUDENTS
***Please check all the boxes to demonstrate awareness and implementation of mandatory expectations.**
Who can receive the Golden Ticket?
Per federal statute, California Education Code, and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a *Golden Ticket*. 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 ***McKinney-Vento Homeless Assistance Act** (42 U.S.C. Sec. 1143a)*, who is in foster care, or is designated as an unaccompanied minor.
- Any OUSD student who identifies as a newcomer, refugee or as an asylee.***Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)***
- Establishes the definition of homeless used by schools
- Ensures that children and youth experiencing homelessness have immediate and equal access to public education
- Provides for educational access, stability, and support to promote school success
- Needed to address the unique barriers faced by many homeless students
- OUSD's ExLO will also distribute Golden Tickets to students under special cirucmstances (Example: Emergency Transfers)
0 The expanded learning lead agency is aware of and will implement the OUSD Golden Ticket Policy.
Reasonable Accommodations Handout. Expanded Learning Inclusion Policy
Oakland School Board passed Resolution No. 2021-0159 in June 2021: Ensuring Access to Social-Emotional and Academic Supports for Students with Disabilities.

SECTION 5: PROGRAM COMPONENTS

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

1) EDUCATIONAL COMPONENT	
OUSD requires that part of your Educational Component focuses on Literacy and includes academic support in the core subject (language arts, math, history/social science, etc). Make sure to include how district literacy practices will be integrated. (i) Describe how the expanded learning program will provide the educational & literacy component. (ii) How are students building academic skills? (iii) How does the program align/supplement the school day priorities and curriculum?	

Respond Below:

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

Respond Below:

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

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

Respond Below:

4) Physical Activity is an activity other than recess that is structured and supervised with a warm-up, structured physical activities, and a cool down. (This should happen for all students in the program.)
CDE expects **Elementary** programs to offer 30-60 minutes of developmentally appropriate, **daily physical activity** (to help meet CDE recommendation of 30-60 daily minutes of moderate to vigorous physical activity for youth). **This is not 'free play' or recess.** (We understand Middle and High will vary based on sports programs and scheduling. Programs should provide a physcial 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). · Plan and evaluate (review fitness test results, track minutes, etc.) · Include a variety of activities throughout the year
Describe how the expanded learning program will provide *structured physical activity* for all participants. *(Include specific strategies to promote healthy choices and behaviors.)*

Respond Below:

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

Respond Below:

SECTION 6: CONTINUOUS QUALITY IMPROVEMENT

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

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

SECTION 7: FACILITIES

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

SECTION 8: CAMPUS SAFETY AND ACCESS

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

after school regarding stay away orders. What is the process for the principal to inform the expanded learning site coordinator when a stay away order is implemented?	
Add a link to your 2025-2026 safety plan.	
Indicate all actions that will occur to ensure after-school program safety and alignment with school day procedures for emergency preparedness and emergency response:	
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.
2. List the training and resources the school will provide to after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. *How will you ensure staff is trained for emergencies? What are the onsite communication protocols and expectations?*	
0	The principal and site coordinator have reviewed the **OUSD Expanded Learning Emergency/Crisis 1st Level Response Notification Protocol** and understand expectations regarding communication and incident reporting when an issue involving after-school safety
0	Expanded learning coordinator will have access to facility keys to ensure safety for after-school programs. Should a lockdown or a secure school is needed. The expanded learning Program **will have access to facility keys** for all areas where expanded learning programming occurs?
Culture Keeper	
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																				
																0					
	Total certificated		**3050**	**0**		**0**	**0**		**0**	**0**		**0**	**0**	**0**	**0**	**0**	**0**				
2205	Site Coordinator (list here, if district		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**				
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**				
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**				

5825	Site Coordinator (list here if CBO staff)		0	0																			
5825	Academic Instructors (List each staff																						
5825	Enrichment Facilitators (List each staff																						
5825	Subcontractors (please list each specific			0																			
5825	STEM instructors _ (number of hours x																						
5825	College/career readiness facilitator																						
5825	Other Staff (number of hours x			0																			
5825	Family Liaison (recommended for 21st																						
5825																							
5825	Mental Health consultant (optional)		0																				
5825	Staff time to participate in Professional																						
5825																							
5825	TK Instructor																						
5825																							
	Total services		**0**	**0**		**0**	**0**		**0**	**0**		**0**	**0**	**0**	**0**	**0**	**0**						
																						0	0
																						0	
	Total value of in-kind direct services																					**0**	**0**
	Lead Agency admin (5% max of total contracted $ - 10% for ELOP)			0.00			0.00			0.00			0.00									0.00	
	Subtotals DIRECT SERVICE	**####**	**3,797.25**	**0.00**	**####**	**0.00**	**0.00**	**###**	**0.00**	**0.00**	**###**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**						
	Subtotals Admin/Indirect	**####**	**0.00**	**0.00**	**####**	**0.00**	**0.00**	**###**	**0.00**	**0.00**	**###**	**0.00**	**0.00**									**0.00**	
	Total budgeted per column		3,797.25	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00						
	Total BUDGETED	**0**	3,797.25		0	0.00		**0**	0.00		**0**	0.00		0.00	0.00	0.00	0.00						
	BALANCE remaining to allocate		**-3,797.25**			**0.00**			**0.00**			**0.00**											
	TOTAL GRANT AWARD/ALLOCATION		**0.00**			**0.00**			**0.00**			**0.00**											

ASES MATCH REQUIREMENT:	
ASES requires a 3:1 match for every grant award	
Total Match amount required for this grant:	0.00

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: Date:

Lead Date:

Exhibit C (1)

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

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

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

- All attendance must be entered into Aeries Student Information System, and all copies of sign-in/sign-out sheets must be uploaded into the site's deliverable Google folder by the 10th of every month. Attendance sign-in must comply with OUSD and CDE's protocols.

- A detailed breakdown of charges must be provided, including the number of hours worked and the hourly rate. All subcontractors' payments and purchases under $500/per item must be reflected in the corresponding invoice. Receipts for purchases made with expanded learning funds must be attached to the invoice to support any expenses reflected on the invoice. Bus itinerary and reservation documentation must be attached for all field trip expenditures **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**

- All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st, and should be entered by the 10th of every month.

- Contractor, Agency, Site Coordinator, and Principal signatures will be collected through the Salesforce Community Database and DocuSign. All of these signatures must be signed by the intended individual.

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

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

Exhibit C (2)

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

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

Paying OUSD **Certificated Employees** (Teachers)

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

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

Exhibit C (3)

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

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

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

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

EASTBAY-11 RDEANDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Road Suite 300 Concord, CA 94520	CONTACT NAME: Vicky De La Torre PHONE (A/C, No, Ext): (415) 874-7117 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com
INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nonprofits' Insurance Alliance of California, Inc — 01184 INSURER B : Oak River Insurance Company — 34630 INSURER C : Scottsdale Indemnity Company — 15580 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Improper Sexual X Conduct: $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		2024-55188	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2024-55188	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 0			2024-55188-UMB	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EAWC522685	6/1/2024	6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers			EKI3524720	5/14/2024	5/14/2025	Ret: 0 Each Claim	1,000,000
C	Employment Practices			EKI3524720	5/14/2024	5/14/2025	Retention: $50,000	1,000,000

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

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA
Policy Number: 2024-55188 | Effective Dates: 06/01/2024 - 06/01/2025
Sexual Abuse or Molestation - $1,000,000 Each Claim / $2,000,000 Aggregate
Social Service Professional Coverage: $1,000,000 Each event/ $2,000,000 Aggregate

Oakland United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers are Additional Insured with regard to General Liability when required by written contract, per the attached endorsement CG2026 12/19.

CERTIFICATE HOLDER

Oakland United School District
Attn: Risk Management
1011 Union Street
Oakland, CA 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: EASTBAY-11 RDEANDA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services Inc.		East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
INSURER : Nonprofits' Insurance Alliance of California, Inc; NAIC # 01184; Professional Liability - Policy number: 2024-55188; Effective Date: 6/1/2024 / Expiration Date: 6/1/2025 / Limits: Aggregate: $2,000,000, Each event Limit: $1,000,000.

Oakland Unified School District, Supervisors, the individual members thereof, and all officers, agents, employees and volunteers are Additional Insured with regard to the General Liability policy, per the attached endorsement form NIAC-E61 02/19.

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

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

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

However:

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

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

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

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

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

 © Insurance Services Office, Inc., 2012

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2024-55188

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Oakland Unified School District

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or

b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Exhibit E

Statement of Qualifications

INSERT HERE

East Bay Asian Youth Center
Statement of Qualifications

East Bay Asian Youth Center (EBAYC) is a 47-year-old non-profit youth development organization dedicated to building supportive relationships with young people to empower them to be safe, smart, and socially responsible.

EBAYC's intended impact is to have youth be safe, healthy, and thriving. We do this by: 1) providing wrap-around support to young people impacted by generational poverty, violence, and trauma; 2) building long-term partnerships with neighborhood schools to foster transformative change that results in schools improving students' social and academic outcomes and reducing racial and social outcome disparities; and 3) organizing families to build collective power to transform their neighborhoods and communities.

EBAYC supports a racially and culturally diverse membership of over 2,500 young people in Oakland's Chinatown, Eastlake, and San Antonio communities – engaging young people and their families in a neighborhood-based continuum of support and opportunity from elementary school through young adulthood.

EBAYC manages an annual budget of $8 million and employs over 130 individuals, of whom the vast majority are neighborhood residents and EBAYC alumni.

Exhibit F

Agency Letter

INSERT HERE

EBAYC

Where young people grow, thrive and lead!

East Bay Asian Youth Center
Agency Letter to Oakland Unified School District

Please accept this letter as confirmation of the East Bay Asian Youth Center's (EBAYC_) commitment to comply with the following statements:

1. All EBAYC employees that work at Oakland Unified School District (OUSD) schools and programs have passed fingerprint review by the Department of Justice and FBI and TB Testing requirements.

2. ATI Numbers (from fingerprinting) will appear on all EBAYC invoices submitted to OUSD.

3. Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available on demand.

David Kakishiba
Executive Director
East Bay Asian Youth Center

07/01/2024
Date

2025 E. 12th Street Oakland, CA 94606 www.ebayc.org Tel. 510.533.1092 Fax 510.533.6825

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

_____

□ President, Board of Education
□ Superintendent or Designee

_____
Secretary, Board of Education

AGENCY

_____

EMPLOYEE

_____

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal #24-148ExLO

EXPANDED LEARNING LEAD AGENCY FOR EXPANDED LEARNING OFFICES

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

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

Proposals Due:
July 12, 2024

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

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B. Schedule of Events

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

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.
The District reserves the right to amend or cancel this proposal at any time.
Proposers are responsible for viewing any new changes related to this proposal online at https://www.ousd.org/bidopportunities.

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

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

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

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

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

C.Introduction and Overview

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

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

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

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

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

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

Term of the List of Qualified Agencies

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

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

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

Overview of OUSD Expanded Learning Programs

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

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

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

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

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

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

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

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

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

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

D. Funding

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

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

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

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

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

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

Other considerations for the allocations of funds

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

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

E. OUSD Expanded Learning / Program Operation

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

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

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

F. Base-line Expanded Learning Program Requirements

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

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

An expanded learning program must include the following:

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

    - Serve a minimum 83 elementary and 111 middle school students daily and, free to all unduplicated students

- To satisfy **21st CCLC E/M**:
    - Educational and literacy components to provide tutoring and/or homework assistance,
    - Educational enrichment component,
    - Physical activity/recreation component, and
    - Serve a minimum ADA contingent on grant allocation and,
    - Free to all unduplicated students

- To satisfy **ASSETs**:
    - Educational and literacy component to provide tutoring and/or homework assistance,
    - Educational enrichment component,
    - Physical activity/recreation component, and
    - Serve a minimum of 139 students daily

- To satisfy **ELO-P**:
    - Offer 9 Hours of Programming (School day hours count toward the 9 hours)
    - Support TK-6th grade students
    - 175 school days & 30 days intersessions (For the purpose of this site plan, the scope of work will be for a total of 60 school days)
    - TK/K staff ratio 10:1
    - Must offer the program to all unduplicated TK-6 grade students
    - Parallel ASES Compliance Reporting
    - ELO-P funding can not be used to provide school day support (CDE Guidance)

Additional Program Requirements:

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

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

Operational Requirements

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

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

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

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

G. Staffing

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

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

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

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

H. Enrollment, Attendance and Evaluation Documentation

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

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

b. Fees: Unduplicated students must have access to the program at no cost. Lead Agencies should implement a process for identifying unduplicated students and ensuring that fees are not charged to those families.

c. Attendance: Approved Lead Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with the Expanded Learning Office and CDE. All attendance documentation shall be closely monitored, and managed for accuracy by the Site Coordinator

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

I. Contract and Payments

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

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

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

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

J. Guidelines for Charging Fees

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

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

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

K. RFP Process

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

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

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

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

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

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

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

L. Minimum Proposals

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

Lead Agency: Elementary School (including K-8)

Lead Agency: Middle School

Lead Agency: High School

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

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

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

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

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

- Capacity to effectively engage a large number of diverse students on an ongoing basis who demonstrate the desire and enthusiasm to participate in the program at a very high and consistent rate. Additionally, the agency can illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.

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

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

M. Application Submission Contents

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

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

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

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

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

N. Application Submission Instructions

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

Proposal shall be submitted with subject line: **"RFP Proposal # 24-148**"
When submitting your proposal, be sure to get a ticket number or confirmation email.

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

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

FORMAT

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

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

O. Evaluation and Selection

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

OUTLINE THE PROCESS FOR NEW AND CURRENT ORGANIZATIONS

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

Application Rubric

Performance Area	Expectations for OUSD Recommended Organizations *(not an exhaustive list)*
Collaborative Partnerships **(20 Points)** This performance area focuses on the extent to which organizations develop strong relationships with ExLO, school site, community-based partners, families, and other program stakeholders.	• Organizations establish and maintain clear, open and regular lines of communication with stakeholders • Organizations establish and maintain clear, aligned values with stakeholders around supporting and honoring youth • Organizations seek and respond to feedback, engage in active listening, shared decision-making, and planning processes with stakeholders • Organizations and partners celebrate one another and the unique role each occupies in supporting youth
Empowerment **(10 Points)** This performance area focuses on the extent to which organizations promote youth agency, self-actualization, leadership, and liberation.	• Organizations provide opportunities for youth to own and share their stories and speak their own “truth” • Organizations celebrate youth interests, passions, culture, and help them to explore their own growth • Organizations provide opportunities for youth to lead and develop projects • Organizations encourage youth to consider multiple perspectives
Safe and Supportive Environment **(20 Points)** This performance area focuses on organization’s ability and capacity to attend to all facets of safety for participants while cultivating a sense of belonging.	• Organizations prioritize and implement systems of support to ensure physical, emotional, cultural, structural, and inclusionary safety for youth and staff • Organizations integrate SEL and restorative practices into program culture • Organizations establish strong relationships, clear boundaries, and trust between staff, youth, and families • Organizations clearly articulate and actualize values and group agreements

Lifelong Learning **(15 Points)** This performance area focuses on the extent to which organization practices help to support youths' academic engagement, cultivation, and transformation.	• Youth engage in activities focused on nurturing fundamental habits for lifelong learning • Youth participate in diverse enrichment programming that reflect student interests and that promote joy, skill-building, and hands-on experience • Youth participate in activities that promote mindfulness, practice socio-emotional learning, and developing a growth mindset
Adaptive Programming **(15 Points)** This performance area focuses on organization's adaptive capacity/willingness and that practices reflect values of diversity and inclusion of youth and other stakeholders.	• Organizations offer differentiated services to meet individual student and family needs • Organizations provide services that are inclusive, responsive, and culturally relevant • Where applicable, organizations services are trauma-informed • Organizations demonstrate capacity to adapt to physical, environmental, cultural, and social shifts
Strong Systems and Structures **(20 Points)** 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.	• Organization services are supported by a strong, stable, and adaptive organizational infrastructure, financial capacity to deliver and sustain services, and the ability to execute compliance expectations and deliverables • Organizations are purpose- and values-driven and programming is aligned with collaborative vision between the school site and the provider • Organizations engage in continuous quality improvement processes to ensure transparency of expectations and a culture of accountability, responsibility, compliance, and metrics • Organizations provide staff with consistent and applicable professional development support and learning opportunities

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

P. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

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

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

Change Notices

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

Failure to Object to Errors and Omissions in Application

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

Financial Responsibility

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

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

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

Reservations of Rights by the District

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

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

applications;

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

No Waiver

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

Q. Standard Contract Provisions

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

APPENDIX I: RFP Application

2024 OUSD Request for Proposals Application (Template)

(Email procurement@ousd.org for template)

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

Cover Sheet Template:

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

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

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

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

Signature: _____ Date: _____

APPENDIX II: Application Questions

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

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

New Organizations/Applicants:

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

Collaborative Partnerships (up to 2 pages) (20 Points)	1. Describe a collaborative partnership that the organization experienced while engaged in a school and/or or district setting. Site specific examples. 2. How does the organization seek and respond to feedback from stakeholders? Please specify what the organization did to make this happen. 3. How does the organization and its partners maintain clear and aligned values for supporting and honoring youth? 4. Please provide specific examples of how the organization collaborates with a variety of stakeholders to make decisions and ensure a positive culture and climate in your programs.
Empowerment (up to 1 page) (10 Points)	5. Describe how the organization honors and celebrates different perspectives and unique roles to support youth. 6. What professional development does your organization provide staff to support student belonging, engagement, and leadership opportunities?
Safe and Supportive Environment (up to 1 page) (20 Points)	7. Provide examples of strategies your organization implements to ensure youth experience a sense of belonging, are valued, acknowledged, and celebrated in the program. 8. What training is implemented and/or available to support staff in ensuring their programs provide safe and supportive environments? Please share examples of any curriculum and/or resources are available to staff.

Lifelong Learning (up to 1 page) (15 Points)	9. What practices and resources within your organization support academic engagement, confidence, and habits for lifelong learners? 10. Lifelong Learning can be formal, nonformal, informal, and self-directed; describe how your organization supports staff-to-students learning in the program offering. 11. Describe how youth participate in diverse enrichment programming that reflects their interests and promotes joy, skill-building, and hands-on experience. Site Examples.
Adaptive Programming (up to 1 page) (15 Points)	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. 13. How does the organization offer differentiated services to meet school, student, and family needs? 14. Share an example of how the program will provide inclusive programming to all OUSD students, including students with special needs.
Strong Systems and Structures (up to 2 pages) (20 Points)	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) ○ Elementary/Middle School Funding: ($10.18 x (65%-total UDS) x 175 days) ■ Ex: (100 Unduplicated students x $10.18 x 175day) x 65% = $115,797 ○ Your budget must detail: ○ Projected Program Fees ○ Staffing costs for service delivery, staff training, and prep time ○ Full-time salaried site coordinator ○ Any agency management-level staff who grant funds will pay for the support of direct service programming ○ Supplies, materials, curriculum, books, field trips, etc. ○ Agency administrative costs are not to exceed 5% from ASES and 10% from ELO-P of the contracted amount Note: ■ The budget does not need to include snack costs ○ Strong practices for staff and program improvement with support from the lead agency. 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 the organization ensure that current programming levels are sustainable if/when funds are no longer accessible? 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?

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.

Collaborative Partnerships (up to 2 pages) (20 Points)	1. During SY 2022-2024, how did the organization and its partners maintain clear and shared values around supporting and honoring the needs of youth? 2. How has the organization sought and responded to feedback from stakeholders, engaged in active listening, and made shared decisions? 3. Share a specific example of a successful collaborative partnership with stakeholders. Share an example of a challenging collaborative partnership and how the organization navigated the situation that did not reach the desired outcome. In retrospect, what shifts would you make to achieve a more successful outcome?
Empowerment (up to 1 page) (10 Points)	4. How has the organization supported youth agency and provided youth leadership opportunities? 5. What professional development did the organization provide staff that supported student engagement and leadership opportunities? 6. What shifts did your organization make to create spaces for youth voice and choice?
Safe and Supportive Environment (up to 1 page) (20 Points)	7. Provide examples of strategies your organization implemented to ensure youth experienced a sense of belonging and felt valued, acknowledged, and celebrated in the program. 8. What training was available to support staff in ensuring their programs provide safe and supportive environments? Please share curriculum, training, and resources available to staff. 9. How has the organization aligned with OUSD policy to provide a safe and

	supportive environment?
Lifelong Learning (up to 1 page) (15 Points)	10. What practices and resources within the organization support academic engagement, confidence, and habits for lifelong learners? 11. Describe how youth participated in diverse enrichment programming that reflected their interests and promoted joy, skill-building, and hands-on experience. Site Examples.
Adaptive Programming (up to 1 page) (15 Points)	12. What strategies are in place to support students when the organization has to make unexpected shifts due to physical, environmental, and social contexts? 13. How does the organization offer differentiated services to meet school, student, and family needs? 14. Share an example of how the program provided inclusive programming to OUSD students, including students with special needs.
Strong Systems and Structures (up to 2 pages) (20 Points)	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). ○ Elementary/Middle School Funding: ($10.18 x (65%-total UDS) x 175days) ■ Ex: (100 Unduplicated students x $10.18 x 175day) x 65% = $115,797 ○ Your budget must detail: ○ Projected Program Fees ○ Staffing costs for service delivery, staff training, and prep time ○ Full-timeFull time salaried site coordinator ○ Any agency management-level staff who grant funds will paywill be paid by grant funds for the support of direct service programming ○ Supplies, materials, curriculum, books, field trips, etc. ○ Agency administrative costs are not to exceed 5% from ASES and 10% from ELO-P of the contracted amount Note: ■ The budget does not need to include snack costs ○ Strong practices for staff and program improvement with support from the lead agency. 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?

	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?

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 ASESP and 21st Century Grants

9. Ownership of Documents

10. Changes

10.1. Agency Changes

10.2. Changing Legislation

11. Conduct of Consultant

11.1. Child Abuse and Neglect Reporting Act

11.2. Staff Requirements

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

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

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

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

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

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

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

APPENDIX V: Appeals Process for Applicants

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

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

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

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

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

Rosaura M. Altamirano

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

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

2024 OUSD Request for Proposals Application

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

Organization Name	East Bay Asian Youth Center		
Primary Contact Person:	Nhi Chau	Secondary Contact Person:	David Kakishiba
Email:	nhi@ebayc.org	Email:	junji@ebayc.org
Telephone #:	510-908-1849	Telephone #:	510-435-8582

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?	☑	Yes
	☐	No
If so, please identify the years and durations served.	20+	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	☐	Yes
	☑	No
If yes, please list all school districts you have served.		
How many school sites does your organization have the capacity to serve as a lead agency?	8	# Sites
In the box below, please briefly explain your rationale for this number of sites?		
Alignment with organization's mission and strategic goals, financial sustainability (cash flow & overhead absorption),		

On behalf of East Bay Asian Youth Center (EBAYC) (Agency), I, David Kakishiba (name)

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

Signature: _____ Date: July 2, 2024

EBAYC

Where young people grow, thrive and lead!

July 1, 2024

Oakland Unified School District
Procurement Department
Attn: Francisco Flores, Procurement Analyst
900 High Street, 2nd Floor

Re: RFP #24-148ExLO Letter of Reference

Dear Procurement Department:

The East Bay Asian Youth Center (EBAYC) respectfully submits our application in response to the OUSD's Expanded Learning Lead Agency for Expanded Learning Offices RFP.

Founded in 1976, EBAYC is a 501(c)3 nonprofit organization based in Oakland with the mission to support young people to be safe, smart and socially responsible. Our vision is for our young people to be lifelong builders of a just and compassionate multicultural society. To that end, EBAYC provides life coaching, partners with neighborhood schools to provide school-based comprehensive services, and builds community power so that youth may realize their aspirations and personal paths to success.

As a Lead Agency partner for the district's expanded learning programs for over twenty years, EBAYC would like to renew our Lead Agency status to continue to operate ASES, 21st Century CCLC, 21st Century ASSETS, and ELO-P school-based expanded learning programs. We are committed to fulfilling the grant requirements as delineated in the RFQ and securing additional resources to ensure high-quality expanded learning programming so that our youth are prepared for college, career, and community success.

Please contact me at junji@ebayc.org or 510-533-1092 ext. 25 if you have any questions. Thank you for your consideration. We look forward to our continued success with OUSD and our partner schools to serve our Oakland students.

Sincerely,

David Kakishiba
Executive Director

I. Collaborative Partnerships

EBAYC upheld clear and shared values in supporting and honoring the needs of students by: 1) Building trusting relationships with our partners, 2) Sharing leadership and responsibilities in decision-making, 3) Scheduling formal biannual program planning and reflection, weekly check-ins, and meetings as needed as issues arise, and 4) Honoring open communications and addressing conflicts with compassion, mutual respect, and an open mindset. These standards have been the core values of EBAYC in our collaboration with OUSD for over 20 years in our role as the Lead Agency for its expanded learning programs (21st Century, ASES, and ELOP).

For SY 2022-2024, EBAYC worked closely with school administration, community service managers, teachers, partners, parents, and vendors to ensure our programming aligned with schools' priorities in meeting youth's needs. The process began with formal program planning meetings held twice yearly in the Spring and Fall to ensure intentional program design. In the Spring, EBAYC convened with the school's administration first to jointly set program goals, create/modify program design (enrichment offerings, academic support, physical activities, program schedule, calendar, etc.), and develop a program budget for the next school year. Afterward, we met with our community partners to share the priorities, plan, and budget. Our community partners would attend planning meetings with the school administration when necessary. We met mid-year in the fall to assess program progress and make program modifications accordingly. We also held year-end meetings with our partners to celebrate our successes, reflect on our partnership, and share feedback for improvements.

EBAYC embraces practicing continuous quality improvement processes to inform our programming. Feedback from stakeholders - youth, parents, staff, teachers, partners, and principals – is critical to ensure high-quality programming. Feedback is gathered via ongoing communications, focus groups, program survey results (2x/yr), and data review (program

attendance, academic test scores, demographic data) to strengthen our program design and activities. We reviewed participant and parent/guardian survey results and incorporated them into our program designs and activities, such as field trips to the aquarium and family learning nights.

At one elementary program site, we met with the school administration and reviewed student test scores and feedback from parents. As a result of the meeting, we modified our program schedule and incorporated literacy (SIPPs) in our enrichment offerings to support the school's priority of increasing 4th/5th graders' literacy skills. The school literacy coach trained staff in SIPPs, and students' progress was shared and reviewed ongoingly.

EBAYC proactively addresses challenges by working with our partners to 1) Identify the problem and individuals impacted. 2) Engage all appropriate stakeholders. 3) Identify and implement solutions. 4) Conduct follow-up meeting(s) to assess the solution(s) implemented and progress made and then make adjustments accordingly. For example, due to the high demand for after-school programming, one school requested a "Z" provider to run a parallel program under EBAYC's facility permit to make it convenient for parents whose children previously participated in the program off campus. It was noticeable the students participating in the "Z" Program were not representative of the school's overall student population as the program was fee-based. Also, the classroom used for the Z Program was separated from EBAYC's classes, making it even more distinct. Together with the school administration and the "Z" director, we reflected on the unintended impact of two parallel programs. Thus, we folded the Z Program into elements of EBAYC's programming by integrating the students in our program activities and events. We also had the Z Program's staff join our training to ensure adherence to the same safety protocols and standard classroom management practices. Despite these efforts, the challenges of having a parallel program existed. The school administration and EBAYC met again and jointly decided that the best plan moving forward was to engage Z Program as an enrichment provider

for future programming so that students are integrated and ensure an inclusive community. Additionally, to address the high demand for after school programming, EBAYC will expand the program enrollment to accommodate more students (40) with support from OUSD's Expanded Learning Office and increased ELOP funding.

II. Empowerment

Trained in project-based learning, EBAYC staff implements project-based learning designed to empower students to exercise their power. EBAYC's four core project-based elements are voice, collaboration, academics, and public audience. Staff facilitate the process with youth to generate their "big idea" for their project. Once their big idea is generated, students will research, write, and work in teams. Through teamwork, students will learn to collaborate and lead in self-selected roles, e.g., recorder, timekeeper, etc. Upon completing their culminated project, youth will present it to a public audience including parents/guardians, school day teachers and administration, community leaders, and/or public officials. By doing so, youth genuinely own and take pride in their work.

Staff are also trained in youth development and intentionally create leadership opportunities for the youth, including roles such as snack counters, mentor buddies, line leaders, classroom helpers, etc. EBAYC also encourages and honors youth's voices by encouraging self-expression and advocacy. In response to students' interest in specific enrichment offerings, EBAYC hired staff and contracted vendors with the experience/expertise to host them. For example, at one of EBAYC's middle school programs, we offered baile folkorico, Cambodian dance, soccer (Soccer Without Border), and biking (Cycle for Change) to honor their voiced interests. Meanwhile, over 60 middle school students at another program signed a petition requesting summer programming. Thus, this summer, we held a two-week outdoor program.

III. Safe and Supportive Environment

EBAYC implements social-emotional learning practices anchored in youth development principles, Behavioral Interventions and Supports (PBIS) framework, and Building Intentional Communities (BIC) curriculum to ensure students feel valued, acknowledged, and celebrated in the program**.** EBAYC believes all youth possess positive assets and deserve the right to discover and utilize them. Each staff member is expected to know and greet all students by names. Students are grouped by grade level to ensure similar social/emotional development. Youth start their day with a "warm welcome" for grounding, then participate in an "engaging activity," and end with an "optimistic closure" to reflect their experience. The engaging activities are designed to support youth to learn about themselves, their peers, and their world in a safe learning environment. The activities provide opportunities for deep thinking.reflection and practices of social/emotional skills as youth explore their values, friendships, accountability, growth, and community. EBAYC also implements a trauma-informed practice and restorative justice (RJ) approach to support our youth with conflict resolution, problem-solving, and self-advocacy.

Staff are trained at EBAYC's annual two-week intensive "kick-off" training before the start of the school year. The kick-off training includes student engagement, classroom management, program design and structure, youth development principles, BIC, PBIS, and RJ frameworks, as well as Maslow's Hierarchy of Needs and family engagement, all are aligned with OUSD's full-service community schools' goals. Ongoing training dives deeper into these topics, and case studies are presented for group learning and reflection. Additional training topics include working with special needs students, age-appropriate strategies to support students' development (TK/K, lower elementary vs. upper elementary age, middle school, and high school), and more. Veteran EBAYC directors and external networks (OUSD Expanded Learning Managers, consultants, community partners, etc.) facilitate the training.

EBAYC plans to strengthen our staff's capacity in family engagement, supporting youth with special needs, foster/unhoused youth and newcomers (growing student populations in OUSD), and trauma-informed practices in response to the persistent pandemic's effects and the violence exposure on their mental and emotional health.

IV. Lifelong Learning

Through project-based learning (PBL) opportunities, EBAYC provides youth with hands-on experience to build confidence and habits for lifelong learning. EBAYC's PBL's four key elements are youth voice, collaboration, academics, and public audience. To uplift the youth's voice, the staff invites students to generate a "big idea" for the project's theme, which sets the curriculum and activities staff will facilitate. Students work in groups to build 21st-century life and career skills such as collaboration, communication, leadership, critical thinking, problem-solving, and time management. Academic skills are bolstered through research, writing, computer literacy, and mathematics application on their project. Upon completing their project, students celebrate by showcasing their work to a public audience (peers, parents, teachers, community members, public officials, etc.), furthering their ownership and joy of learning. For instance, one of our students' PBL projects, "My Home, My Habitat", ensures that all students feel included and safe in the program given students' different living arrangements (shelters, multi-families, foster homes). Each grade level focused on a different living habitat - sea, forest, urban setting, etc. The 4th and 5th graders dived deeply into the City of Oakland. Students learned about the land and the indigenous people who lived here first. They visited some of Oakland's go-to spots such as the Oakland Ice Center, Grand Lake Theatre, and Oakland Zoo.

Various project-based enrichment programming is offered to accommodate youth's interests and make them relevant to their life. In cooking enrichment, youth have hands-on experience cooking recipes reflective of their cultural backgrounds while learning about food

production, supply, and pricing. They would go on field trips to a local farm or farmers' market and learn about agriculture and calculate the costs of ingredients for their cooking lesson.

V. Adaptive Programming

We partner with school administration to adjust our program as circumstances and needs evolve. This includes short and long-term changes such as changing program schedules to accommodate back-to-school nights, pivoting to virtual instructions due to COVID, opening a new class for newcomers, hiring staff who reflect the youth's cultural backgrounds, etc. Staff provides consistent communication and ensures program structure to support students with the changes. Students are briefed on the changes made, and the daily agenda is posted and reviewed in the class so they know what to expect.

EBAYC recognizes that each school community is unique and designs programming accordingly. At one school with predominantly Chinese-descent students, we brought in a contractor and offered Chinese cultural enrichment in response to parents and the school administration's expressed interest. At our middle school programs, athletic activities are a big attraction for students, and we hired staff and contractors to facilitate ethnic dance, biking, basketball, cheer, soccer, etc. Our family events are scheduled in the evenings to accommodate families' work schedules and translation is provided for non-English speaking families to ensure they feel welcome and included.

EBAYC also accommodates students with different learning styles and special needs. For example, visual tools complement verbal class instruction, and students have a variety of enrichment activities to select from that resonate with their interests and learning styles, e.g., yearbook enrichment for spatial-visual-inclined vs. dance enrichment for kinesthetic-inclined students. EBAYC adheres to OUSD's guidelines to accommodate students with special needs. Examples include offering more breaks, calming corners, fidget tools, visual tools to support

instructions, and extra time for activities.

VI. Strong Systems and Structures

As detailed in the attached sample budget, EBAYC leverages funding from OFCY and has allocated sufficient funds for the necessary staffing to run a high-quality, comprehensive program. The budget reflects an FT Site Coordinator, a PT Program Assistant, two PT Family Advocates (Spanish and Chinese speaking) for eleven months and PT after school teachers. The after school teachers work 5 hrs/day for 200 days with a staff to student ratio of 1:10 for T/TK and 1:20 for 1st grade and above. The budget also reflects allocation for materials (supplies, enrichment materials, etc.), field trips (transportation, admission, etc.), and subcontractors (enrichment providers), as well as administrative rates below 5% for ASES and 10% for ELOP.

The Site Coordinator is responsible for the supervision and training of staff, student enrollment, program design, daily program operation, compliance (safety protocols, attendance, nutrition services, facility use, etc.), parent communication, partnership liaison, and management. The Program Assistant assists and supports the Site Coordinator with the program enrollment, daily program operation, and compliance (safety protocols, attendance, nutrition services, facility use, etc.), parent communication, and program events. The Family Advocates support family engagement, outreach, and communications in their native languages, Spanish and Chinese. The after-school teachers facilitate academic support and enrichment lessons for program participants, maintain communications with parents/guardians and teachers, be responsible for student daily sign-out, and support program-wide events and family activities.

EBAYC understands ELO-P funding is tenuous due to state budgeting cycles. EBAYC will continue to pursue other public (e.g. City of Oakland - OFCY, DVP; Alameda County - Children, Youth and Families; California Department of Health and Human Services) and private (community foundations, family foundations, donors, and events) funding to ensure high-quality

programming. EBAYC will also leverage our relationships with community organizations that can tap into different funding streams (arts and cultures, outdoor education, etc.) to submit collaborative grant proposals. EBAYC will also continue to work with local institutions (Bay Area Discovery Museum, Oakland Zoo, Oakland Museum, Chabot Science Center, etc.), higher education institutes (UC Berkeley, Northeastern University, CSU East Bay, etc.), and corporate partners (Google, Wells Fargo, Kaiser, etc.) to provide enrichment offerings, secure panel speakers on topical interests, host and sponsor field trips, provide in-kind staff training, etc.

Meeting the program's ADA was one of our biggest challenges during 2022-2024 due to staff shortage and inconsistent staff attendance. Upon onboarding staff, we enrolled an entire class, only to find out they would resign a few weeks into the program. As a result, we redistributed students to other classes, which led to a higher staff-to-student ratio than 1:10 (TK/K) or 1:20 (1st grade and above). We raised hourly wages for after-school teachers and made the program assistant into a full-time position to attract new talents. We also started their employment three weeks before schools began to provide robust onboarding and training. For mid-year hires, we had them shadow their peers to learn the ropes of the job after the initial onboarding and training with the Site Coordinator.

We were creative with our program design and schedules to reduce waitlists by hosting special enrichment sessions twice weekly. We also worked closely with the school staff, teachers, and administration to best support students with special needs by making accommodations and completing the Supplemental Assistance Rubric to request additional support as needed.

EBAYC will further build our library of large group curriculum in preparation for when multiple staff members are absent. We will also provide more cross-program after-school teachers' learning opportunities so they can glean from each other for thought partnership, support, and resource sharing.

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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

5.6. Maintain Clean, Safe and Secure Environment

5.7. Meeting Participation

5.8. Relationships

5.9. Licenses

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

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

6.1. Licenses Permission Slips/Acknowledgement

6.1.3. Notice of Waiver of All Claims

6.5. Health Conditions/Medication

6.6. Supervision

6.7. Transportation Requirements

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

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

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

7. Financial Records

7.1. Accounting Records

7.2. Disputes

8. Invoicing

8.1. Billing Structure

8.2. Unallowable Expenses

8.3. Invoice Requirements

8.4. Submission of Invoices

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

9. Ownership of Documents

10. Changes

10.1. Agency Changes

10.2. Changing Legislation

11. Conduct of Consultant

11.1. Child Abuse and Neglect Reporting Act

11.2. Staff Requirements

11.2.1. Tuberculosis Screening

11.2.2. Fingerprinting of Agents

11.2.3. Minimum 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

David Kakishiba
Executive Director
East Bay Asian Youth Center

07/02/2024
Date

EBAYC

Where young people grow, thrive and lead!

2024-2025
Garfield Elementary After-School Program
Daily Schedule

Monday/ Tuesday/ Thursday		Wednesday		Friday	
Group 1 (TK/K/1st/2nd)	**Group 2 (3rd/4th/5th)**	**Group 1 (TK/K/1st/2nd)**	**Group 2 (3rd/4th/5th)**	**Group 1 (TK/K/1st/2nd)**	**Group 2 (3rd/4th/5th)**
		Sign in/Break/UED 1:30 - 2:10	Sign in/Break/UED 1:30 - 2:10		
		TownHall 2:10 - 2:45	TownHall 2:10 - 2:45		
Sign In/ Snack 2:45 - 3:10	Sign In/ Snack 2:45 - 3:00	Snack 2:45 - 3:10	Snack 2:45 - 3:00	Sign In/ Snack 2:45 - 3:10	Sign In/ Snack 2:45 - 3:00
PBL/Enrichment 3:10 - 4:00	PBL/Enrichment 3:10 - 4:00	Literacy 3:10 - 4:00	Literacy 3:10 - 4:00	Enrichment 3:10 - 4:15	Enrichment 3:00 - 4:00
Break 4:15 - 4:30	Break 4:00 - 4:15	Break 4:15 - 4:30	Break 4:00 - 4:15	Break 4:15 - 4:30	Break 4:00 - 4:15
Homework 4:30 - 5:30	Homework 4:15 - 5:30	Homework 4:30 - 5:30	Homework 4:15 - 5:30	BIC 4:30 - 5:30	BIC 4:15 - 5:30
Closing Circle 5:30 - 5:40	Closing Circle 5:30 - 5:40	Closing Circle 5:30 - 5:40	Closing Circle 5:30 - 5:40	Closing Circle 5:30 - 5:40	Closing Circle 5:30 - 5:40
Dismissal 5:45- 6:00	Dismissal 5:45- 6:00	Dismissal 5:45- 6:00	Dismissal 5:45- 6:00	Dismissal 5:45- 6:00	Dismissal 5:45- 6:00

Program Schedule Description

			Which required CDE component does this activity meet?	*Explain how the activity is meeting CDE requirements. How are you ensuring it is high-quality?*
Program Title	Description	Staff	*Use drop down menu*	
SIPPS	Support grades TK-5th Grade with SIPPS	All Staff	Educational and Literacy Cor	Four times a week we are supporting students with SIPPS in our after school program.
Project Based Learning	Our project based learning curriculum will incorporate literacy and math through projects	All Staff	Educational and Literacy Cor	Students will work on projects that will help them practice their literacy and math skills. projects such as book reports, Steam projects, Poetry, Spoken word etc.
Home Work Power Hour	An Academic hour for students to recieve support with homework	All Staff	Educational and Literacy Cor	Staff will support students with their homework
Social Emotional Learning	Staff will Support students with SEL	All Staff	Educational Enrichment	Staff will create a supportive and inclusive environment where students feel safe and supported. They will use and SEL and BIC curriculum to reach thease goals
Basketball	Students will learn how to play basketball	Fernando	Physical Activity	Students will learn to work as a team and cooperate with each other in a team sport while learning how to play baskeball
Art	Students will create different art projects	Cynthia and Cassandra	Educational Enrichment	Students will us creative ways to create projects and learn about shapes colors and some history of art.
Hip-Hop	Students will learn about the Hip-Hop Culture in Various ways. They will learn the history of hip-hop and where it came from. They will learn about the different Art that is incorporated in hip-hop. They will Practice their literacy by learning about different Rhyme schemes and create their own Rhymes. They will learn about hip-hop and dance. They will use there creativeness to create beats and music.	Mia	Educational Enrichment	Students will practice their literacy by learnig the history of hip-hop. They will learn how hiphop has an impact on the world around us.
Cooking class	Students will explore and learn how to create healthy meals	Annie and Victoria	Educational Enrichment	Students will learn how to create different meals from other cultures and learn about the why certain countries eat the food that they do.
Gardening	Student will learn the benefits of growing their own food.	Yenifer	Educational Enrichment	Students will gain an understanding of eating healthy foods to create a healthy life style and learn how to grow sustanable food.
Wilderness Class	Students will learn different techniques on how to survive in the wilderness.	Serena	Educational Enrichment	Students will learn about nature and learn about different techniques to use in the wilderness. Such as reading a compass, Creating proper shelter with materials provided, Learning how to read maps, Learn how to filter water etc.
Physical Education	Students will learn different games that involve cooperation, Team Work and Sportsmanship	Cesar	Physical Activity	Students will learn and play various games that have a focus on cooperation, teamwork and sportsmanship. It will take an SEL approach to make sure students feel safe and included.
STEAM	Students will create different STEAM projects	All Staff	Educational Enrichment	Students will create different STEAM projects and learn about the engineering process. Through Project Based learning activities.
Soccer Without Boarders	Students will learn about cooperation and teamwork through soccer	Soccer Without Boarders	Physical Activity	Students will play soccer and learn different skills to work together.
Harmony Project	Students will learn how to play string instruments	Harmony Project	Educational Enrichment	Students will learn about music by learning how to play string instruments

2024-25 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 02.2024

Site Name:	Franklin Elementary	%		ASES	%		ELO-P	OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #:	116		Resource 6010, Program			Resource 2600, Program					
Average # of students to be served daily (ADA):	117.15		OUSD	Lead Agency		OUSD	Lead Agency	Lead Agency	Lead Agency	OUSD	Lead Agency
	TOTAL GRANT AWARD		**214,877.89**			333,780.00		**85000**			
	OUSD Indirect (5.00%)		10,232.28			15,894.29					
	OUSD ASPO admin, evaluation, and		7,870.98			0.00					
	Custodial Staffing and Supplies at 3.5%		6,654.21			0.00					
	TOTAL SITE ALLOCATION		**190,120.41**			**317,885.71**					
1120	Quality Support Coach/Academic Liaison		2500							0	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention					6000					
	TSA Extended Contract for Literacy					5000					
	Total certificated		**2500**	**0**		**11000**	**0**	**0**	**0**	**0**	**0**
2205	Site Coordinator (list here, if district		0							0	0
2225	Culture Keeper (optional)		0							0	
	Family Liaison					15000					
	Before/Afterschool Tutoring or Support					18000					
			0								
	Total classified		**0**	**0**		**33000**	**0**	**0**	**0**	**0**	**0**
3000's	Employee Benefits for Certificated Teachers		612.50			2695					
3000's	Employee Benefits for Classified Staff on		0			9240					
3000's	Employee Benefits for Salaried Employees		0			0					
	Total benefits		**612.50**	**0**		**11935**	**0**	**0**	**0**	**0**	**0**
4310	Supplies (markers, paper, scissors, etc.)		0			876		21162		0	0
4310	Curriculum		0							0	**0**
5829	Field Trips (admission & transportation)		0	0		4000	2669			0	0
4420	Equipment (including computers - OUSD		0							0	0
	Bus tickets for students										
	Total books and supplies		0	0		**4876**	**2669**	**21162**	**0**	**0**	**0**
5825	Site Coordinator (100% FTE @ $93,000, plus $14,774 in payroll taxes and benefits).		0	53950				52751			
5825	Academic Instructors(After School Teachers) (8 staff x 200 days x 5 hours x $25, plus $19,725 in payroll taxes).			123694.7			97681				
5825	Subcontractors (Jr. Center, Harbor House, Cantare).			0		2000	51804.71				
5825	Program Assistant ($28 x 200 days x 6 hours, plus $8,573 inbenefits).			0			42173				
5825	Family Advocate - Cantonese. (25% FTE @ $57,000 plus $3,218 in payroll taxes).						17468				
5825	Family Advocate - Spanish. (25% FTE @ $56,000 plus $3,411 in payroll taxes).						19911				
	Total services		**0**	**177644.7**		**2000**	**229037.71**	**52751**	**0**	**0**	**0**
	Total value of in-kind direct services									**0**	**0**
	Lead Agency admin (5% max of total contracted $ - 10% for ELOP)			9,363.24			23,370.00	11,087.00			0.00
	Subtotals DIRECT SERVICE	**85.00**	**5,001.54**	**#########**	**88.24**	**62,811.00**	**231,706.71**	**73,913.00**	**0.00**	**0.00**	**0.00**
	Subtotals Admin/Indirect	**15.00**	**22,868.44**	**9,363.24**	**11.76**	**15,894.29**	**23,368.00**	**11,087.00**			**0.00**
	Total budgeted per column		27,869.98	#########		78,705.29	255,074.71	85,000.00	0.00	0.00	0.00
	Total BUDGETED	**100.00**	214,877.89		**100.00**	333,780.00		85,000.00	0.00	0.00	0.00
	BALANCE remaining to allocate		**0.00**			**0.00**					
	TOTAL GRANT AWARD/ALLOCATION TO		**214,877.89**			**333,780.00**					

Budget Narrative

Personnel	**Note**
Quality Support Coach Responsible for coaching, training, and after school staff capacity building.	School District Staff Funding held with school
Certified Teachers Extended Contracts Provides intensive math and literacy support to students identified as prority students by school day.	School District Staff Funding held with school
Family Liason Supports with family engagment and outreach and liase between school day and after school.	School District Staff Funding held with school
Before/After School Tutoring Support Provides before school support.	School District Staff Funding held with school
Site Coordinator Responsible for the supervision and training of staff, student enrollment, program design, daily program operation and compliance (safety protocols, attendance, nutrition services, facility use, etc.), parent communication, partnership liaison, and management.	EBAYC Staff Funding allocated to EBAYC
Academic Instructors Facilitate academic support and enrichment lessons for program participants, maintain communications with parents/guardians and teachers, be responsible for student daily sign-out, and support program-wide events and family engagement activities.	EBAYC Staff Funding allocated to EBAYC
Subcontractors Provides STEM, Literacy, and Music enrichment.	EBAYC Staff Funding allocated to EBAYC

Budget Narrative

Program Assistant Assists and supports the Site Coordinator with the program enrollment, daily program operation, and compliance (safety protocols, attendance, nutrition services, facility use, etc.), parent communication, and program events.	EBAYC Staff Funding allocated to EBAYC
Family Advocate - Cantonese. The Family Advocates support family engagement, outreach, events, and communications in Chinese.	EBAYC Staff Funding allocated to EBAYC
Family Advocate - Spanish. The Family Advocates support family engagement, outreach, events, and communications in Spanish	EBAYC Staff Funding allocated to EBAYC
Field Trips Transporation & Admission	
Supplies Markers, scissors, paper, enrichmetn supplies, etc.	

Revenue and Expense Statement (PnL)

Period Ending: May 31, 2024

REVENUE	
Government Contract	7,934,085
Foundation/Corporate Support/Philanthropy	395,050
Contributions/General Donation	3,086,577
Restricted Program Donation	52,500
Dividends/Interest Earned	34,027
Other Income	32,378
Unrealized (Gain/Loss) in Securities	3,498
Total Revenue	11,538,115
OPERATING EXPENSE	
Payroll expenses	5,857,813
Benefit expenses	938,027
Contractual	797,711
Stipends/Incentives	387,783
Accounting Service	41,625
Personnel Service	39,070
Legal Services	16,670
Professional Development	6,787
Translations	24,247
Subscriptions	20,600
Telecommunications	11,171
Communications	41,766
Facilities	28,617
Rent	34,681
Property Tax	15,022
Security	10,730
Reprographics	10,612
Travel	1,278
Field Trip/Transportation	127,843
Finance & Service Charges/FEES	10,790
Depreciation	6,204
Program Activities	474,098
Supplies & Services	14,742
Meetings &Events	27,857
Donation	5,400
Insurance	28,413
Utilities	28,767
Total Expenses	9,008,324
OVERHEAD ALLOCATION	0
Revenue - Expenses	2,529,791
Beginning Net Assets	2,532,452
Ending Net Assets	5,062,243

2022 Exempt Return
prepared for:

East Bay Asian Youth Center
2025 East 12th Street
Oakland, CA 94606

Grant Bennett Associates
10850 Gold Center Dr Ste 260
Rancho Cordova, CA 95670-5143

Grant Bennett Associates
A PROFESSIONAL CORPORATION

May 9, 2024

CONFIDENTIAL

East Bay Asian Youth Center
2025 East 12th Street
Oakland, CA 94606

Dear :

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)
Annual Registration Renewal Fee Report (Form RRF-1)
California Exempt Organization Annual Information Return (Form 199)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements.

Federal Filing Instructions

Your Form 990 for the year ended 6/30/23 shows no balance due.

Your return is being filed electronically with the IRS and is not required to be mailed. If you mail a paper copy of your return to the IRS it will delay the processing of your return. Your electronically filed return is not complete without your signature. You are using a Personal Identification Number (PIN) for signing your return electronically. Form 8879-TE, IRS *e-file* Signature Authorization for an Exempt Organization should be signed and dated by an authorized officer of the organization and returned as soon as possible to:

Grant Bennett Associates
10850 Gold Center Dr Ste 260
Rancho Cordova, CA 95670-5143

Important: **Your return will not be filed with the IRS until the signed Form 8879-TE has been received by this office.**

California Form 199 Filing Instructions

Your Form 199 for the tax year ended 6/30/23 shows no balance due.

Your return is being filed electronically with the California Franchise Tax Board and is not required to be mailed. If you mail a paper copy of Form 199 to the California Franchise Tax Board it will delay processing of your return. Initial and date the copy, and retain it for your records.

Your electronically filed return is not complete without your signature. Form 8453-EO, California e-file Return Authorization for Exempt Organizations, should be signed and dated by an authorized officer of the corporation and returned to Grant Bennett Associates before the electronic file is transmitted to the California Franchise Tax Board.

If you scheduled an electronic funds withdrawal and wish to cancel it, you must call the California Franchise Tax Board at (916) 845-0353 at least two working days prior to the date of withdrawal.

California Form RRF-1 Filing Instructions

Your Form RRF-1 for the tax year ended 6/30/23 shows a balance due of $400. The return should be signed and dated on Page 1 by an officer representing the organization. Include a check payable to the Department of Justice in the amount of $400. Write "E.I.N. 94-2925799, RRF-1 Balance Due for the year ended 6/30/23" on the check. Mail the return by May 15, 2024 to:

Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470

A copy of the federal return should be attached and sent with the registration renewal.

Also enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

Grant Bennett Associates

IB5035

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for a Tax Exempt Entity

For calendar year 2022, or fiscal year beginning 7/01, 2022, and ending 6/30, 20 23

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* **for the latest information.**

OMB No. 1545-0047

2022

Name of filer

EAST BAY ASIAN YOUTH CENTER

EIN or SSN

94-2925799

Name and title of officer or person subject to tax **DAVID KAKISHIBA**
EXECUTIVE DIRECTOR

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here	X	**b**	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	**1b**	8,296,593
2a Form 990-EZ check here		**b**	**Total revenue,** if any (Form 990-EZ, line 9)	**2b**	
3a Form 1120-POL check here		**b**	**Total tax** (Form 1120-POL, line 22)	**3b**	
4a Form 990-PF check here		**b**	**Tax based on investment income** (Form 990-PF, Part V, line 5)	**4b**	
5a Form 8868 check here		**b**	**Balance due** (Form 8868, line 3c)	**5b**	
6a Form 990-T check here		**b**	**Total tax** (Form 990-T, Part III, line 4)	**6b**	
7a Form 4720 check here		**b**	**Total tax** (Form 4720, Part III, line 1)	**7b**	
8a Form 5227 check here		**b**	**FMV of assets at end of tax year** (Form 5227, Item D)	**8b**	
9a Form 5330 check here		**b**	**Tax due** (Form 5330, Part II, line 19)	**9b**	
10a Form 8038-CP check here		**b**	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	**10b**	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above entity or [ ] I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize **GRANT BENNETT ASSOCIATES** to enter my PIN **05035** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date **05/09/24**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. **68564450456**

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature **MICHAEL R MARUCHEAU** Date **05/09/24**

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

IB5035

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

A For the 2022 calendar year, or tax year beginning 07/01/22 , and ending 06/30/23

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
EAST BAY ASIAN YOUTH CENTER
Doing business as

D Employer identification number
94-2925799

Number and street (or P.O. box if mail is not delivered to street address) 2025 EAST 12TH STREET
Room/suite

E Telephone number 510-533-1092

City or town, state or province, country, and ZIP or foreign postal code
OAKLAND CA 94606

G Gross receipts $ 8,296,593

F Name and address of principal officer:
DAVID KAKISHIBA
2025 EAST 12 STREET
OAKLAND CA 94606

H(a) Is this a group return for subordinates? ☐ Yes ☒ No
H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: EABAYC.ORG

H(c) Group exemption number

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1983

M State of legal domicile: CA

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
SEE SCHEDULE O

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	12
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	12
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	329
6	Total number of volunteers (estimate if necessary)	6	60
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	8,305,096	8,263,031
9	Program service revenue (Part VIII, line 2g)	8,000	0
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	866	6,118
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	65,413	27,444
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	8,379,375	8,296,593
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	280,859	317,268
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	5,505,683	5,770,217
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 106,726		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	1,251,017	1,745,751
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	7,037,559	7,833,236
19	Revenue less expenses. Subtract line 18 from line 12	1,341,816	463,357

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	2,850,277	3,980,931
21	Total liabilities (Part X, line 26)	784,183	1,448,478
22	Net assets or fund balances. Subtract line 21 from line 20	2,066,094	2,532,453

Part II Signature Block

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

Sign Here

Signature of officer — Date

DAVID KAKISHIBA EXECUTIVE DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MICHAEL R MARUCHEAU	MICHAEL R MARUCHEAU	05/09/24		P01250456

Firm's name GRANT BENNETT ASSOCIATES — Firm's EIN 94-2692073
Firm's address 10850 GOLD CENTER DR STE 260 RANCHO CORDOVA, CA 95670-5143 — Phone no. 916-922-5109

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

For Paperwork Reduction Act Notice, see the separate instructions.
DAA

Form **990** (2022)

Part III **Statement of Program Service Accomplishments**

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

1 Briefly describe the organization's mission:

SEE SCHEDULE O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ 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 $ 6,789,203 including grants of $ 317,268) (Revenue $)

OVER 3,000 YOUTHS ARE SERVED EACH YEAR THROUGH OUR EXPANDED LEARNING PROGRAMS AND CASE MANAGEMENT SERVICES. OUR ATTENDANCE TEAMS WORK CLOSELY WITH FAMILIES TO ADDRESS THE CAUSES OF DROPOUT RATE AND CHRONIC ABSENTEEISM. OUR PROGRAM STRATEGIES RESULTED IN HIGHER SCHOOL ATTENDANCE RATES AND LOWER SCHOOL SUSPENSION RATES. OVER THE COURSE OF FOUR DECADES, EBAYC CONSISTENTLY DEMONSTRATES HIGH STANDARDS OF PROGRAM QUALITY AND PERFORMANCE AS INDICATED BY CITY, COUNTY AND SCHOOL DISTRICT EVALUATION.

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

N/A

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

N/A

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

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

4e Total program service expenses 6,789,203

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules *(continued)*

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

Part V Statements Regarding Other IRS Filings and Tax Compliance

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

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	285		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		X	

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

				Yes	No
2a	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	2a	329		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b			
4a	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)?	4a			X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	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?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a			
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	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X
17	**Section 501(c)(21) organizations.** Did the trust, 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.	17			

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 X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	12		
	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	Enter the number of voting members included on line 1a, above, who are independent	1b	12		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	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?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

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

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
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?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
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?	16b		

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

MAE SAETEURN 2025 EAST 12TH STREET

OAKLAND CA 94606 510-533-1092

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 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) MAE SAETEURN	40.00									
DIRECTOR OF FINANCE	0.00			X				88,556	0	26,465
(2) GIANNA TRAN	40.00									
DEPUTY EXEC. DIR.	0.00			X				104,237	0	5,990
(3) DAVID KAKISHIBA	40.00									
EXECUTIVE DIRECTOR	0.00			X				107,893	0	465
(4) DANA ENG	2.00									
DIRECTOR	0.00	X						0	0	0
(5) JOHN FLORES	2.00									
DIRECTOR	0.00	X						0	0	0
(6) NAOMI HAO	2.00									
DIRECTOR	0.00	X						0	0	0
(7) ALVIN LAU	2.00									
DIRECTOR	0.00	X						0	0	0
(8) JOEY LAU	2.00									
DIRECTOR	0.00	X						0	0	0
(9) LIANNA LAU	2.00									
DIRECTOR	0.00	X						0	0	0
(10) LISA LAU	2.00									
DIRECTOR	0.00	X						0	0	0
(11) PAUL LAU	2.00									
TREASURER	0.00	X		X				0	0	0

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			
(12) WILLIAM LAU	2.00									
DIRECTOR	0.00	X						0	0	0
(13) STEVE LEE	2.00									
CHAIR	0.00	X		X				0	0	0
(14) HUONG NGUYEN	2.00									
VICE-CHAIR	0.00	X		X				0	0	0
(15) DUNG PHAM	2.00									
DIRECTOR	0.00	X						0	0	0
(16) TERESA RAMIREZ	2.00									
DIRECTOR	0.00	X						0	0	0
(17) EMILY WU	2.00									
DIRECTOR	0.00	X						0	0	0
1b Subtotal								300,686		32,920
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								300,686		32,920

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 **2**

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

Section B. Independent Contractors

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

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

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

Part VIII Statement of Revenue

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

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	6,968,186				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	1,294,845				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h **Total.** Add lines 1a–1f			8,263,031			
Program Service Revenue		Business Code					
	2a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a–2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			6,118			6,118
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real	(ii) Personal			
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
	11a OTHER INCOME		900099	27,444			27,444
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a–11d			27,444			
	12 **Total revenue.** See instructions			8,296,593	0	0	33,562

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	317,268	317,268		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	370,434	330,810	32,554	7,070
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	4,610,708	4,179,626	353,850	77,232
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	17,524	14,273	3,035	216
9 Other employee benefits	354,585	303,745	46,963	3,877
10 Payroll taxes	416,966	382,028	28,915	6,023
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	42,241		42,241	
d Lobbying	40,000		40,000	
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	468,409	382,461	85,948	
12 Advertising and promotion				
13 Office expenses	45,779	3,982	41,797	
14 Information technology	8,745		8,745	
15 Royalties				
16 Occupancy	166,524	48,370	118,154	
17 Travel	2,453	2,453		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	43,427	18,569	23,296	1,562
20 Interest	7,450	656	6,794	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	14,828		14,828	
23 Insurance	25,576		25,576	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
a PROGRAM ACTIVITIES	408,757	405,933	2,824	
b FIELD TRIP/TRANSPORTATION	273,683	273,683		
c DONATION	117,175	113,160	4,015	
d SUPPLIES & SERVICES	51,488		41,403	10,085
e All other expenses	29,216	12,186	16,369	661
25 **Total functional expenses.** Add lines 1 through 24e	7,833,236	6,789,203	937,307	106,726
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ 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
Assets	1	Cash—non-interest-bearing		739,313	1	791,147
	2	Savings and temporary cash investments		10,006	2	415,167
	3	Pledges and grants receivable, net		1,518,352	3	2,082,549
	4	Accounts receivable, net			4	6,200
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		57,652	9	56,047
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 672,251			
	b	Less: accumulated depreciation	10b 206,822	480,257	10c	465,429
	11	Investments—publicly traded securities		41,720	11	45,678
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11		2,977	15	118,714
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		2,850,277	16	3,980,931
Liabilities	17	Accounts payable and accrued expenses		504,384	17	617,941
	18	Grants payable			18	
	19	Deferred revenue		279,799	19	712,564
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	117,973
	26	**Total liabilities.** Add lines 17 through 25		784,183	26	1,448,478
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		1,889,759	27	1,757,178
	28	Net assets with donor restrictions		176,335	28	775,275
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		2,066,094	32	2,532,453
	33	Total liabilities and net assets/fund balances		2,850,277	33	3,980,931

Part XI Reconciliation of Net Assets

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	8,296,593
2	Total expenses (must equal Part IX, column (A), line 25)	2	7,833,236
3	Revenue less expenses. Subtract line 2 from line 1	3	463,357
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	2,066,094
5	Net unrealized gains (losses) on investments	5	3,002
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	2,532,453

Part XII Financial Statements and Reporting

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

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	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: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
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: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	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?	3a	X	
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	3b	X	

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* for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

EAST BAY ASIAN YOUTH CENTER

Employer identification number

94-2925799

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)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....

10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 331/3% 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? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	5,666,379	5,795,429	6,966,807	8,305,096	8,263,031	34,996,742
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	5,666,379	5,795,429	6,966,807	8,305,096	8,263,031	34,996,742
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						34,996,742

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4	5,666,379	5,795,429	6,966,807	8,305,096	8,263,031	34,996,742
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	707	647	652	866	6,118	8,990
9 Net income from unrelated business activities, whether or not the business is regularly carried on				64,413	26,444	90,857
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	5,430	42,868	8,110	65,413		121,821
11 **Total support.** Add lines 7 through 10						35,218,410

12	Gross receipts from related activities, etc. (see instructions)	12	1,185,096

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

Section C. Computation of Public Support Percentage

14	Public support percentage for 2022 (line 6, column (f) divided by line 11, column (f))	14	99.37 %
15	Public support percentage from 2021 Schedule A, Part II, line 14	15	79.05 %

16a **33 1/3% support test—2022.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b **33 1/3% support test—2021.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a **10%-facts-and-circumstances test—2022.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10%-facts-and-circumstances test—2021.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

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

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

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

Section C. Computation of Public Support Percentage

15	Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2021 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2022** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2021** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2022.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support tests—2021.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

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

Part IV Supporting Organizations

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

Section A. All Supporting Organizations

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

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	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 Part VI.*	11c		

Section B. Type I Supporting Organizations

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

Section C. Type II Supporting Organizations

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

Section D. All Type III Supporting Organizations

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

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*

c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a governmental entity (see instructions).*

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

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

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

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

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

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

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

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

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

Section E – Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1	Distributable amount for 2022 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2022 (reasonable cause required–*explain in Part VI*). See instructions.			
3	Excess distributions carryover, if any, to 2022			
a	From 2017			
b	From 2018			
c	From 2019			
d	From 2020			
e	From 2021			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2022 distributable amount			
i	Carryover from 2017 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2022 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2022 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in Part VI.* See instructions.			
6	Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in Part VI.* See instructions.			
7	**Excess distributions carryover to 2023.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2018			
b	Excess from 2019			
c	Excess from 2020			
d	Excess from 2021			
e	Excess from 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 II, LINE 10 - OTHER INCOME DETAIL

OTHER INCOME	**$ 121,821**

IB5035

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* for the latest information.

OMB No. 1545-0047

2022

Name of the organization

EAST BAY ASIAN YOUTH CENTER

Employer identification number

94-2925799

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 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
EAST BAY ASIAN YOUTH CENTER

Employer identification number
94-2925799

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	COUNTY OF ALAMEDA 1000 SAN LEANDRO BLVD, STE 300 SAN LEANDRO CA 94577	$ 301,619	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	STATE OF CALIFORNIA/CDPH P.O. BOX 997377, MS 0022 SACRAMENTO CA 95899	$ 243,646	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND CA 94601	$ 3,035,535	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	CITY OF OAKLAND 150 FRANK H OGAWA PLAZA, STE 4212 OAKLAND CA 94612	$ 1,739,832	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	OAKLAND PUBLIC EDUCATION FUND 520 3RD STREET, SUITE 109 OAKLAND CA 94607	$ 245,083	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	SIERRA HEALTH 1321 GARDEN HWY SACRAMENTO CA 95833	$ 363,967	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization
EAST BAY ASIAN YOUTH CENTER

Employer identification number
94-2925799

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	CALIFORNIA NATURAL RESOURCES 715 P STREET SACRAMENTO CA 95814	$ 175,110	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

SCHEDULE C (Form 990)

Department of the Treasury
Internal Revenue Service

Political Campaign and Lobbying Activities

For Organizations Exempt From Income Tax Under section 501(c) and section 527

Complete if the organization is described below. **Attach to Form 990 or Form 990-EZ.**

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

OMB No. 1545-0047

2022

Open to Public Inspection

If the organization answered "Yes," on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," on Form 990, Part IV, line 5 (Proxy Tax) (See separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (See separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization	Employer identification number
EAST BAY ASIAN YOUTH CENTER	94-2925799

Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

1 Provide a description of the organization's direct and indirect political campaign activities in Part IV. See instructions for definition of "political campaign activities."

2 Political campaign activity expenditures. See instructions ..... $ .....

3 Volunteer hours for political campaign activities. See instructions .....

Part I-B Complete if the organization is exempt under section 501(c)(3).

1 Enter the amount of any excise tax incurred by the organization under section 4955 ..... $ .....

2 Enter the amount of any excise tax incurred by organization managers under section 4955 ..... $ .....

3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? ..... ☐ Yes ☐ No

4a Was a correction made? ..... ☐ Yes ☐ No

b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

1 Enter the amount directly expended by the filing organization for section 527 exempt function activities ..... $ .....

2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities ..... $ .....

3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL, line 17b ..... $ .....

4 Did the filing organization file **Form 1120-POL** for this year? ..... ☐ Yes ☐ No

5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

	(a) Name	(b) Address	(c) EIN	(d) Amount paid from filing organization's funds. If none, enter -0-.	(e) Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

Part II-A **Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).**

A Check ☐ if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).

B Check ☐ if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)	(a) Filing organization's totals	(b) Affiliated group totals
1a Total lobbying expenditures to influence public opinion (grassroots lobbying)	40,000	
b Total lobbying expenditures to influence a legislative body (direct lobbying)	0	
c Total lobbying expenditures (add lines 1a and 1b)	40,000	
d Other exempt purpose expenditures	0	
e Total exempt purpose expenditures (add lines 1c and 1d)	40,000	
f Lobbying nontaxable amount. Enter the amount from the following table in both columns.	8,000	
g Grassroots nontaxable amount (enter 25% of line 1f)	2,000	
h Subtract line 1g from line 1a. If zero or less, enter -0-	38,000	
i Subtract line 1f from line 1c. If zero or less, enter -0-	32,000	

If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:
Not over $500,000	20% of the amount on line 1e.
Over $500,000 but not over $1,000,000	$100,000 plus 15% of the excess over $500,000.
Over $1,000,000 but not over $1,500,000	$175,000 plus 10% of the excess over $1,000,000.
Over $1,500,000 but not over $17,000,000	$225,000 plus 5% of the excess over $1,500,000.
Over $17,000,000	$1,000,000.

j If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year? ☐ Yes ☒ No

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) Total
2a Lobbying nontaxable amount	476,610			8,000	484,610
b Lobbying ceiling amount (150% of line 2a, column (e))					726,915
c Total lobbying expenditures	56,100			40,000	96,100
d Grassroots nontaxable amount	119,153			2,000	121,153
e Grassroots ceiling amount (150% of line 2d, column (e))					181,730
f Grassroots lobbying expenditures	56,100			40,000	96,100

Part II-B Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).

For each "Yes," response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.	(a) Yes	(a) No	(b) Amount
1 During the year, did the filing organization attempt to influence foreign, national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).

		Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?	1		
2 Did the organization make only in-house lobbying expenditures of $2,000 or less?	2		
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?	3		

Part III-B Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No" OR (b) Part III-A, line 3, is answered "Yes."

1 Dues, assessments and similar amounts from members	1	
2 Section 162(e) nondeductible lobbying and political expenditures **(do not include amounts of political expenses for which the section 527(f) tax was paid).**		
a Current year	2a	
b Carryover from last year	2b	
c Total	2c	
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditures next year?	4	
5 Taxable amount of lobbying and political expenditures. See instructions	5	

Part IV Supplemental Information

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (See instructions); and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE C, PART II-A, EXPLANATION OF FOUR YEAR AVERAGING

THERE WERE NO LOBBYING EXPENSES DURING THAT TIME PERIOD.

Part IV **Supplemental Information** *(continued)*

IB5035

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* for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

EAST BAY ASIAN YOUTH CENTER

Employer identification number

94-2925799

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? ☐ Yes ☐ 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? ☐ Yes ☐ 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).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ 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.

			Held at the End 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? ☐ Yes ☐ 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)? ☐ Yes ☐ 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
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

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
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

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

- a Board designated or quasi-endowment ____ %
- b Permanent endowment ____ %
- c Term endowment ____ %

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:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

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
1a Land		220,741		220,741
b Buildings		248,532	41,365	207,167
c Leasehold improvements		128,183	90,662	37,521
d Equipment		74,795	74,795	
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)*				465,429

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)		
Total. *(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)		
Total. *(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)	
Total. *(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	117,973
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)*	117,973

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 X

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.

1	Total revenue, gains, and other support per audited financial statements			1	8,299,595
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	3,002		
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	3,002
3	Subtract line **2e** from line **1**			3	8,296,593
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	8,296,593

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.

1	Total expenses and losses per audited financial statements			1	7,833,236
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	7,833,236
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	7,833,236

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.

PART X - FIN 48 FOOTNOTE

THE AGENCY IS EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE. THE AGENCY IS ALSO EXEMPT FROM STATE INCOME TAXES UNDER SECTION 23701 (D) OF THE CAOLIFORNIA REVENUE AND TAXATION CODE. MANAGEMENT BELIEVES THAT THE AGENCY HAS NO UNCERTAIN TAX POSITIONS AS OF JUNE 30, 2023.

Part XIII Supplemental Information *(continued)*

IB5035

SCHEDULE I (Form 990)

Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

Attach to Form 990.

Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

EAST BAY ASIAN YOUTH CENTER

Employer identification number

94-2925799

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☐ Yes ☒ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments.

Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than $5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1)							
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							
(8)							
(9)							

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ▶

3 Enter total number of other organizations listed in the line 1 table ▶

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

	(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
1	STIPENDS	276	317,268		FMV	
2						
3						
4						
5						
6						
7						

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2 - PROCEDURES FOR MONITORING THE USE OF GRANT FUNDS

THE INTERNS ARE RECRUITED AND SELECTED BY THE PROGRAM DIRECTOR. EACH INTERN SIGNS AN INTERNSHIP AGREEMENT THAT OUTLINES THE TERMS, CONDITIONS, DELIVERABLE, AND STIPEND AMOUNT. IN ADDITION, THEY FILL OUT A W9 FORM, INTAKE FORM, AND PARENT CONSENT FORM. DURING THE INTERNSHIP, THE INTERNS SIGNED IN/OUT WHEN THEY PARTICIPATE IN THE PROGRAM ACTIVITY. AT THE END OF THE INTERNSHIP, THE PROGRAM DIRECTOR VERIFIES THE INTERN'S HOURS AND PERFORMANCE. NEXT, THE PROGRAM DIRECTOR FILLS OUT A PAYMENT REQUEST FOR THE INTERNSHIP STIPEND. AFTER THE FISCAL APPROVAL PROCESS, A CHECK IS CUT PAYABLE TO THE INTERN.

SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	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 Form 990-EZ. Go to *www.irs.gov/Form990* for the latest information.	2022 Open to Public Inspection

Name of the organization	Employer identification number
EAST BAY ASIAN YOUTH CENTER	94-2925799

FORM 990 - ORGANIZATION'S MISSION OR MOST SIGNIFICANT ACTIVITIES

OUR MISSION IS TO SUPPORT ALL YOUTH TO BE SAFE, SMART AND SOCIALLY RESPONSIBLE. EBAYC PROVIDES TRUSTED MENTORS, EDUCATIONAL PROGRAM AND GRASSROOTS POLICY WORK, SO THAT ALL YOUTH MAY REALIZE THEIR ASPIRATIONS AND PERSONAL PATHS TO SUCCESS.

FORM 990 - ORGANIZATION'S MISSION

EBAYC IS DEDICATED TO SUPPORTING YOUNG PEOPLE TO BE SAFE, SMART, AND SOCIALLY RESPONSIBLE. EBAYC OFFERS A CONTINUUM OF INTEGRATED SERVICES TO A DIVERSE MEMBERSHIP OF YOUTH AND FAMILIES IN OAKLAND. OUR GOAL IS TO SUPPORT STUDENTS TO GRADUATE FROM HIGH SCHOOL AND PURSUE HIGHER EDUCATION.

FORM 990, PART III, LINE 4D - ALL OTHER ACCOMPLISHMENTS

ALL OTHER ACCOMPLISHMENTS

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

FORM 990 IS REVIEWED BY DEPUTY DIRECTOR OF FINANCE, VICE-CHAIRPERSON FOR FINANCE AND AN OUTSIDE CONSULTANT WHO IS A CPA. FORM 990 IS THEN REVIEWED BY THE EXECUTIVE DIRECTOR.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

BOARD OF DIRECTORS AND KEY EMPLOYEES ARE REQUIRED TO DISCLOSE ANNUALLY INTERESTS BY SIGNING THE CONFLICT OF INTEREST POLICY ACKNOWLEDGEMENT FORM.

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL

Name of the organization: EAST BAY ASIAN YOUTH CENTER

Employer identification number: 94-2925799

THE ORGANIZATION'S PROCESS FOR DETERMINING THE COMPENSATION IS BASED ON THE SALARY SCALE OF THE POSITION. THE EMPLOYEE'S STARTING SALARY DEPENDS ON THE YEARS OF RELEVANT WORK EXPERIENCE THAT MATCHED THE JOB DESCRIPTION.

FORM 990, PART VI, LINE 15B - COMPENSATION PROCESS FOR OFFICERS

THE ORGANIZATION'S PROCESS FOR DETERMINING THE COMPENSATION IS BASED ON THE SALARY SCALE OF THE POSITION. THE EMPLOYEE'S STARTING SALARY DEPENDS ON THE YEARS OF RELEVANT WORK EXPERIENCE THAT MATCHED THE JOB DESCRIPTION.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

FINANCIAL STATEMENTS ARE AVAILABLE UPON REQUEST.

Federal Statements

Taxable Dividends from Securities

Description	Amount	Unrelated Business	Exclusion Code	Postal Code	Acquired after 6/30/75	US Obs ($ or %)
INTEREST						
	$ 6,118		14			
TOTAL	$ 6,118					

Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
CONTRACTUAL	$ 426,166	$ 382,461	$ 43,705	$
PERSONNEL SERVICE	42,243		42,243	
TOTAL	$ 468,409	$ 382,461	$ 85,948	$ 0

Form 990, Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
PROFESSIONAL DEVELOPMENT	$ 16,979	$ 12,186	$ 4,793	$
REPROGRAPHICS	11,576		11,576	
FUNDRAISING	661			661
TOTAL	$ 29,216	$ 12,186	$ 16,369	$ 661

IB5035 East Bay Asian Youth Center
94-2925799
FYE: 6/30/2023

Federal Statements

Schedule A, Part II, Line 1(e)

Description	Amount
GOVERNMENT GRANTS OR CONTRIBUTIONS	$ 6,968,186
DONATIONS	104,236
FOUNDATION/CORPORATE SUPPORT	1,105,000
PHILANTHROPY	26,500
DONATIONS	59,109
TOTAL	$ 8,263,031

Schedule A, Part II, Line 8(e)

Description	Amount
INTEREST	$ 6,118
TOTAL	$ 6,118

Schedule A, Part II, Line 9(e)

Description	Amount
OTHER INCOME	$ 27,444
LESS: DEDUCTIONS	-1,000
TOTAL	$ 26,444

Schedule A, Part II, Line 12 - Current year

Description	Amount
STUDENT FEES	$
FEES FOR SERVICE	
TOTAL	$ 0

IB5035
034

STATE OF CALIFORNIA
RRF-1
(Rev. 02/2021)

DEPARTMENT OF JUSTICE

MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470

STREET ADDRESS:
1300 I Street
Sacramento, CA 95814
(916) 210-6400

WEBSITE ADDRESS:
www.oag.ca.gov/charities

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code
11 Cal. Code Regs. sections 301-306, 309, 311, and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of $800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.

(For Registry Use Only)

EAST BAY ASIAN YOUTH CENTER
Name of Organization

List all DBAs and names the organization uses or has used

2025 EAST 12TH STREET
Address (Number and Street)

OAKLAND **CA 94606**
City or Town, State, and ZIP Code

510-533-1092
Telephone Number

MAE@EBAYC.ORG
E-mail Address

Check if:
☐ Change of address
☐ Amended report

State Charity Registration Number **052964**
Corporation or Organization No. **1232109**
Federal Employer ID No. **94-2925799**

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)
Make Check Payable to Department of Justice

Total Revenue	Fee	Total Revenue	Fee	Total Revenue	Fee
Less than $50,000	$25	Between $250,001 and $1 million	$100	Between $20,000,001 and $100 million	$800
Between $50,000 and $100,000	$50	Between $1,000,001 and $5 million	$200	Between $100,000,001 and $500 million	$1,000
Between $100,001 and $250,000	$75	Between $5,000,001 and $20 million	$400	Greater than $500 million	$1,200

PART A - ACTIVITIES

For your most recent full accounting period (beginning **07/01/22** ending **06/30/23**) list:

Total Revenue $ (including noncash contributions) **8,296,593** Noncash Contributions $ **0** Total Assets $ **3,980,931**

Program Expenses $ **6,789,203** Total Expenses $ **7,833,236**

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

		Yes	No
1.	During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?		X
2.	During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3.	During this reporting period, were any organization funds used to pay any penalty, fine or judgment?		X
4.	During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?		X
5.	During this reporting period, did the organization receive any governmental funding? STMT 1	X	
6.	During this reporting period, did the organization hold a raffle for charitable purposes?		X
7.	Does the organization conduct a vehicle donation program?		X
8.	Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?	X	
9.	At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?		X

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.

Signature of Authorized Agent	Printed Name	Title	Date
	DAVID KAKISHIBA	EXECUTIVE DIRECTOR	

California Statements

Statement 1 - Form RRF-1, Part B, Line 5 - Governmental Funding

Description

ALAMEDA COUNTY HEALTH CARE SERVICE AGENCY
1000 SAN LEANDRO BLVD. STE 300
SAN LEANDOR, CA 94577
510-618-1963
OAKLAND UNITE'
150 FRANK H OGAWA PLAZA, STE 4302
OAKLAND, CA 94612
510-238-2374
OAKLAND FUNDS FOR CHILDREN & YOUTH
150 FRANK H OGAWA PLAZA, STE 4212
OAKLAND, CA 94612
510-238-7163
ECONOMIC & WORKFORCE DEVELOPMENT DEPARTMENT
250 FRANK H OGAWA PLAZA, STE 3315
OAKLAND, CA 94612
510-238-3630
EDUCATION FOR CHANGE
333 HEGENBERGER RD, STE 600
OAKLAND, CA 94621
510-904-6376
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
P.O. BOX 997377, MS 0022
SACRAMENTO, CA 95899-7377
PROCUREMENT
900 HIGH STREET
OAKLAND, CA 94601
510-434-2236
SACRAMENTO COUNTY

IB5035

034

Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR **2022**

California e-file Return Authorization for Exempt Organizations

FORM **8453-EO**

Exempt Organization name: **EAST BAY ASIAN YOUTH CENTER**

Identifying number: **94-2925799**

Part I Electronic Return Information (whole dollars only)

1	Total gross receipts (Form 199, line 4)	8,296,593
2	Total gross income (Form 199, line 8)	8,296,593
3	Total expenses and disbursements (Form 199, line 9)	7,833,236

Part II Settle Your Account Electronically for Taxable Year 2022

4 ☐ Electronic funds withdrawal **4a** Amount _____ **4b** Withdrawal date (mm/dd/yyyy) _____

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____

6 Account number _____ 7 Type of account: ☐ Checking ☐ Savings

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2022 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here ▶ _____ (Signature of officer) 05/09/24 (Date) ▶ **EXECUTIVE DIRECTOR** (Title)

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer. See instructions.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2022 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign

ERO's signature ▶ MICHAEL R MARUCHEAU | Date 05/09/24 | Check if also paid preparer ☒ | Check if self-employed ☐ | ERO's PTIN P01250456

Firm's name (or yours if self-employed) and address ▶ GRANT BENNETT ASSOCIATES
10850 GOLD CENTER DR STE 260
RANCHO CORDOVA CA

Firm's FEIN 94-2692073

ZIP code 95670-5143

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Must Sign

Paid preparer's signature ▶ _____ | Date _____ | Check if self-employed ☐ | Paid preparer's PTIN _____

Firm's name (or yours if self-employed) and address ▶ _____

Firm's FEIN _____

ZIP code _____

IB5035

TAXABLE YEAR **2022**

California Exempt Organization Annual Information Return

FORM **199**

Calendar Year 2022 or fiscal year beginning (mm/dd/yyyy) 07/01/2022 , and ending (mm/dd/yyyy) 06/30/2023 .

Corporation/Organization name	California corporation number
EAST BAY ASIAN YOUTH CENTER	1232109
Additional information. See instructions.	FEIN 94-2925799
Street address (suite or room) 2025 EAST 12TH STREET	PMB no.
City OAKLAND	State CA / Zip code 94606
Foreign country name / Foreign province/state/county / Foreign postal code	

A First return ..... ☐ Yes ☒ No
B Amended return ..... ● ☐ Yes ☒ No
C IRC Section 4947(a)(1) trust ..... ☐ Yes ☒ No
D Final information return?
● ☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized
Enter date: (mm/dd/yyyy) ● _____
E Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other
F Federal return filed? (1) ● ☐ 990T (2) ● ☐ 990PF (3) ● ☐ Sch H (990)
(4) ☐ Other 990 series
G Is this a group filing? See instructions ..... ● ☐ Yes ☒ No
H Is this organization in a group exemption ..... ☐ Yes ☒ No
If "Yes," what is the parent's name?
_____

I Did the organization have any changes to its guidelines not reported to the FTB? See instructions. ..... ● ☐ Yes ☒ No
J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. ..... ● ☐ Yes ☒ No
K Is the organization exempt under R&TC Section 23701g? ... ● ☐ Yes ☒ No
If "Yes," enter the gross receipts from nonmember sources ..... $ _____
L Is the organization a limited liability company? ... ● ☐ Yes ☒ No
M Did the organization file Form 100 or Form 109 to report taxable income? ..... ● ☐ Yes ☒ No
N Is the organization under audit by the IRS or has the IRS audited in a prior year? ..... ● ☐ Yes ☒ No
O Is federal Form 1023/1024 pending? ..... ☐ Yes ☒ No
Date filed with IRS _____

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1 Gross sales or receipts from other sources. From Side 2, Part II, line 8 ●		1	33,562 00
	2 Gross dues and assessments from members and affiliates ●		2	00
	3 Gross contributions, gifts, grants, and similar amounts received ●		3	8,263,031 00
	4 Total gross receipts for filing requirement test. Add line 1 through line 3. **This line must be completed.** If the result is less than $50,000, see General Information B ●		4	8,296,593 00
	5 Cost of goods sold ●	5 00		
	6 Cost or other basis, and sales expenses of assets sold ●	6 00		
	7 Total costs. Add line 5 and line 6		7	00
	8 Total gross income. Subtract line 7 from line 4 ●		8	8,296,593 00
Expenses	9 Total expenses and disbursements. From Side 2, Part II, line 18 ●		9	7,833,236 00
	10 Excess of receipts over expenses and disbursements. Subtract line 9 from line 8 ●		10	463,357 00
Filing Fee	11 Total payments ●		11	00
	12 Use tax. See General Information K ●		12	00
	13 Payments balance. If line 11 is more than line 12, subtract line 12 from line 11 ●		13	00
	14 Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12 ●		14	00
	15 Penalties and interest. See General Information J		15	00
	16 **Balance due.** Add line 12 and line 15. Then subtract line 11 from the result ⊙		16	00

Sign Here

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 taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer ▶ | Title: EXECUTIVE DIRECTOR | Date | ● Telephone: 510-533-1092

Paid Preparer's Use Only

Preparer's signature ▶ MICHAEL R MARUCHEAU | Date: 05/09/2024 | Check if self-employed ▶ ☐ | ● PTIN: P01250456

Firm's name (or yours, if self-employed) and address ▶ GRANT BENNETT ASSOCIATES
10850 GOLD CENTER DR STE 260
RANCHO CORDOVA, CA 95670-5143

● Firm's FEIN: 94-2692073
● Telephone: 916-922-5109

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

IB5035

EAST BAY ASIAN YOUTH CENTER
94-2925799

Part II Organizations with gross receipts of more than $50,000 and private foundations regardless of amount of gross receipts — complete Part II or furnish substitute information.

Receipts from Other Sources	1 Gross sales or receipts from all business activities. See instructions	1		00
	2 Interest	2		00
	3 Dividends	3	6,118	00
	4 Gross rents	4		00
	5 Gross royalties	5		00
	6 Gross amount received from sale of assets (See instructions)	6		00
	7 Other income. Attach schedule SEE STATEMENT 1	7	27,444	00
	8 **Total** gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	33,562	00
	9 Contributions, gifts, grants, and similar amounts paid. Attach schedule SEE STATEMENT 2	9	317,268	00
	10 Disbursements to or for members	10		00
	11 Compensation of officers, directors, and trustees. Attach schedule SEE STATEMENT 3	11	370,434	00
	12 Other salaries and wages	12	4,610,708	00
Expenses and Disburse-ments	13 Interest	13	7,450	00
	14 Taxes	14		00
	15 Rents	15	166,524	00
	16 Depreciation and depletion (See instructions)	16	14,828	00
	17 Other expenses and disbursements. Attach schedule SEE STATEMENT 4	17	2,346,024	00
	18 **Total** expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	7,833,236	00

Schedule L Balance Sheet

Assets	Beginning of taxable year (a)	Beginning of taxable year (b)	End of taxable year (c)	End of taxable year (d)
1 Cash		749,319		1,206,314
2 Net accounts receivable		1,518,352		2,088,749
3 Net notes receivable				
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock STMT 5		41,720		45,678
8 Mortgage loans				
9 Other investments. Attach schedule				
10 a Depreciable assets	451,510		451,510	
b Less accumulated depreciation	191,994	259,516	206,822	244,688
11 Land		220,741		220,741
12 Other assets. Attach schedule STMT 6		60,629		174,761
13 **Total assets**		2,850,277		3,980,931
Liabilities and net worth				
14 Accounts payable		504,384		617,941
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable				
17 Mortgages payable				
18 Other liabilities. Attach schedule STMT 7		279,799		830,537
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		2,066,094		2,532,453
22 **Total liabilities and net worth**		2,850,277		3,980,931

Schedule M-1 Reconciliation of income per books with income per return
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than $50,000.

1 Net income per books	466,359	7 Income recorded on books this year not included in this return. Attach schedule SEE STMT 8	3,002
2 Federal income tax		8 Deductions in this return not charged against book income this year. Attach schedule	
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8	3,002
4 Income not recorded on books this year. Attach schedule		10 Net income per return. Subtract line 9 from line 6	463,357
5 Expenses recorded on books this year not deducted in this return. Attach schedule			
6 Total. Add line 1 through line 5	466,359		

California Statements

Statement 1 - Form 199, Part II, Line 7 - Other Income

Description	Amount
OTHER INCOME	$ 27,444
TOTAL	$ 27,444

California Statements

Statement 2 - Form 199, Part II, Line 9 - Contributions, Gifts, Grants, and Similar Amounts

PSA	Class	Name	Address	City	State	Zip	Relationship	Status	Purpose	Amount	Noncash Description	FMV Explanation	Book Value Amount	Book Value Explanation	Date
1								STIPENDS		317,268					

Statement 3 - Form 199, Part II, Line 11 - Officer Compensation

Name	Address	City	State	Zip	Title	Avg Hrs	Compensation Amount
STEVE LEE					CHAIR	2.00	
HUONG NGUYEN					VICE-CHAIR	2.00	
ALVIN LAU					DIRECTOR	2.00	
PAUL LAU					TREASURER	2.00	
WILLIAM LAU					DIRECTOR	2.00	
DUNG PHAM					DIRECTOR	2.00	
TERESA RAMIREZ					DIRECTOR	2.00	
DANA ENG					DIRECTOR	2.00	
EMILY WU					DIRECTOR	2.00	
DAVID KAKISHIBA	2025 EAST 12 STREET	OAKLAND	CA	94606	EXECUTIVE DIRECTOR	40.00	123,465
MAE SAETEURN	2025 EAST 12TH STREET	OAKLAND	CA	94606	DIRECTOR OF FINANCE	40.00	124,772
JOHN FLORES					DIRECTOR	2.00	
GIANNA TRAN					DEPUTY EXEC. DIR.	40.00	122,197

California Statements

Statement 3 - Form 199, Part II, Line 11 - Officer Compensation (continued)

Name	Address	City	State	Zip	Title	Avg Hrs	Compensation Amount
JOEY LAU					DIRECTOR	2.00	
LIANNA LAU					DIRECTOR	2.00	
LISA LAU					DIRECTOR	2.00	
NAOMI HAO					DIRECTOR	2.00	
TOTAL							370,434

California Statements

Statement 4 - Form 199, Part II, Line 17 - Other Expenses

Description	Amount
OTHER BENEFITS	$ 354,585
PAYROLL TAXES	416,966
ACCOUNTING	42,241
CONTRACTUAL	426,166
PERSONNEL SERVICE	42,243
REPROGRAPHICS	11,576
PROGRAM ACTIVITIES	408,757
SUPPLIES & SERVICES	51,488
DONATION	117,175
PROFESSIONAL DEVELOPMENT	16,979
FIELD TRIP/TRANSPORTATION	273,683
PENSION	17,524
TELECOMMUNICATIONS	16,124
COMMUNICATIONS	29,655
INSURANCE	25,576
TRAVEL	2,453
MEETINGS/EVENTS	43,427
FUNDRAISING	661
TECHNOLOGY	8,745
LOBBYING	40,000
TOTAL	$ 2,346,024

Statement 5 - Form 199, Schedule L, Line 7 - Investments in Stock

Description	Beginning of Year	End of Year
INVESTMENTS	$ 41,720	$ 45,678
TOTAL	$ 41,720	$ 45,678

Statement 6 - Form 199, Schedule L, Line 12 - Other Assets

Description	Beginning of Year	End of Year
DEPOSITS	$ 2,977	$ 2,977
RIGHT OF USE ASSET		115,737
PREPAID EXPENSES	57,652	56,047
TOTAL	$ 60,629	$ 174,761

Statement 7 - Form 199, Schedule L, Line 18 - Other Liabilities

Description	Beginning of Year	End of Year
LEASE LIABILITY	$	$ 117,973
DEFERRED REVENUE	279,799	712,564
TOTAL	$ 279,799	$ 830,537

California Statements

Statement 8 - Form 199, Schedule M-1, Line 7 - Income Recorded on Books

Description	Amount
NET UNREALIZED GAINS	$ 3,002
TOTAL	$ 3,002

OUSD Expanded Learning Program 2022-2023 Data Profile

Lincoln Elementary School

East Bay Asian Youth Center

School Year Program Enrollment

22%
of the school's student population in My Program

153
Students enrolled in My Program

705
School Student Population

Source: OUSD Expanded Learning Program 2022-2023 School Year Enrollment and Attendance Data and OUSD Official Enrollment Data 2022-2023 school year.

Student Demographic Information for My Program

44%
English Language Learners

20%
SPED youth

20%
Home language is Spanish

Grade

1st grade	13%
2nd grade	18%
3rd grade	19%
4th grade	24%
5th grade	26%

Race/Ethnicity

Asian	83%
African American	14%
White	4%

Gender

Male	51%
Female	49%

Source: OUSD Official Enrollment Data 2022-2023 school year. Due to rounding, numbers might not equal to 100%.

Youth Feedback

The following tables provide the percentage of students in your program who agreed with the survey item statements.

- "–": there were no responses for that survey item statement.
- "NA": the number of responses for that survey item statement were 3 or less.

Youth Survey Responses: 59

Safe and Supportive Environment

Survey Item	My Program	All ELPs
I feel safe in this program.	100%	94%
There is an adult who cares about me in this program.	95%	93%
This program helps me to make friends.	81%	82%
In this program, I feel included.	90%	89%
The adults in this program listen to my ideas.	76%	85%
There is an adult in this program who notices when I am upset.	80%	84%

Lifelong Learning

Survey Item	My Program	All ELPs
This program makes learning fun.	80%	81%
In this program, I try new activities.	92%	89%
I like to go to school because I get to go to this program.	71%	74%
This program helps me feel more motivated to learn in school. (MS/HS)	--	76%
I learn how to do things in this program that help with my schoolwork. (MS/HS)	--	80%

Empowerment

Survey Item	My Program	All ELPs
Since coming to this program, I feel like I can try new things, even if I think they might be hard.	90%	82%
The adults in this program encourage me to try harder.	83%	87%
In this program, I have chances to lead others. (MS/HS)	--	79%
Since coming to this program, I feel more connected to my school. (MS/HS)	--	82%

Source: OUSD ELP 2022-2023 School Year Participant Survey, n = 59. Total Youth Responses for All Expanded Learning Programs, N = 2,844.

Family Feedback

The following tables provide the percentage of parents or guardians who agreed or strongly agreed with the survey item statements.

- "-": there were no responses for that survey item statement.
- "NA": that the number of responses for that survey item statement were 3 or less.

Family Survey Responses: 7

Family Engagement

Survey Item	My Program	All ELPs
I know what my child is doing and learning in this program.	100%	81%
The staff members in this program listen to me when I have a question or comment.	100%	76%
I receive communication from this program.	100%	76%
It was easy to register my student for this program.	100%	74%
This program helps me learn about other resources in the district and community.	100%	70%

Program Quality

Survey Item	My Program	All ELPs
My student feels supported by staff in this program.	100%	74%
My student tells me good things about this program.	100%	75%
This program is a safe place for my student.	100%	73%
In this program, my student has opportunities to try new things.	100%	71%

Satisfaction and Family Needs

Survey Item	My Program	All ELPs
I would recommend this program to other families in my community.	100%	66%
This program teaches skills that help my child in school.	100%	71%
Since coming to this program, my student's feelings about school has improved.	100%	67%
This program provides activities that meet my student's interests and talents, such as sports and arts.	86%	73%
[If your student has special needs.] This program has accommodations so that my child can participate in activities.	43%	47%

Source: OUSD ELP 2022-2023 School Year Family Survey, n = 7. Total Family Responses for All Expanded Learning Programs, N = 808.

EBAYC
SINCE 1976

2024-2025 ORGANIZATION CHART

Board of Directors

David Kakishiba
Executive Director

- **Mae Saeteurn** — Deputy Director of Finance
- **Jana Saeteurn** — Director of Operations
- **Quyen Le** — Data & Evaluation Director
- **Darling Mieu** — Administrative Director
- **Evangelina Lara** — Community Organizer
- **Yammie Liang** — Community Organizer
- **Xai Lee** — Managing Director - Sacramento
  - **TBD** — Wellness Center Organizer
  - **Dang Khang** — Peer Advocate Facilitator
  - **Gaoger Yang** — Peer Advocate Facilitator
  - **Pua Thao** — Peer Advocate Facilitator
  - **Felicia Chan** — Life Coach
  - **Peter Tran** — Life Coach
- **Frederick Mesa** — Expanded Learning Director - UPA
  - **Jennifer Ozuna** — Expanded Learning Coordinator
  - **Maria Gomez** — Family Advocate
  - **TBD** — Family Advocate
  - **TBD** — After-School Teachers
- **Marisela DeAnda** — Managing Director - Roosevelt
  - **TBD** — Expanded Learning Coordinator
  - **Jessica Murillo** — Family Advocate
  - **TBD** — Family Advocate
  - **TBD** — After-School Teachers
- **Angela Phung** — Managing Director - Manzanita Community
  - **Jennifer Sanchez** — Expanded Learning Coordinator
  - **Faum Saeteurn** — Family Advocate
  - **TBD** — After-School Teachers
- **Jimmy Lee** — Managing Director - Franklin Elementary
  - **Rosa Vizcarra** — Expanded Learning Coordinator
  - **TBD** — After-School Teachers
- **Rany Ath** — Managing Director - Oakland High School
  - **Kaycee Hasan** — Licensed Clinical Social Worker
  - **Isabel Carlay** — Operations Coordinator
  - **Erik Fuller** — Coordinated Service Director
  - **Julia DeGuzman** — Expanded Learning Director
  - **Jay Rivas** — On-Track Counselor
  - **Karla Verde** — Peer Mentor Counselor
- **Nikita Williams** — Managing Director - Garfield Elementary
  - **Rosio Cisneros** — Family Advocate
  - **Yesenia Ceja** — Family Advocate
  - **Jonatan Valladares** — Expanded Learning Director - Garfield
    - **TBD** — Expanded Learning Coordinator
    - **TBD** — After-School Teachers
- **Nhi Chau** — Deputy Director of Strategic Development
  - **Diocelina Ambriz** — Expanded Learning Director - Lincoln
    - **Lina Liang** — Expanded Learning Coordinator
    - **Carmen Murillo** — Expanded Learning Coordinator
    - **TBD** — After-School Teachers
  - **Lucero Sanchez** — Expanded Learning Director - SEED
    - **TBD** — Expanded Learning Coordinator
    - **TBD** — After-School Teachers
  - **Patricia Barajas** — Expanded Learning Director - Frick United
    - **Alondra Cervantes** — Expanded Learning Coordinator
    - **TBD** — After-School Teachers
  - **Alison Phan** — Expanded Learning Director - Edna Brewer
    - **Maria Cruz** — Expanded Learning Coordinator
    - **TBD** — After-School Teachers
- **Gianna Tran** — Deputy Executive Director
  - **Angelica Reyes** — Life Coach - YLC
  - **Dennis Deudor** — Life Coach - YLC
  - **Bernice Grisby** — Life Coach- YLC
  - **Erik Fuller** — Life Coach - YLC
  - **Chanda May** — Life Coach - GBV
  - **Aramesha Burrell** — Life Coach - VIP
  - **Fransua Senegal** — Life Coach - VIP
  - **Juan Campos** — Life Coach - Probation
  - **John Tran** — Life Coach - VIP
  - **Lucumi Soriano** — Expanded Learning Director Dewey Academy

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 6/16/2021

ESL ID: 3181096273

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 1232109

Entity Name: EAST BAY ASIAN YOUTH CENTER

- [x] 1. The entity is in good standing with the Franchise Tax Board.
- [ ] 2. The entity is **not** in good standing with the Franchise Tax Board.
- [x] 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- [ ] 4. We do not have current information about the entity.
- [ ] 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

CITY NATIONAL BANK
AN RBC COMPANY

Account #: 444060549

This statement: May 31, 2024
Last statement: April 30, 2024

Contact us:
800 773-7100

Oakland Banking Office
1180 Broadway
Oakland CA 94607

cnb.com

444 0830G
EAST BAY ASIAN YOUTH CENTER
DBA OAKLAND ASIAN STUDENTS EDUCATIONAL SERVICES (PAYROLL/OPERATING ACCT)
2025 E 12TH ST
OAKLAND CA 94606

IMPORTANT: AS OF JUNE 1, 2024, OUR TREASURY MANAGEMENT SERVICES DISCLOSURE AND AGREEMENT (TMDA) HAS BEEN UPDATED. PLEASE REVIEW ONLINE AT CNB.COM/AGREEMENTS. THE AGREEMENT INCLUDES UPDATES TO ACH, CITY IMAGE SERVICES, AND EASI LINK AS SUMMARIZED HERE: CNB.COM/TMDAUPDATES.

Non-Profit Checking Account

Account Summary	
Account number	444060549
Minimum balance	$387,752.63
Average balance	$760,655.99
Avg. collected balance	$665,462.00

Account Activity			
Beginning balance (4/30/2024)			$838,862.09
Credits	Deposits (6)	+ 983,663.08	
	Electronic cr (4)	+ 5,403.46	
	Other credits (3)	+ 2,656.77	
	Total credits		+ $991,723.31
Debits	Checks paid (496)	- 746,592.19	
	Electronic db (7)	- 216,716.99	
	Other debits (19)	- 3,329.44	
	Total debits		- $966,638.62
Ending balance (5/31/2024)			$863,946.78

DEPOSITS

Date	Description	Reference	Credits
5-17	E-Deposit	00000001	100.00
5-17	E-Deposit	00000001	313.20
5-17	E-Deposit	00000001	18,235.90
5-17	E-Deposit	00000001	18,415.58
5-17	E-Deposit	00000001	144,916.84
5-17	E-Deposit	00000001	801,681.56

ELECTRONIC CREDITS

Date	Description	Credits
5-9	Preauthorized Credit UNITED WAY CALIF ACH PAYMEN 799024 23Q1STATE1031 PPD 2330447	14.80
5-23	Preauthorized Credit BRAINTREE FUNDING 5X4DKT EASTBAYASIANYOUTHC CCD	194.33
5-24	Preauthorized Credit BRAINTREE FUNDING C4R8HJ EASTBAYASIANYOUTHC CCD	194.33
5-30	Preauthorized Credit DODGE & COX PAYMENT CCD EAST BAY ASIAN 5K - DESIGNATED TO OAKLAND PROGRAMS\	5,000.00

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

May 01, 2024 through May 31, 2024
Account Number: **000000553850960**

00441497 1 AV 00.507

00441497 DRE 703 141 15324 NNNNNNNNNNN T 1 000000000 64 0000379 P6833

EAST BAY ASIAN YOUTH CENTER
2025 E 12TH ST
OAKLAND CA 94606-4925

CUSTOMER SERVICE INFORMATION

Web site:	**www.Chase.com**
Service Center:	**1-877-425-8100**
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

We accept operator relay calls

1526001106700189650001000000000

CHECKING SUMMARY

Chase Business Complete Checking

	INSTANCES	AMOUNT
Beginning Balance		**$517,314.98**
Ending Balance	**0**	**$517,314.98**

There has been no activity on your account during this statement period. You may not receive a statement through the mail in the future if there is no activity on your account. You can always view your account activity and statement by logging on to your account through chase.com. If you have questions, please call us at the number on this statement.

Congratulations, we waived the $15 Monthly Service Fee for this statement period, based on your qualifying activity.

How to Avoid the Monthly Service Fee (MSF)

If you meet any of the following qualifying activities for this Chase Business Complete Checking[SM] account in a statement period, we will waive the $15 MSF.

Here's the business activity we used to determine if you qualified for the MSF waiver:

- $2,000 Minimum Daily Ending Balance: Your lowest daily ending balance was $517,314.98.
- $2,000 Chase Payment Solutions[SM] Activity: $0.00 was deposited into this account.
- $2,000 Chase Ink® Business Card Activity: $0.00 was your total Ink activity.

You can also avoid the MSF if you:

- Maintain a linked Chase Private Client Checking[SM] account OR
- Meet Chase Military Banking requirements

For complete details on all requirements to avoid the MSF, please review the Additional Banking Services and Fees for Business Accounts at chase.com/business/disclosures or visit a Chase branch.

MERRILL
A BANK OF AMERICA COMPANY

Primary Account: 280-02541

EAST BAY ASIAN YOUTH CENTER
2025 E 12TH ST
OAKLAND CA 94606-4925

WEALTH MANAGEMENT REPORT

May 01, 2024 - May 31, 2024

PORTFOLIO SUMMARY

	May 31	April 30	Month Change	
Net Portfolio Value	**$306,361.27**	**$305,166.09**	**$1,195.18**	▲
Your assets	$306,361.27	$305,166.09	$1,195.18	▲
Your liabilities	-	-		
Your Net Cash Flow (Inflows/Outflows)	-	-		
Securities You Transferred In/Out	-	-		
Subtotal Net Contributions	-	-		
Your Dividends/Interest Income	$1,195.18	$1,302.20		
Your Market Gains/(Losses)	-	-		
Subtotal Investment Earnings	***$1,195.18***	***$1,302.20***		

If you have questions on your statement, call 24-Hour Assistance:
(800) MERRILL
(800) 637-7455

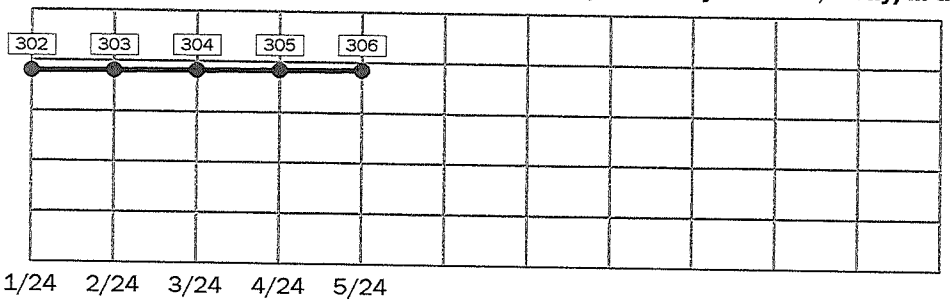
Investment Advice and Guidance:
Call Your Financial Advisor

Your Financial Advisor:
THE THOMAS KNIPPEN GROUP
1111 BROADWAY, 22ND FLOOR
OAKLAND CA 94607-4306
1-510-208-3873

Up-to-date account information can be viewed at: www.mymerrill.com, where your statements are archived for three or more years.

Questions about MyMerrill? Click the "help" tab at the top of the screen once you log in.

Total Value (Net Portfolio Value plus Assets Not Held/Valued By MLPF&S, if any) in thousands, 2024-2024



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Online delivery is a straightforward way to manage your account documents. Access seven years of statements online, reduce clutter and help lower your risk of fraud. Visit MyMerrill.com® or download the mobile app to enroll.

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Investment products: **Are Not FDIC Insured** | **Are Not Bank Guaranteed** | **May Lose Value**

EBAYC

Where young people grow, thrive and lead!

Job Description

Director of Expanded Learning

July 1, 2024

The Expanded Learning Director is responsible for managing EBAYC's summer and after-school learning programs based at one of eight schools in the Oakland Unified School District.

Core Responsibilities

1. Plan, develop, and manage implementation of summer and after-school learning programs, including student recruitment, selection, registration, attendance, and exit; program design and curriculum development; parent engagement; school transitions; facility, supply, and food service logistics; and special events and activities coordination.
2. Plan, develop, and manage implementation of the participatory program improvement process, including evaluation design, data collection, performance and outcome analysis, professional learning, and program improvement
3. Establish work plans for, and train, support, and supervise part-time program employees, volunteers, and/or interns.
4. Serve as principal liaison with the school principal, assistant principals, community school manager, office manager, teachers, custodians, food service workers, and school security officers.
5. Participate in all EBAYC meetings, events, and activities designated by the EBAYC Executive Director.

Minimum Qualifications

1. Three years of progressively responsible experience in non-profit program management and employee supervision.
2. Knowledge of and experience with program design, curriculum development, and program evaluation.
3. Knowledge of and experience with family support and family engagement practices.
4. Knowledge of and experience with program improvement coaching and professional development.
5. Excellent time management skills and is meticulous to detail.
6. Knowledge of and commitment to EBAYC's mission, theory-of-change, and organizational values.
7. Knowledge of and commitment to working in and building a culturally-responsive, trauma-informed, healing-centered youth and family service organization.
8. 48 College semester units or passage of the ACOE Aide examination.
9. Negative Result on tuberculosis test.
10. LiveScan background clearance.
11. Fluency in Mam, Spanish, Cantonese or Vietnamese is desirable, but not required.

Compensation

Salary: $66,000 to $81,000 annually, with health/dental/vision coverage, vacation/medical/holiday leave, and 403(b).
Status: Full-Time Exempt

EBAYC

Where young people grow, thrive and lead!

Job Announcement

2024-2025 After-School Teacher

The After-School Teacher prepares and provides in-person academic enrichment instruction and social/emotional development activities to elementary and middle school students in one of nine EBAYC After-School Learning programs. We are looking for passionate and mission-driven youth development practitioners who love to work with early elementary grade children (Transitional Kindergarten, Kindergarten, 1st Grade, 2nd Grade), intermediate elementary grade children (3rd through 5th grades), and middle school students (6th through 8th grades).

Core Responsibilities

1. Facilitate students' academic and social development through their daily participation and engagement in the EBAYC After-School Learning program.
2. Plan, prepare, and implement project-based learning curriculum and activities that foster creative expression, critical thinking, and collaborative decision-making.
3. Plan, prepare, and implement curriculum and activities that foster students' literacy development.
4. Plan, prepare, and organize community building activities.
5. Plan, prepare, and organize family learning nights.
6. Maintain on-going communication and collaboration with parents and teachers.
7. Integrate the participation of assigned high school teaching interns and/or U.C. Berkeley student volunteers.
8. Collect and submit all required student-level registration, attendance, and survey data.
9. Participate in all EBAYC After-School Learning Team meetings and activities.

Minimum Qualifications

1. 48 College semester units or passage of the Alameda County Of Education Instructional Aide Examination.
2. Negative Result on tuberculosis test.
3. LiveScan background clearance.
4. Ability to manage and support a class of up to 20 students.
5. Ability to plan and prepare lesson plans and deliver instruction.
6. Ability to communicate effectively with parents and teachers.
7. Knowledge of and commitment to working in and building a culturally-responsive, trauma-informed, healing-centered youth and family service organization.
8. Knowledge of and commitment to EBAYC's vision, mission, and theory-of-change.
9. Fluency in Mam, Spanish, Cantonese or Vietnamese is desirable, but not required.

Work Schedule: 5 hours per day, Monday through Friday, 1:00pm to 6:00pm
(some positions at each program may be 8 hours per day)

Work Period: 200 work days from Friday, July 19, 2024 through Friday, May 30, 2025, excluding school holidays.

Compensation: $23 to $25 per hour
Sick Leave

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0438000367
May 18, 2023 LTR 4168C 0
94-2925799 000000 00
00134004
BODC: TE

EAST BAY ASIAN YOUTH CENTER
2025 E 12TH ST
OAKLAND CA 94606-4925

3936

Employer ID number: 94-2925799
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 09, 2023, about your tax-exempt status.

We issued you a determination letter in December 1996, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

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

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

In the heading of this letter, we indicated whether you must file an annual information return. If 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 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.,

0438000367
May 18, 2023 LTR 4168C 0
94-2925799 000000 00
00134005

EAST BAY ASIAN YOUTH CENTER
2025 E 12TH ST
OAKLAND CA 94606-4925

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Brian R Wright

Brian R. Wright
Program Manager, AM OPS 1

Notice 1155-G

Disaster Relief from the IRS

The Federal Emergency Management Agency (FEMA) recently issued a disaster declaration. The IRS announced that taxpayers in your area may qualify for administrative disaster tax relief. Administrative disaster tax relief generally includes postponement of most filing and payment deadlines. If your IRS address of record is in the covered disaster area listed in the news release, you will automatically receive IRS administrative disaster tax relief. Visit **www.irs.gov** and search "IRS News From Around the Nation" to view the news release.

Also, taxpayers in a federally declared disaster area have the option of claiming disaster-related casualty losses on their federal income tax return for either the year in which the event occurred, or the prior year. See Publication 547 Casualties, Disasters and Thefts for claiming disaster-related casualty and theft losses. Disaster questions, please call the IRS Disaster Hotline at 866-562-5227.

73936

Aviso 1155-G

Alivio de Desastre por parte del *IRS*

La Agencia Federal para el Manejo de Emergencias (*Federal Emergency Management Agency* o *FEMA*, por sus siglas en inglés) emitió recientemente una declaración de desastre. El *IRS* anunció que los contribuyentes en su área pueden calificar para el alivio tributario administrativo por desastre. Por lo general, el alivio tributario administrativo por desastre incluye el aplazamiento de la mayoría de los plazos de presentación y pago. Si su dirección registrada ante el *IRS* se encuentra en la zona de desastre cubierta que se indica en el comunicado de prensa, usted recibirá automáticamente del *IRS* el alivio tributario administrativo por desastre. Visite www.irs.gov/espanol y busque "Alrededor de la Nación" para ver el comunicado de prensa.

Además, los contribuyentes en una zona declarada de desastre por el gobierno federal, tienen la opción de reclamar las pérdidas por hechos fortuitos relacionadas con el desastre en su declaración de impuestos federales sobre los ingresos ya sea para el año en que ocurrió el evento o bien para el año anterior. Consulte la Publicacion 547 (sp), Hechos Fortuitos, Desastres y Robos, para reclamar las pérdidas por hechos fortuitos y robos relacionadas con desastres. Para las preguntas sobre desastres, por favor, llame a la línea directa del *IRS* para desastres al 866-562-5227.

Notice 1155-G (en-sp) (Rev. 11-2021) Catalog Number 35604K Department of the Treasury **Internal Revenue Service** www.irs.gov

Secretary of State
Certificate of Status

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

Entity Name:	EAST BAY ASIAN YOUTH CENTER
File Number:	C1232109
Registration Date:	11/15/1983
Entity Type:	DOMESTIC NONPROFIT CORPORATION
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of June 14, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

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

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

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of June 15, 2021.

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

Certificate Verification Number: R5N5A4Z

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

EBAYC Board of Directors

First Name	Last Name	Board Role	Affliation
Dana	Eng		Community
Joey	Lau		Student Alumni
Lianna	Lau		Student Alumni
Lisa	Lau		
Paul	Lau	Vice Chair of Finance	Parent Alumni
William	Lau	Board Co-Chair	Student Alumni
Steve	Lee	Board Co-Chair	At-Large
Huong	Nguyen		Community
Teresa	Ramirez		Parent Rep

Where young people grow, thrive and lead!

Date: April 20, 2024
To: EBAYC Board of Directors
From: David Kakishiba
Re: **Summary of APRIL 20, 2024 Board of Directors Meeting**

Attendance – Meeting Conducted @ 2025 East 12th Street

Present	Absent	Resigned `	Staff
1. Huong Nguyen	Dana Eng	Naomi Hao	David Kakishiba
2. Lianna Lau	Joey Lau	Emily Wu	Evangelina Lara
3. Lisa Lau	Paul Lau		
4. William Lau	Teresa Ramirez		
5. Steve Lee			

Approval of February 3, 2024 EBAYC Board Meeting Summary

Lisa Lau moved and William Lau seconded that the EBAYC Board of Directors approve the February 3, 2024 EBAYC Board Meeting Summary, as submitted.

Motion passed with 5 YES votes, Zero NO votes, and Zero ABSTENTIONS

Discussion of Recruitment Plan for Board Directors 2024-2025 Term

David Kakishiba reviewed a set of recommendations, including proposed By-Law changes; recruiting up to three At-Large candidates who are public education, community violence prevention, and/or adolescent mental health subject-matter experts; and recruiting up to five current/former EBAYC clients. Board Directors expressed consensus on acting on proposed By-Law changes at its June 2024 Board meeting and on recruiting At-Large and Current/Former EBAYC Clients. Huong Nguyen, Steve Lee, and William Lau will follow up on identifying and recruiting At-Large candidates, and staff will follow up on Client candidates.

Discussion of April 27, 2024 Community Action on Sex-Trafficking

David Kakishiba reviewed the purpose and format of the San Antonio Neighborhood Coalition's (SANC) Community Action on Sex-Trafficking. SANC anticipates over 700 people to attend.

Endorsement of the Oakland Community Violence & Emergency Response Act

David Kakishiba presented the core language of the proposed Oakland Community Violence & Emergency Response Act of 2024, which is a citizens' initiative to replace the expiring Measure Z. David Kakishiba and Board Directors discussed the overall value/importance of the Act in directly addressing EBAYC's organizational interest in sustaining/expancding youth violence prevention/intervention services and having the City of Oakland establish human-trafficking as a top public safety priority. William Lau moved and Steve Lee seconded that the Board of Directors endorse the 2024 Oakland Community Violence & Emergency Response Act.

Motion passed with 5 YES votes, Zero NO votes, and Zero ABSTENTIONS

Financial Statements
June 30, 2023 and 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
East Bay Asian Youth Center
Oakland, California

Opinion

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of East Bay Asian Youth Center 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of East Bay Asian Youth Center 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 opinions.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Alameda County Awards is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 18, 2024, on our consideration of East Bay Asian Youth Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of East Bay Asian Youth Center's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering East Bay Asian Youth Center's internal control over financial reporting and compliance.

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants

Rancho Cordova, California
January 18, 2024

FINANCIAL STATEMENTS

East Bay Asian Youth Center
Statement of Financial Position
June 30, 2023 and 2022

	2023	2022
ASSETS		
Current Assets:		
Cash and Cash Equivalents	$ 1,206,314	$ 749,319
Contracts and Grants Receivable	2,088,749	1,518,352
Prepaid Expenses	56,047	57,651
Investments	45,678	41,720
Total Current Assets	3,396,788	2,367,042
Other Assets:		
Property and Equipment, Net	465,429	480,257
Deposits	2,977	2,977
Operating Lease - Right-of-Use Asset, net	115,737	-
TOTAL ASSETS	$ 3,980,931	$ 2,850,276
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable & Accrued Expenses	$ 470,887	$ 366,536
Accrued Vacation	147,054	137,847
Operating Lease Liability, current portion	42,769	-
Deferred Revenue	712,564	279,799
Total Current Liabilities	1,373,274	784,182
Operating Lease Liability, Net of Current Portion	75,204	-
Total Liabilities	1,448,478	784,182
Net Assets:		
Without Donor Restrictions	1,757,178	1,889,759
With Donor Restrictions	775,275	176,335
Total Net Assets	2,532,453	2,066,094
TOTAL LIABILITIES AND NET ASSETS	$ 3,980,931	$ 2,850,276

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

East Bay Asian Youth Center
Statement of Activities and Changes in Net Assets
For the Years Ended June 30, 2023 and 2022

	2023	2022
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support and Revenues		
Support:		
Government Contracts	$ 6,968,186	$ 6,447,909
PPP Loan Revenue	-	120,830
Donations	104,236	167,723
Total Support	7,072,422	6,736,462
Revenue:		
Fee for Service	-	8,000
Fundraising Income	-	1,047
Other Income	27,444	65,413
Interest and Dividend Income	6,118	866
Unrealized Gain (Loss) on Investments	3,002	9,982
Net Assets Released from Restrictions	591,669	1,734,647
Total Revenue	628,233	1,819,955
Total Support and Revenue	7,700,655	8,556,417
Expenses:		
Program Services	6,789,203	6,186,054
Supporting Services:		
Management and General	937,307	781,039
Fundraising	106,726	70,466
Total Expenses	7,833,236	7,037,559
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	(132,581)	1,518,858
NET ASSETS WITH DONOR RESTRICTIONS		
Foundation and Corporate Support	1,131,500	1,532,587
Donations	59,109	35,000
Net Assets Released from Restrictions	(591,669)	(1,734,647)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	598,940	(167,060)
CHANGE IN NET ASSETS	466,359	1,351,798
NET ASSETS AT BEGINNING OF YEAR	2,066,094	714,296
NET ASSETS AT END OF YEAR	$ 2,532,453	$ 2,066,094

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

East Bay Asian Youth Center
Statement of Functional Expenses
For the Year Ended June 30, 2023

	Program Services	Management and General	Fundraising	Total
Salaries	$ 4,476,626	$ 380,250	$ 83,832	$ 4,940,708
Health Benefits	277,435	47,857	3,747	329,039
Pension	22,336	4,750	338	27,424
Life Insurance	-	1,417	-	1,417
Payroll Taxes	382,028	28,915	6,023	416,966
Workers Compensation	52,056	2,129	478	54,663
Contractual	382,461	43,705	-	426,166
Technology	-	8,745	-	8,745
Stipends	317,268	-	-	317,268
Accounting Service	-	42,241	-	42,241
Personnel Service	-	42,243	-	42,243
Travel	2,453	-	-	2,453
Professional Development	12,186	4,793	-	16,979
Telecommunications	3,982	12,142	-	16,124
Communications/Subscriptions	-	29,655	-	29,655
Facilities	10,362	50,480	-	60,842
Rent	35,647	23,897	-	59,544
Property Tax	-	14,428	-	14,428
Security	196	2,382	-	2,578
Reprographics	-	11,576	-	11,576
Field Trip/Transportation	273,683	-	-	273,683
Finance Charges/Fees	656	6,794	-	7,450
Depreciation	-	14,828	-	14,828
Program Activities	405,934	2,823	-	408,757
Meetings & Events	18,569	23,296	1,562	43,427
Supplies and Services	-	41,403	10,085	51,488
Donation	113,160	4,015	-	117,175
Lobbying	-	40,000	-	40,000
Insurance	-	25,576	-	25,576
Utilities	2,165	26,967	-	29,132
Fundraising	-	-	661	661
Total Expenses	$ 6,789,203	$ 937,307	$ 106,726	$ 7,833,236

The accompanying notes are an integral part of this schedule.

East Bay Asian Youth Center
Statement of Functional Expenses
For the Year Ended June 30, 2022

	Program Services	Management and General	Fundraising	Total
Salaries	$ 4,263,686	$ 307,642	$ 43,000	$ 4,614,328
Health Benefits	353,169	67,174	3,528	423,871
Pension	26,738	7,437	-	34,175
Life Insurance	-	361	-	361
Payroll Taxes	360,139	17,817	3,184	381,140
Workers Compensation	49,885	1,643	279	51,807
Contractual	364,182	37,600	13,050	414,832
Technology	-	-	-	-
Stipends	280,859	-	-	280,859
Accounting Service	-	35,393	-	35,393
Personnel Service	-	37,017	-	37,017
Travel	-	-	-	-
Professional Development	6,572	5,000	-	11,572
Telecommunications	3,426	12,355	-	15,781
Communications/Subscriptions	-	22,290	-	22,290
Facilities	4,480	57,964	-	62,444
Rent	34,110	22,995	-	57,105
Property Tax	-	19,213	-	19,213
Security	-	2,397	-	2,397
Reprographics	-	8,682	-	8,682
Field Trip/Transportation	42,787	-	-	42,787
Finance Charges/Fees	96	13,027	-	13,123
Depreciation	-	12,333	-	12,333
Program Activities	372,145	3,359	4,756	380,260
Meetings and Events	-	-	-	-
Supplies and Services	-	44,644	2,669	47,313
Donation	22,445	1,300	-	23,745
Lobbying	-	-	-	-
Insurance	-	20,839	-	20,839
Utilities	1,335	22,557	-	23,892
Fundraising	-	-	-	-
Total Expenses	$ 6,186,054	$ 781,039	$ 70,466	$ 7,037,559

The accompanying notes are an integral part of this schedule.

East Bay Asian Youth Center
Statement of Cash Flows
For the Years Ended June 30, 2023 and 2022

	2023	2022
NET CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in Net Assets	$ 466,359	$ 1,351,798
Adjustments to Reconcile Change in Net Assets to Net Cash Flows From Operating Activities:		
Depreciation	14,828	12,333
Forgiveness of PPP Loan	-	(120,830)
Unrealized (Gain) Loss on Investments	(3,002)	(9,982)
(Increase)/Decrease In Assets:		
Contracts and Grants Receivable	(570,397)	(860,842)
Prepaid Expenses	1,605	(1,655)
Increase/(Decrease) In Liabilities:		
Accounts Payable & Accrued Expenses	104,351	6,806
Accrued Vacation	9,207	(5,238)
Deferred Revenue	432,764	(81,071)
Right of Use Asset/Operating Lease Liability	2,236	-
NET CASH FLOWS FROM OPERATING ACTIVITIES	457,951	291,319
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Fixed Assets	-	(2,495)
Purchase of Investments	(956)	(861)
NET CASH FLOWS FROM INVESTING ACTIVITIES	(956)	(3,356)
NET CASH FLOWS FROM FINANCING ACTIVITIES:		
NET INCREASE/(DECREASE) IN CASH	456,995	287,963
CASH AT BEGINNING OF YEAR	749,319	461,356
CASH AT END OF YEAR	$ 1,206,314	$ 749,319

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

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES:

A. Organization

East Bay Asian Youth Center (EBAYC, "the Organization"), is a California nonprofit public benefit corporation dedicated to inspiring young people to be life-long builders of a just and compassionate multi-cultural society. The organization works to build neighborhoods into places that foster the healthy development of young people by providing children, youth, and young adults a continuum of support, and engage families in making positive community change.

B. Basis of Accounting

EBAYC prepares its financial statements using the accrual basis of accounting. Revenue is recognized when earned and expenses are recognized when they are incurred.

C. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses as of the date and for the period presented. Actual results could differ from these estimates.

D. Income Taxes

EBAYC is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is exempt from California franchise taxes under Section 23701d of the Revenue and Taxation Code, though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Code. The Organization has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and to identify and evaluate other matters that may be considered tax positions. The Organization has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

E. Cash and Cash Equivalents

Cash and cash equivalents are defined as cash in banks and certificates of deposits used for operations.

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued):

F. Net Assets

EBAYC is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. Accordingly, all financial transactions have been recorded and reported by net asset class as follows:

Net assets without donor restrictions - these generally result from revenue generated by receiving unrestricted contributions, providing services, and receiving interest from investment less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions - these are gifts of cash and other assets received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or the purpose of the restriction is accomplished, net assets with donor restrictions are reclassified to net assets without restrictions and reported in the Statement of Activities as net assets released from restrictions.

G. Contributions and Pledges Receivable

Unconditional contributions, including pledges recorded at estimated net realizable value, are recognized as revenue when an individual, family or corporation commits to an amount to be paid in the future. EBAYC reports unconditional contributions as restricted support if they are received with donor stipulations that limit the use of the donated assets.

H. Property and Equipment

Property and equipment are recorded at cost if purchased or at fair value at the date of donation if donated. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets. Maintenance and repair costs are charged to expense as incurred. Property and equipment are capitalized if the cost of an asset is greater than or equal to five thousand dollars and the useful life is greater than one year.

I. Accounts Receivable

Accounts receivable are primarily from governmental agencies. EBAYC considers these receivables to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES - (Continued):

J. Investments

EBAYC values its investments at fair value. Unrealized gains or losses (including investments bought, sold and held during the year) are reflected in the Statement of Activities as gain (loss) on investments. Short-term, highly liquid money market deposits and certificates of deposit that are not used for operations are treated as investments.

K. Revenue Recognition

Contributions received are recorded as increases in Net Assets With Donor Restrictions or increases in Net Assets Without Donor Restrictions, depending on the existence and/or nature of any donor restrictions.

All donor-restricted contributions are reported as increases in Net Assets With Donor Restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), Net Assets With Donor Restrictions are reclassified to Net Assets Without Donor Restrictions and reported in the Statement of Activities as Net Assets Released From Restrictions.

EBAYC has reviewed the principles for recognizing contract revenue and the accounting guidance for contributions received and made under standards (ASU) 2014-09, Revenue from Contracts with Customers (Topic 606) and (ASU) 2018-08, Clarifiying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958); and found there to be no significant changes in the way the Organization recognizes revenue, and therefore no changes to previously issued audited statements have been required on a retrospective basis.

L. Donated Materials and Services

Contributions of donated non-cash assets are recorded at fair market value in the period received. Contributions of donated services that creates or enhance non-financial assets or that require specialized skills are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at fair market value in the period received.

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES - (Continued):

M. Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Functional Expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit. EBAYC uses program headcount to allocate indirect costs.

N. Advertising

The costs of advertising are expensed as incurred. During the years ended June 30, 2023 and 2022 no advertising costs were charged to expense.

NOTE 2 - CASH AND CASH EQUIVALENTS:

At June 30, 2023 and 2022, cash and cash equivalents consisted of:

	2023	2022
California Bank & Trust	$ 1,847	$ 2,861
City National Bank	685,055	506,756
First Republic Bank	19,418	19,418
Community Bank of the Bay	94,685	215,564
90 Day Certificate of Deposit	405,123	-
Petty Cash	186	4,720
Total	$ 1,206,314	$ 749,319

NOTE 3 - INVESTMENTS:

Accounting Standards generally accepted in the United States of America (GAAP) have established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under GAAP are described below:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Prices or valuation techniques that require inputs that are both significant to the fair value measurement and are unobservable (i.e. supported by little or no market activity).

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 3 - INVESTMENTS (Continued):

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value at June 30, 2023:

Investment Category	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash Investments	$ 5,632	$ 5,632	$ -	$ -
Equities	30,349	30,349	-	-
Mutual Funds	9,697	9,697	-	-
Total	$ 45,678	$ 45,678	$ -	$ -

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value at June 30, 2022:

Investment Category	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash Investments	$ 4,676	$ 4,676	$ -	$ -
Equities	28,758	28,758	-	-
Mutual Funds	8,286	8,286	-	-
Total	$ 41,720	$ 41,720	$ -	$ -

NOTE 4 - CONTRACTS AND GRANT RECEIVABLES:

At June 30, 2023 and 2022, contract and grants receivable consisted of:

	2023	2022
Government Grants	$ 2,040,350	$ 1,450,362
Foundation & Corporate Support	42,199	58,072
Other	6,200	9,918
Total	$ 2,088,749	$ 1,518,352

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 5 - PROPERTY AND EQUIPMENT:

Property and equipment as of June 30, 2023 and 2022 are summarized by major classification as follows:

	2023	2022
Building	$ 248,532	$ 248,532
Land	220,741	220,741
Equipment	74,795	74,795
Leasehold Improvements	128,183	128,183
	672,251	672,251
Accumulated Depreciation	(206,822)	(191,994)
Net Property and Equipment	$ 465,429	$ 480,257

Depreciation expense for the years ended June 30, 2023 and 2022 was $14,828 and $12,333, respectively.

NOTE 6 - PPP LOAN PAYABLE:

On April 20, 2020, the Organization received a loan from Live Oak Banking Company (the Lender) in the aggregate amount of $1,013,600, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act, which was enacted March 27, 2020.

The loan, which was in the form of a Note dated April 20, 2020 issued by the Lender, was to mature on April 20, 2022 and bears interest at a rate of 1% per annum. The note may be prepaid by the Organization at any time prior to maturity with no prepayment penalties. Funds from the loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, utilities, and interest on other debt obligations. Under the terms of the PPP, certain amounts of the loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

As of June 30, 2021, the Organization had spent and had earned a total of $892,770 from the PPP loan. The remaining balance of $120,830 was earned and the loan forgiven in full during the year ended June 30, 2022.

NOTE 7 - LINE OF CREDIT:

The Organization has a $300,000 line of credit with a bank, charged annual interest of 1% over the index. The line of credit matures on January 22, 2023. As of June 30, 2023 and 2022, the outstanding balance was $0.

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 8 - NET ASSETS WITH DONOR RESTRICTIONS:

At June 30, 2023 and 2022, net assets with donor restrictions, which are restricted for specified purposes, consisted of the following:

	2023	2022
Charley Kids Foundation	$ 5,389	$ 14,699
Asian Health Services	-	5,100
Crescent Porter	-	47,196
RMS/Music Program	6,482	9,067
Hellman Foundation	75,536	74,679
Red String Foundation	-	5,500
Jeremy Lin Foundation	50,000	-
Amalgamated	10,000	-
HUI Foundation	85,000	-
Siriwan	400,000	-
Tom Hui Foundation	75,400	-
Other	67,468	20,094
Total Net Assets with Donor Restrictions	$ 775,275	176,335

NOTE 9 - CONCENTRATION OF CREDIT RISK ARISING FROM CASH DEPOSITS IN EXCESS OF INSURED LIMITS:

The Organization maintains its cash balances in high-credit quality financial institutions. The balances at each financial institution are insured by the Federal Deposit Insurance Corporation up to $250,000. At times, balances in the Organization's cash accounts may exceed federally insured limits, however, the Organization has not experienced any losses in such accounts and believes they are not exposed to any significant credit risk on cash.

NOTE 10 - CONCENTRATION OF REVENUE:

The Organization receives a substantial amount of its support from federal, state, and county governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Organization's program and activities.

During the years ended June 30, 2023 and 2022, the Organization received 72% and 64%, respectively, of its support from two sources as follows:

	2023	2022
Oakland Unified School District	$ 3,544,360	$ 3,578,639
City of Oakland	1,984,915	1,800,448

East Bay Asian Youth Center
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 11 - LEASE COMMITMENTS:

With adoption of ASU No. 2016-02, EBAYC records its operating leases for real property with terms greater than twelve months on the Statement of Financial Position.

EBAYC elected the practical expedient to account for both non-lease and lease payments in its contracts, as a single lease component. For leases that commenced before the effective date of ASU 2016-02, EBAYC elected the permitted practical expedients to not reassess the following: (i) whether any expired or existing contracts contain leases; (ii) the lease classification for any expired or existing leases; and (iii) initial direct costs for any existing leases.

Right-of-use asset represents EBAYC's right to use an underlying asset during the lease term, and lease liability represents EBAYC's obligation to make lease payments arising from the lease. Right-of-use asset and liability are recognized at the commencement date, based on the net present value of the fixed lease payments over the lease term. EBAYC lease terms include options to extend or terminate the lease when it is reasonably certain that the options will be exercised. As most of EBAYC operating leases do not provide an implicit rate, EBAYC uses its incremental borrowing rate based on the information available at the commencement date in determining the present value of the lease payments. The remaining average lease term is 2.3 years and implicit interest rate is 3%.

The following is a schedule of the future minimum lease payments under these operating leases for the year ended June 30:

2024	$	47,003
2025		47,766
2026		27,748
Total Undiscounted Lease Commitments		122,517
Less: Imputed Interest		4,544
Total Lease Obligations	$	117,973

Rental expense incurred on operating leases in effect during the years ended June 30, 2023 and 2022, was $59,544 and $57,105, respectively.

NOTE 12 - LIQUIDITY AND AVAILABILITY OF RESOURCES:

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the balance sheet date.

Cash and Cash Equivalents	$ 1,206,314
Contracts and Grants Receivable	2,088,749
Investments	45,678
Total Financial Assets	3,340,741
Less those financial assets unavailable for general expenditures within one year due to:	
Cash Restricted by Donor for Specific Uses	(775,275)
Financial assets available within one year to meet cash needs for general expenditures	$ 2,565,466

EBAYC has $2,565,466 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures including cash of $1,206,314. The contracts and grants receivable are subject to implied time restrictions but are expected to be collected within one year.

EBAYC has a goal to maintain financial assets, which consist of cash and short-term investments, on hand to meet 60 days of normal operating expenses, which are, on average, approximately $1,100,000. EBAYC has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

In addition, as part of its liquidity management, EBAYC has a line of credit in the amount of $300,000. At June 30, 2023, the Organization had not drawn on the line of credit.

NOTE 13 - RETIREMENT PLAN:

The Organization has a defined contribution plan as established under Internal Revenue Code Section 403(b) (the Plan). All full-time employees are eligible for participation in the Plan and become 100% vested after five years. For each Plan year, the Organization will contribute 50% of any amounts contributed by participating employees. The maximum the Organization will contribute is an amount equal to 5% of the participating employees' total annual salary. Total contributions made by the Organization for the years ended June 30, 2023 and 2022, were $27,424 and $34,175, respectively.

NOTE 14 - SUBSEQUENT EVENTS:

Management of EBAYC has evaluated its subsequent events through January 18, 2024, the date the financial statements were available to be issued, to determine whether there were any disclosures necessary to keep the financial statements fom being misleading. Management found no subsequent events which were required to be disclosed.

SUPPLEMENTARY INFORMATION

East Bay Asian Youth Center
Schedule of Alameda County Awards
For the Year Ended June 30, 2023

County Grantor/Pass Through Grantor Program	Identification Number	Contract Period	Contract Amount	Contract Expenditures	Amount Received
Alameda County Health Care Agency					
Youth & Family Opportunity Initiative	OHYFO2	FY22/23	$ 118,525	$ 118,525	$ 94,172
Center for Healthy Schools & Communities - School Health Centers	OHSBH2	FY22/23	120,805	114,204	95,566
Alameda County Probation Department	STACPD	FY22/23	91,910	68,890	$ -
			$ 331,240	$ 301,619	$ 189,738

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
East Bay Asian Youth Center
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of East Bay Asian Youth Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 18, 2024.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants

Rancho Cordova, California
January 18, 2024

July 1, 2024

Oakland Unified School District
Procurement Department
Attn: Francisco Flores, Procurement Analyst
900 High Street, 2nd Floor

Re: RFP #24-148ExLO Letter of Reference

Dear Procurement Department:

I wholeheartedly endorse the East Bay Asian Youth Center's (EBAYC) application to be the Lead Agency for Expanded Learning Programs.

EBAYC is the Lead Agency for Oakland High School's Shop 55 Wellness Center since its inception in 2008. Shop 55 provides a one-stop services that include medical health, dental, mental health services, case management, youth internships and employment, youth development enrichment activities, and after-school academic support.

As the Lead Agency, EBAYC is responsible for coordinating services mentioned above, facilitating expanded learning programming, providing case management for vulnerable youth, and managing the day-to-day operation of Shop 55 Wellness Center. EBAYC coordinates and brings in over fifteen community organizations to provide critical resources and expertise to support student well-being and to promote equity and community spirit at Oakland High. Some of the organizations include Asian Health Services, Lincoln, BuildOn, Oakland Kist First, Beats Rhymes and Life, OUSD Wellness Initiative, OUSD TUPE, Summer Search, and more.

As the Expanded Learning Lead Agency at Oakland High School, EBAYC offers after-school tutoring, sports study hall, music studio enrichment, and youth employment. EBAYC also co-leads our Freshman Summer Bridge Program.

Not only does the EBAYC staff have a passion to support our students to be successful, they are equally professional and accountable to administrators, faculty, staff and students alike. Their collaborative spirit is evident in their involvement throughout our school, from facilitating COST team to co-chairing School Culture and Climate Committee.

Moreover, EBAYC co-authored Measure N that was passed by Oakland voters in 2014. Measure N raises about $12 million a year to fund the enhancement and expansion of college-going career pathways for all high school students in Oakland. At Oakland High, 97.8% (1,025) of the students enrolled in a pathway this past 2023-2024 school year.

As OUSD continues its efforts to materialize its full-service community school vision, I am proud to share Oakland High School is right on track. We are able to do so because of our strong partnership with EBAYC. Thus, without hesitation, I strongly recommend EBAYC to be a Lead Agency for OUSD schools' expanded learning programs.

Sincerely,

Pamela Moy
Principal of Oakland High School

Docusign Envelope ID: 7CF9BE74-023F-4126-9B31-F700DB16C52E

GARFIELD ELEMENTARY SCHOOL
1640 22nd Ave
Oakland CA 94606
Office number: 510-879-2118

July 1, 2024

Oakland Unified School District
Procurement Department
Attn: Francisco Flores, Procurement Analyst
900 High Street, 2nd Floor

Re: RFP #24-148ExLO Letter of Reference

Dear Procurement Department:

I am writing to express my enthusiastic support of the East Bay Asian Youth Center's (EBAYC)'s application to be the Lead Agency for Expanded Learning Programs. EBAYC is a steadfast and reliable partner of Garfield Elementary School for more than 25 years, supporting the school in serving the whole child toward academic excellence.

Among the many resources and expertise EBAYC brings to the Garfield Elementary School are expanded learning programming, parent leadership development, attendance promotion case management, and Garfield Family Resource Center coordination. EBAYC's unwavering commitment and deep knowledge of the student body and community is unquestionable throughout its partnership with Garfield Elementary School. Its dedicated staff is reflective of our student population; in fact, some are alums.

EBAYC's collaborative spirit is evident in its consistent responsiveness to the school's needs and priorities. For example, the EBAYC incorporated literacy enrichment in its expanded learning program in response to the school's priority to improve student literacy. EBAYC works closely with our administration team to improve school attendance and to engage families. In short, EBAYC is one of the critical pillars of our school community. Thus, without hesitation, I strongly recommend EBAYC to be a Lead Agency for OUSD schools' after school programs.

Sincerely,

DocuSigned by:
[illegible]

Alexandra Bradenburg
Principal of Garfield Elementary School

EASTBAY-11 RDEANDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Road Suite 300 Concord, CA 94520	CONTACT NAME: Vicky De La Torre PHONE (A/C, No, Ext): (415) 874-7117 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com
INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nonprofits' Insurance Alliance of California, Inc — 01184 INSURER B : Oak River Insurance Company — 34630 INSURER C : Scottsdale Indemnity Company — 15580 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Improper Sexual X Conduct: $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		2024-55188	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2024-55188	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 0			2024-55188-UMB	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EAWC522685	6/1/2024	6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers			EKI3524720	5/14/2024	5/14/2025	Ret: 0 Each Claim	1,000,000
C	Employment Practices			EKI3524720	5/14/2024	5/14/2025	Retention: $50,000	1,000,000

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

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA
Policy Number: 2024-55188 | Effective Dates: 06/01/2024 - 06/01/2025
Sexual Abuse or Molestation - $1,000,000 Each Claim / $2,000,000 Aggregate
Social Service Professional Coverage: $1,000,000 Each event/ $2,000,000 Aggregate

Oakland United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers are Additional Insured with regard to General Liability when required by written contract, per the attached endorsement CG2026 12/19.

CERTIFICATE HOLDER

Oakland United School District
Attn: Risk Management
1011 Union Street
Oakland, CA 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: EASTBAY-11 RDEANDA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services Inc.		East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
INSURER : Nonprofits' Insurance Alliance of California, Inc; NAIC # 01184; Professional Liability - Policy number: 2024-55188; Effective Date: 6/1/2024 / Expiration Date: 6/1/2025 / Limits: Aggregate: $2,000,000, Each event Limit: $1,000,000.

Oakland Unified School District, Supervisors, the individual members thereof, and all officers, agents, employees and volunteers are Additional Insured with regard to the General Liability policy, per the attached endorsement form NIAC-E61 02/19.

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

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

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

However:

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

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

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

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

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

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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2024-55188

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Oakland Unified School District

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or

b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.