



Board Office Use: Legislative File Info.	
File ID Number	23-1167
Introduction Date	5/24/23
Enactment Number	23-0979
Enactment Date	5/24/2023 os

Board Cover Memorandum

To Board of Education

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

Meeting Date May 24, 2023

Subject Summer Programming Addendum to Expanded Learning Programs
After School Program Master Contract 2022-2025 with Girls Inc. of
Alameda County

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

Background and Recommendation *On June 29, 2022, the District and Vendor entered into an Expanded Learning Programs After School Program Master Contract 2022-2025 for vendor to serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services for nine 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 school site where vendor will provide summer services for the summer of 2023 (Oakland International High School), as well as to increase the Master Contract not-to-exceed amount by \$140,484.00 to cover the cost of summer services as these locations.

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

Not-To-Exceed Amount \$10,346,896.00

Competitively Bid

Yes

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

In-Kind Contributions

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

Funding Source(s)

Resource 3226 – After School Education and Safety (ASES) Program in the amount of \$3,967,915.00; Resource 4124 – 21st Century Program in the amount of \$838,500.00; Resource 2600 – Expanded Learning Opportunities Program in the amount of \$5,400,000.00; Resource 3225 – Elementary and Secondary School Emergency Relief III Program in the amount of \$140,454.00

Attachment(s)

- Summer Programming Addendum No. 1 to Expanded Learning Programs After School Program Master Contract 2022-2025
- Summer Program Plans and Budgets
- Original Master Contract, Enactment No. 22-1290
- Request for Proposal 21-104ASP and Vendor Bid Materials

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

**SUMMER PROGRAMMING ADDENDUM
TO EXPANDED LEARNING PROGRAMS
AFTER SCHOOL PROGRAM MASTER CONTRACT 2022-2025
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND
_____ Girls Inc. of Alameda County _____**

ADDENDUM NO. 1 , FOR SUMMER 2023

This Addendum No. 1 , for Summer 2023 supplements the Master Contract 2022-2025 (Contract) between Oakland Unified School District (OUSD) and _____ Girls Inc. of Alameda County _____ (Contractor) entered into on June 29, 2022 (OUSD Enactment No. 22-1290). All terms in the aforementioned Contract remain unchanged, and Contractor remains obligated to provide all services described therein. The parties agree to supplement that Contract as follows:

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

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

Site Name	Date Range	No. Days	Hours of Operation	Grade Levels Served
Oakland International High	6/5/23 – 7/7/23	23	8:30 am – 2:30 pm	9-12

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
Oakland International High School	\$140,484.00
Total Award Amount	\$140,484.00

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR



 X President, Board of Education 5/25/2023
 Date



 Contractor Signature 4/25/2023
 Date

- Superintendent
- Chief or Deputy Chief

 Julayne Virgil, Chief Executive Officer
 Print Name, Title



5/25/2023

Secretary, Board of Education

Date

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

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

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

Please select:

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

EXHIBIT "A" SCOPE OF WORK

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

OUSD Expanded Learning Program Full Document - 2023

Section 1: Summer Program Snapshot							
Campus Site:	Oakland International High School	Summer Principal:	Thomas Felix	What model are you supporting?	Collaborative	Grades Served:	9-12
Lead Agency Name:	Girls Inc. of Alameda County	Site Coordinator:	Kourtney Andrada	Target Summer (ADA) Average Daily Attendance:	200	Student Start Date	6/5/2023
Official Summer Learning Name	Official Summer Learning Program Name					Student End Date	7/7/2023

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

Section 3: Summer Calendar and Daily Schedule	
	a. Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration) by May 17th.
	b. Please turn in a copy of your daily schedule detailing your full 9 hour program (Note: sites that are using the district led integrated model must include the morning academic program in the daily schedule you submit) by May 17th.
	* Please note that all programs will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), throughout the 9 hour day.
	* Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline

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

April 2023 to May 2023: Confirmation from School day Principals of spaces available for Summer Program
Confirmation from School day Principals that all youth in Summer School will be automatically enrolled in Summer Program Registration
May 25-June 5: Summer registration is confirmed based on final school day registration Families sign Family Handbook & Registration Summer school program begins on the 1st day of summer school, with enrollment at a minimum 75% capacity.

All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date. Summer registration is confirmed based on final school day registration Families sign Family Handbook & Registration Summer school program begins on the 1st day of summer school, with enrollment at a minimum 75% capacity.

The date of my parent orientation is:

TBD

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

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio for 1st - 8th; 1:10 for TK-K

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

Must pass fingerprint background clearance by DOJ and FBI

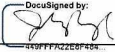
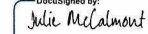
Must have TB clearance

Must have at least 2 years of college (48 semester units), or pass the Instructional Aide Exam administered by the Alameda County Office of Ed			
You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.			
Important Note: Summer program staff in integrated programs will be expected to attend 12 – 15 hours of OUSD summer line staff trainings.			
The Summer Site Coordinator and summer program staff should be hired no later than May 4th			
Site coordinator	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Jasmine Cabrera Teran	jcabrera@girlsinc-alameda.org	Oakland International High School	9-12th
Line Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Ajhanay Cooper	acooper@girlsinc-alameda.org	Oakland International High School	

Section 6: Facilities							
Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30.							
All summer facility requests must be completed by March 17th , through Facilitron . Rooms not reserved by the 17th, may not be available for summer programming.							
Indoors (specify room numbers and spaces name)			Outdoors				
Room Number & Name of Space	# of students	Hours to be used		Room Number & Name of Space	# of students	Hours to be used	
ASP Office		🕒 8-5		Courtyard	50	🕒 12-1	
For off-site programs, please add the address where the summer program will be held.							

Section 7: Distance Learning Addendum

<p>In the event schools must close for in-person instruction, describe how the program will adjust the curriculum to accommodate distance learning.</p>	<p>In the event that there was a school closes. The program will hold program activities synchronously and asynchronously. Curriculum content will be shifted to online learning via zoom. Summer fieldtrips will be adapted to Virtual tours with possible focus groups with event hosts that would allow youth to actively engage in learning.</p>
<p>Describe how the program will engage students virtually if in-person instruction is halted.</p>	<p>Summer Program staff will prepare summer kits that include materials needed to participate in summer activities and fieldtrips that the youth. Kit pick up would be made available at the school site for youth and families.</p>
<p>Does the agency have the capacity to enroll students online?</p>	<p>Yes, staff would enroll students to online activities via zoom.</p>
<p>How would the program recruit students with the shelter in place requirement?</p>	<p>Program staff will contact youth and caregivers via phone calls and text to recruit. Staff will collaborate for referrals with school day staff and admin to for youth I high need of summer activities, for focused recruitment efforts. Summer staff will also share summer information via Parent Square.</p>

<p>Signature of Summer Lead Agency Director</p>	<p>DocuSigned by:  <small>449FFA228F454...</small> 4/25/2023</p>
<p>Signature of Summer Hub Site Principal</p>	<p>DocuSigned by:  <small>393F68892CE0405...</small> 4/25/2023</p>

SUMMER 2023 BUDGET PLANNING SPREADSHEET

Site Name: Oakland International High School Site #: 353 Lead Agency: Girls Inc. of Alameda County # Of Summer Students: 200 # Of Summer Program Days: 23 Total Summer Funds: 140484.0	Summer Funds for Lead Agency	Lead Agency In-Kind Contributions
TOTAL CONTRACTED FUNDS	140484.0	0.00
BOOKS AND SUPPLIES		
4310 Supplies (can be purchased by lead agency for summer	4,146.00	
4310 Curriculum		
5829 Field Trips (fees, supplies)	14,100.00	
Bus tickets for students		
Rental bus for field trips	42,379.20	
Snacks	3,000.00	
Incentives		
Family Night Supplies		
TOTAL BOOKS AND SUPPLIES	63,625.20	0.00
CONTRACTED SERVICES		
5825 Site Coordinator (TBD)	10,833.00	
5825 Academic Instructors (4 X 20 hrs/wk X \$20)	17,915.00	
5825 Program Manager	13,002.00	
5825		
5825 Assistant Coordinator	5,162.00	
5825 Professional Development		
Subcontractors (TBD)	16,100.00	
5825 Employee benefits	8,444.16	
Total Services	71,456.16	0.00
IN-KIND DIRECT SERVICES		

Total value of in-kind direct services		0.00	0.00
SUBTOTALS			
Subtotals DIRECT SERVICE		135,081.36	0.00
Allowable lead agency admin costs (at 4% of contracted		5,402.64	
TOTALS			
Total BUDGETED		140,484.00	
BALANCE remaining to allocate		0.00	

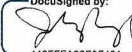
Required Signatures for Budget Approval:

Principal:

DocuSigned by:
Julie McAlmont
393F86692CE0405...

4/25/2023

Lead Agency:

DocuSigned by:

449FFFA22E8F484...

4/25/2023



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Board Cover Memorandum

To Board of Education

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

Meeting Date June 29, 2022

Subject Expanded Learning Programs After School Program Master Contract 2022-2025 with Girls Inc. of Alameda County

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

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

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

Not-To-Exceed Amount \$10,206,415

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

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

Funding Source(s) *Resource 6010 – After School Education and Safety (ASES) Program in the amount of \$3,967,915.00; Resource 4124 – 21st Century Program in the amount of \$838,500.00; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$5,400,000.00*

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 programs and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office. The school Principals and their teams have selected this agency from a list of approved lead agency partners.

Attachment(s)

- Expanded Learning Programs After School Program Master Contract 2022-2025 with Girls Inc. of Alameda County
- Request for Proposal 21-104ASP and Vendor Bid Materials

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

Girls Inc. of Alameda County

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

- 5.2. **Termination for cause by OUSD.** In addition, OUSD may terminate this MOU or any Scope of Work entered for cause should AGENCY fail to perform any part of this MOU. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the BOARD, in which case this Agreement would terminate upon ratification of the termination by the BOARD or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost for the services through the end of the Term identified in Section 3.
- 5.3. In the event of termination or suspension, AGENCY must, upon request, follow all transition protocols and actively participate in the transition process, attend all transition meetings, promptly turn in all keys and key fobs, transfer custody of all records, and inventory of all after-school supplies.
- 5.4. **Suspension.** If OUSD, at its sole discretion, develops health and/or safety concerns related to the AGENCY's provision of services, then the CSSS Executive Director may, upon approval by OUSD legal counsel, issue a notice to AGENCY to suspend the Agreement or Scope of Work, in which case AGENCY shall stop providing services under the Agreement until further notice from OUSD. OUSD shall compensate AGENCY for services satisfactorily provided through the date of suspension. During the period of suspension, OUSD may procure services from another agency.
- 5.5. **No Premature Termination by AGENCY.** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change. In the event AGENCY ceases to provide required services prior to the end of the MOU term, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost through the end of the Term identified in Section 4. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
6. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES, and 21st CCLC, and ELO-P grant award amount for the school sites listed above, funding projection is based on three year grant totals for each school site identified in Exhibit A. The three year not-to-exceed amount for this MOU is \$ 10,206,415.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 6.1. **Total Compensation.** Subject to the provisions of 6.2 Positive Attendance and the provisions of 6.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Funding will be contingent on CDE grant allocations. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and training and in continuous quality improvement efforts.
- 6.2. **Positive Attendance.** Payment for services rendered related to the ASES, 21st CCLC, ASSETS, and ELO-P grants shall be based on actual student attendance rates (\$10.18 a day per student through ASES, 21st CCLC, ASSETS and ELO-P.), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.18

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

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

6.7. Program Fees. The intent of the ASES, 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 who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Any site receiving 21st Century Community Learning Center (CCLC) and ASSETS must report all fees collected (i.e.- registration fees, family fees, application fees, etc.) to OUSD After-School Program Office for CDE reporting.

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

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

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

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

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

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

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

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

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

7.2.**Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASES and 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.

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

7.4.**Program Requirements**

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

7.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2022–2023 through the 2024-2025 school years. AGENCY will close the ASES, 21st CCLC and ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2022-2023 through the 2024-2025 school years for staff professional development, as permitted by Education Code. Programs that receive 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.

7.4.3. **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.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and

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

- **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at all schools site receiving Equitable Access funding to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 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.

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

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

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

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

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

7.4.3.1.5. Provide annual training to AGENCY.

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

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

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

7.4.3.2.3. Ensure meal count is accurate;

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

- Staff Qualifications

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

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

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

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

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

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

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

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

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

- Community organizations and public agencies

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

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

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

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

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

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

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

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

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

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

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

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

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

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

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

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

8.3.7. **Supervision**

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

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

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

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

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

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

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

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

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

8.3.10. Vendor is licensed to provide all proposed activities.

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

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

8.4.1. Definition of High-Risk Activities

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

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

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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

8.5.3. Swimming Activities

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

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

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

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

- 8.6.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the OUSD Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver, on a form to be provided by the OUSD to AGENCY prior to the beginning of each school year, executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
 - 8.6.2. Should AGENCY fail to provide an original, properly completed, signed, and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers, and agents from all claims and actions resulting therefrom.
 - 8.7. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).
9. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASES, 21st CCLC, ASSETS, & ELO-P grant funds contracted to AGENCY by OUSD for the fiscal year 2021-2022. AGENCY will function as a sub-recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub-recipient guidelines for the federal 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. 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 2022-2025 not to exceed the amount identified in Section 6, and in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 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. OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

11. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES, 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 2022-2023 through the 2024-2025 fiscal years to reflect additional changes resulting from such legislation.

13. Conduct of Consultant

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

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

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

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

- 13.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48-semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on-site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching, and preparation time to enable staff and agent performance to meet the goals of the ASES/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 F is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of a change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 13.4. **Drug-Free / Smoke-Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees, and or subcontractors.
- 13.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

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

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

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

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

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

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

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

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

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

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

OUSD

Name: Martha Pena
Site/Dept: 922/Community Schools & Student Services
Address: 1000 Broadway, Suite 150
City, ST Zip: Oakland, CA 94607
Phone: 510-879-2457
Email: martha.pena@ousd.ogr

AGENCY

Name: Julayne Virgil
Title: Chief Executive Officer
Address: 510 16th Street
City, ST Zip: Oakland, CA 94612
Phone: 510-357-5515
Email: jvirgil@girlsinc-alameda.org

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

850 1/4 6/30/2022

- President, Board of Education Date
 State Administrator
 Superintendent

J. H. ... 6/30/2022
Secretary,
Board of Education Date

DocuSigned by:
Andrea Bustamante 5/31/2022
Executive Director Date
Community Schools and Student Services Dept.

DocuSigned by:
Sandra Aguilera 5/31/2022
Chief Academic Officer Date
Continuous School Improvement

AGENCY

DocuSigned by:
Julayne Virgil 5/31/2022
Agency Signature Date

Julayne Virgil, Chief Executive Officer
Print Name, Title

Attachments:

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

Legislative File ID: 22-1490

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

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

After-School Sites:

School Site Name:	Projected After-School Enrollment Numbers:	Projected Three Year Grant:
Acorn Woodland Elementary	123	\$1,057,836.39
Allendale Elementary	123	\$1,057,836.39
Bella Vista Elementary	123	\$1,057,836.39
Bridges Academy	123	\$1,057,836.39
Burckhalter Elementary	123	\$1,057,836.39
Horace Mann Elementary	123	\$1,057,836.39
La Escuelita Elementary	150	\$1,210,448.52
Oakland International High	178	\$1,438,500.00
West Oakland Middle	150	\$1,210,448.52
	Total:	\$10,206,415.38

Exhibit B

Blank Template of PPT and Budget Tool

INSERT HERE



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

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2022-2023

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

@

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

SECTION 2: PROGRAM OPERATIONS	
Average Daily Attendance, Program Dates, Minimum Days & Enrollment	
<p>To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year. Programs must begin to operate on the first day of school and run until the last day of school.</p>	
Projected daily attendance for 2022-2023 school year program.	
Program Operations for the 2022-2023 school year. First Day: August 8, 2022 Last Day: May 25, 2023	
UPDATED ED CODE:	Per CDE Education Code Section 8483.7(c) allows programs to closed 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 agenda 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 2022).	
1st: <input style="width: 100%;" type="text"/>	2nd: <input style="width: 100%;" type="text"/>
3rd: <input style="width: 100%;" type="text"/>	
<p>Minimum Days. When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. There is an expectation already established for the 36 weekly minimum days, however, if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.</p>	
Projected Number of Minimum Days for School Year 2022-2023: <input style="width: 100%;" type="text"/>	
Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, the school-site should help identify additional funds to support these additional hours of programs?	

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

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

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

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

Instructions:

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

Please check the box below after completing the above instructions

Enrollment Timeline has been uploaded to the Program Plan folder

Important dates to include in your timeline

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

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

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

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

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

SECTION 3b: GOLDEN TICKET
<p>Who can receive the Golden Ticket?</p> <p>Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a <i>Golden Ticket</i>. Transitional students are by definition:</p> <ul style="list-style-type: none"> - 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.) <ul style="list-style-type: none"> - 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

SECTION 4: PROGRAM COMPONENTS (The descriptions below should reflect site's specific needs)	
<p>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 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]) <u>The description below should reflect site-specific needs.</u></p>	
<input type="checkbox"/> I am aware of and will implement the required educational component listed above.	
<p>Educational and Literacy Component that includes tutoring/homework assistance in the core subject (language arts, math, history/social science etc) Make sure to include how you will integrate SIPPS (k-5) and/or Reading with Relevance (6-12).</p>	<p>Describe how the after-school program will provide the educational & literacy component.</p>

Respond Below:

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

Respond Below:

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

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

Respond Below:

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

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

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

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

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

Respond Below:

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

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

Respond Below:

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

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

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

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

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

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

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

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

[OUSD Student Learning Goals:](#)

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

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

Respond Below:

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

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

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

POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

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

Resources:

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

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

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

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

TRUTH

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

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

Respond Below:

HOPE

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

Respond Below:

CHANGE

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

Respond Below:

CURIOSITY

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

Respond Below:

CELEBRATE

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

Respond Below:

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

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

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

ELO-Program Elements:

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

Expanded Learning Priorities

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

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

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

- Expanded Learning Provider
 OUSD School Staff
 Early Childhood Staff

Program Information:

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

Expanded Learning Program Hours: _____ Start Time: _____
 End Time: _____

List Activities Below:

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

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

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

- Expanded Learning Provider
 OUSD School Staff

Program Information:

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

List Activities Below:

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

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

Total ELO-P Funding	
\$0.00	TK-K Expanded Learning Programs
\$0.00	Access to Expanded Learning Programs for ALL
\$0.00	Total Services

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

SECTION 7: Facilities

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

(b) Lead Agency Director, will go into Facilitron website to complete facilities usage requests no later than May 15, 2022. Visit 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.

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

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

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

SECTION 8a: PROGRAM FEES

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

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

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

SECTION 8b: PROGRAM FEES (Continued)

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

Describe how all fees collected will be used for expanded learning programming.

Describe how fees will be communicated to school leaders/school community.

Instructions:

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

Please check the box below after completing the above instructions

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

OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements 2022–2023

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

Expanded Learning Safety and Emergency Planning

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

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

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

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

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

Yes
No

Facility Keys

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

Yes No

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

Culture Keeper Staffing

Check One:

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

2022-23 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

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

	Total value of in-kind direct services																0.00	0.00

LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			0.00		0.00		0.00		0.00		0.00						0.00
--	---	--	--	------	--	------	--	------	--	------	--	------	--	--	--	--	--	------

SUBTOTALS

	Subtotals DIRECT SERVICE	####	0.00	500.00	###	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	0.00			0.00

	Total budgeted per column		0.00	500.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total BUDGETED	####	500.00		###	0.00		##	0.00		##	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	BALANCE remaining to allocate		-500.00			0.00			0.00			0.00						
	TOTAL GRANT AWARD/ALLOCATION TO SITE		0.00			0.00			0.00			0.00						

ASES MATCH REQUIREMENT:		
ASES requires a 3:1 match for every grant award dollar awarded.		
Total Match amount required for this grant:		0.00
Required amount toward 20% of the match requirement:		0.00
Remaining match amount required:		0.00
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:		0.00
Total Match amount left to meet:		0.00

Required Signatures for Budget Approval																	
Principal:							Date:										
Agency:							Date:										

Exhibit C (1)



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

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

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

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

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

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 to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers on extended contracts is \$38.50/hr.**
- ◆ Once the Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.
- ◆ Timesheets should be submitted to the After School Programs Office no later than the last working day of any month for payment at the end of the following month.

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

Exhibit C (3)



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

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

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

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

Client#: 428018

GIRLSINC2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/06/2021

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

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

PRODUCER: Marsh & McLennan Agency LLC
CONTACT NAME: Felicia McAroy
PHONE: 925 482-9337
FAX: 925 482-9390
E-MAIL ADDRESS: felicia.mcaroy@marshmma.com
INSURER(S) AFFORDING COVERAGE: Citizens Insurance Company of America, Hanover Insurance Company, Everest Premier Insurance Company

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is included as Additional Insured (General Liability), per the attached.

CERTIFICATE HOLDER: Oakland Unified School District
Attention: Risk Management
1000 Broadway, Suite 440
Oakland, CA 94607-0000
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.

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INSURED: Girls Inc of Alameda County

POLICY #: ZBFD96424402

POLICY PERIOD: 07/01/2021

TO 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

INSURED: Girls Inc of Alameda County

POLICY #: ZBFD96424402

POLICY PERIOD: 07/01/2021

TO 07/01/2022

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

INSURED: Girls Inc of Alameda County

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b. Excess Insurance

- (1) This insurance is excess over 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 insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional 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 LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) 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.

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. Method Of Sharing

If all of the other insurance 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 of the other insurance 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

- 3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

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

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b.** The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

INSURED: Girls Inc of Alameda County

POLICY #: ZBFD96424402

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- a. worked on; or
 - b. used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph **3.a.** is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Exhibit E

Statement of Qualifications

INSERT HERE

girls inc.

of Alameda County



PURPOSE

Connect girls from underserved neighborhoods with access to the resources and opportunities they need to navigate gender, economic, and racial barriers, and realize their potential.

THE NEED

- 20%** of girls in Oakland will not graduate from high school
- 60%** of girls in Oakland reported being affected by stress and anxiety with shelter in place and teaching going online
- 4** National research shows one impact of COVID as putting students 4 months behind in reading

WHO WE IMPACT

- 6,000** girls, families & community members
- 96%** identify as girls of color
- 96%** eligible for free and reduced price meals

OUR PRIORITIES



Strong

- Nutrition
- Sports & Fitness
- Reproductive Health



Smart

- Literacy
- STEM Programs
- College & Career Access



Bold

- Leadership Development
- Positive Risk-Taking
- Advocacy

OUR IMPACT



78% of our girls **increased** interest in STEM



84% of 1st-3rd graders **improved reading skills**, despite distance learning



100% of Girls Inc. seniors are accepted to post-secondary education



"The program had a domino effect in my life— one good thing led to another. Being involved in Girls Inc. in middle school connected me to a great high school scholarship program. Both of these positive influences worked together to help me pursue higher education. Girls Inc. taught me how to be strong, smart, and bold and now I am helping others do the same."

GIRLS INC. PARTICIPANT

SERVING MORE THAN 70 SCHOOLS

We provide life-changing programs in our downtown Oakland Center, and in schools and satellite centers throughout Alameda County.

We work with girls on the average:

634 hours / year	Elementary School girls
480 hours / year	Middle School girls
219 hours / year	High School girls

- Our Program Sites**
- Acorn Woodland Elementary School
 - Allendale Elementary School
 - Bridges Academy
 - Burckhalter Elementary School
 - California State University, East Bay (summer programs)
 - Concordia Park
 - Elmhurst United Middle School
 - EnCompass Academy
 - Girls Inc. Simpson Center for Girls
 - Horace Mann Elementary School
 - International Community School
 - La Escuelita School
 - Life Academy
 - Parker Elementary School
 - Think College Now
 - West Oakland Middle School

GET INVOLVED

Volunteer

Mentors, tutors, internship hosts...and more!

Individuals and groups needed to support girls all year round. Visit girlsinc-alameda.org/get-involved/volunteer for more information.

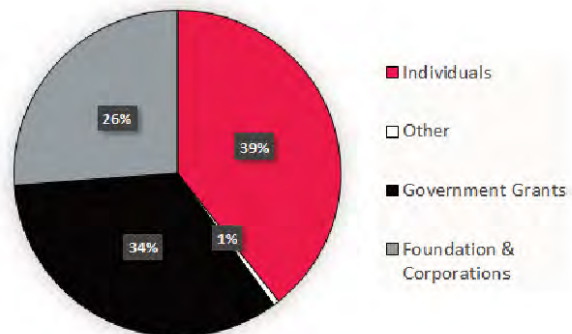
Invest

With your investment, our girls:

- Learn to read
- Discover STEM
- Find their voice
- Prepare for college

Working together, we transform lives. All gifts needed and appreciated. Invest today at girlsinc-alameda.org/invest.

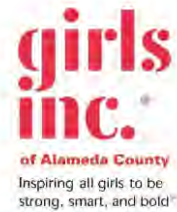
Funding Model 2020 - 21



Total = \$7.045 M

510 16th Street Oakland, CA 94612 T 510.357.5515 F 510.318.5399 girlsinc-alameda.org

Girls Inc. of Alameda County, Inspiring All Girls to be Strong, Smart, and Bold since 1958



March 22nd, 2022

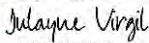
Oakland Unified School District
Community Schools & Student Services
1000 Broadway, Suite 150
Oakland, CA 94607

To Whom It May Concern,

This letter confirms that Girls Inc. of Alameda County requires that all school-based staff classified as employees, volunteers, and agents working in OUSD after school programs will have fingerprint clearance through the Department of Justice and FBI, copies of their official or unofficial transcripts, and proof of TB test within the last 4 years before they begin working on OUSD school sites. Employees will fully comply with the confirmation letter's CA child abuse mandated reporting process. The MOU also states that agencies must show proof if/when asked.

Please do not hesitate to contact me should you have any questions.

Best regards,

DocuSigned by:

4491F1A22E8F484...

Julayne Virgil
Chief Executive Officer
jvirgil@girlsinc-alameda.org
510-537-5515 ext. 224

EXHIBIT F

Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

-
- President, Board of Education
 - Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-104ASP

EXPANDED LEARNING FOR AFTER SCHOOL PROGRAMS

* Submit proposals and all questions/inquiries to:

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Martha Pena
1000 Broadway, Suite 150
OAKLAND, CA 94607

** Organizations will need to Pre-Register with the OUSD Expanded Learning Office to receive access to an assigned Google Folder for submission. **

email: martha.pena@ousd.org

phone: (510) 879-2457

Proposals Due:
6/30/2021 at 2:00 PM

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Expanded Learning Lead Agency Request for Qualifications

EXPANDED LEARNING OFFICE

WWW.OUSD.ORG

OUSD RFQ Application Submission Instructions and Deadline

All applications must be completed, submitted electronically, and received by June 30, 2021 by 5:00 pm (PST)*:

1. Organizations will need to [Pre-Register with the OUSD Expanded Learning Office](#) to receive access to an assigned Google Folder.
2. The complete RFQ application, the signature pages and required supporting documentation in Appendix III must be uploaded into their assigned Google Folder.**
3. All uploaded files must be converted to a PDF format and made accessible to OUSD. Any files missing could result in a disqualification from the current RFQ process.

** Applications submitted after 5:00 pm (PST) on June 30, 2021 will not be considered.*

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



Request for Qualifications RFQ - 2021

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This RFQ document and additional materials referenced within can be accessed at the OUSD website: www.ousd.org/afterschool. Select the “2021 Lead Agency Request for Qualifications” link under “Afterschool Programs.” Any updates on the RFQ process will be posted here and you may sign up for our mailing list, so applicants are encouraged to visit the webpage.



B. Schedule

Event	Date	Info
RFR Process 2021 Announced	May 4, 2021	Save-the-Date
RFQ Digital Application Released	May 25, 2021	
RFQ Bidders' Conference (Virtual) RFQ Office Hours	Session 1: June 2, 2021 @ 10am Session 2: June 2, 2021 @ 4pm	Register using link below: <ul style="list-style-type: none"> ■ Session 1: 10:00 am – 11:30 am ■ Session 2: 4:00 pm – 5:30 pm
RFQ 101 for New Organizations	June 9, 2021, @ 4:00 pm	<ul style="list-style-type: none"> ■ Session Registration Link
Google Folder Registration	June 15, 2021	<ul style="list-style-type: none"> ■ Google Folder Registration
RFQ Submission Dates	June 30, 2021 by 5:00 pm (PST)	Digital application date/time stamped
Lead Agency Status Notifications	Aug 20, 2021	
Deadline to Appeal Decision	Aug 27, 2021	
Status Notification Publicized	September 3, 2021	
School Site/Lead Agency Matching Process	Sept 3 - Dec 1, 2021 (tentative)	
OUSD MOU Approval Season	May/June 2022	
Lead Agency Service Contract	July 1, 2022 - June 30, 2025	



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

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

C. Required Supporting Documentation

To support RFQ responses and verify organizational qualifications, the following documentation is required. The *Application Questions* in Appendix II will directly reference these documents and ask for an elaboration of the information these documents provide. These documents do not count towards the 10-page limit for the RFQ application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

- 1) One (1) sample Expanded Learning Program weekly schedule -
Please list all activities with a short description of each activity
- 2) Program budget pertaining to the program schedule (see Application Question 2 in Appendix II for details)
- 3) Profit and loss statement and/or Copy of 2020 990 Tax Form
- 4) Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)
- 5) Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)



- 6) Copy of organization's 501(c)(3) letter
- 7) Bank Statements to show proof of operating cash reserves (see Application Question 2 in Appendix II for details)
- 8) Job description for Site Coordinator and Program Instructor
- 9) Copy of IRS Letter Certifying Tax Exempt Status
- 10) Proof of "Active" status with the office of the California Secretary of State
- 11) Board Roster and Minutes – Include the current board roster indicating officers and affiliations as well as Minutes from the 2020-2021 school year.
- 12) Signed Letter of Agreement (see Section N)
- 13) Most recent audited financial statements within 2 years and summary of the audit findings
- 14) Letters of Reference (maximum of 2)
- 15) Documents demonstrating fulfillment of minimum qualifications (see Section M)
- 16) Certificate of current insurance



D. Introduction and Overview

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

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

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

Term of the List of Qualified Agencies

This Request for Qualifications (RFQ) 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. Supplemental school programs will be chosen by the district. Yearly



program plans are created through a partnership between the Lead Agency and school site administrators to ensure both parties are meeting overall program expectations.

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

Overview of OUSD Expanded Learning Programs

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

When programming is conducted in-person, over 8,000 students across 73 schools participate in OUSD expanded learning programs that operate Monday - Friday until 6:00 pm. Students who participate in expanded learning programs every day receive an additional 540 hours of learning by the end of the school year, equivalent to 90 additional days of school. In these valuable after-school hours, students engage in youth development activities that foster their physical health, social-emotional learning/well-being, and support their academic achievement in school. In order to meet these goals, the quality and success of the District's expanded learning programs is critical.

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

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

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

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



community for student achievement and well-being. Below are examples of the mix of after-school activities offered in OUSD Expanded Learning Programs.

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

CATEGORY	ACTIVITIES
Academic Support	Academic Enrichment Learning, Tutoring, Expanded Library Services, Supplementary Education Services, Homework Support, Credit Recovery, Reading & Literacy, Math, Science
Recreation/ Physical Activity	Cooperative Games, Dance, Martial Arts, Yoga, Intramural Sports, Sports Leagues, Mindfulness
Enrichment	Arts and Cultural Activities, Health and Nutrition Education, Substance Abuse & Drug Prevention, Violence Prevention, Counseling & Character Education
College and 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

E. Funding

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

- After-School Education & Safety (ASES) for elementary, middle, and K-8 schools are state funds. ASES grants are three-year renewable funding sources.
- 21st Century Community Learning Center (21st CCLC) grants for elementary,



middle, and K-8 schools are federal funds. 21st CCLC grants are awarded based on a highly competitive application process, and last for five years.

- 21st Century After-School Safety and Enrichment for Teens (ASSETS) grants for high schools are federal funds. 21st Century ASSETS grants are awarded based on a highly competitive application process, and last for five years.

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.

In addition to state grants, the City of Oakland's Oakland for Children and Youth have a long partnership with OUSD to support expanded learning programs. OUSD is looking for Lead Agencies that can competitively apply for OFCY's comprehensive after-school strategy. OFCY funding is awarded on a three-year grant cycle; therefore, schools and lead agencies are required to develop long-term partnerships that last over the course of the three-year OFCY grant cycle. 2021-2022 school year will be the third and final year of the OFCY grant cycle from 2018. As such, Lead Agencies will be able to apply for 2022 - 2025 OFCY funding. OFCY RFP is anticipated to be released in winter 2021 for programming starting in the 2022 school year.

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. ASES and 21st Century grant dollars are currently awarded at a rate of:

- ASES: \$8.88/student/day for K-8 students
- 21st Century: \$7.50/student/day for K-8 students
- 21st Century ASSETS: \$10/student/day for high school students

Other considerations for the allocations of funds

- Distance/Remote/Hybrid Programming:
 - During a state or national emergency CDE could expand learning programs to have the flexibility to provide adaptive services that best meet the needs of our students and communities and are required by OUSD, Region 4 ACOE and CDE.
- Other considerations for the allocations of funds are that:
 - OUSD elementary and middle school ASES grants can only be used to provide expanded learning programming daily (180 days) immediately after the school



- day and facilitate programming for at least 15 hours a week until at least 6:00 pm.
- OUSD High School ASSETS base grants can be used to operate programs before school, after school, weekends and during summer/intersession in accordance with grant guidelines.
 - Some sites may also receive 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.

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

F. OUSD Expanded Learning / Program Operation

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

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

Below is an outline of operational requirements.

Please note that the below list of compliance requirements is not exhaustive. Lead Agencies are expected to know and comply with these and other district and state and federal requirements not listed here, including but not limited to state and federal laws and



requirements outlined in applicable OUSD Board policies and the Memorandum of Understanding (“MOU”) with OUSD which all Lead Agencies selected to serve a school site must sign and have approved by OUSD’s Governing Board. A sample MOU is attached as Appendix III. Please note this MOU is subject to change depending on District needs. Applicants are encouraged to review it for more program requirement specifics.

G. Base-line Expanded Learning Program Requirements

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

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

An expanded learning program must include the following:

- To satisfy **ASES Funding**:
 - Educational and literacy component to provide tutoring and/or homework assistance,
 - Educational enrichment component and,
 - Daily physical activity/recreation component and
- To satisfy **21st CCLC E/M**:
 - Educational and literacy component to provide tutoring and/or homework assistance,
 - Educational enrichment component,
 - Physical activity/recreation component, and
- To satisfy **ASSETs**:
 - Educational and literacy component to provide tutoring and/or homework assistance,
 - Educational enrichment component,
 - Physical activity/recreation component, and

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



Required Program Hours

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

H. Staffing

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

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

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

I. Enrollment, Attendance and Evaluation Documentation

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



- a. Enrollment: Approved Lead Agencies must be familiar with CDE guidelines of ASES, 21st CCLC, 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. Attendance: Approved Lead Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with the Expanded Learning Office and CDE. All attendance documentation shall be closely monitored, and managed for accuracy by the Site Coordinator and/or occasional audit request by the district and CDE. This includes accurate completion and daily maintenance of student sign in/out sheets, weekly inputting of attendance data into the OUSD online system, and monthly submission of scanned electronic attendance records to OUSD ExLO. Lead Agencies are also responsible for conducting internal audits of attendance records to ensure that program sites maintain accurate, verifiable data on student attendance. All program records must be maintained for five years for auditing purposes.

J. Contract and Payments

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

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

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



Board of Education for approval, at the beginning of each school year.

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

K. Guidelines for Charging Fees

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

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

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

L. RFQ Process

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



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

Organizations completing this 2021 RFQ process will be assessed and scored into one of the following three categories:

- 1) **Highly Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *all* Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. This *highly recommended* status will be valid for up to 3 years, depending on the organization's successful results in OUSD's annual Lead Agency evaluation process.
- 2) **Conditionally Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *most, though not all*, of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *conditionally recommended* status will be provided with specific feedback from the RFQ Review Team on areas of responsibility where the organization has not adequately demonstrated effective capacity. This *conditionally recommended* status will be valid for up to one year. Within that year, the community organization will be asked to provide the OUSD EXLO with additional evidence of its ability to fulfill all Lead Agency responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFQ Review Team. At the end of this first conditional year, the community partner will be re-assessed by the OUSD EXLO team and re-categorized as *highly recommended*, *conditionally recommended*, or *not recommended*. Re-assessment will include results of the annual Lead Agency evaluation process, if the organization is currently serving as a Lead Agency.
- 3) **Not Recommended:** Community organization has not adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill most of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *not recommended* status will not be included in the list of qualified community organizations that will be shared with Principals and stakeholders. An organization receiving this *not recommended* status may submit another Lead Agency RFQ at a future date when the OUSD ASPO opens up a new RFQ cycle, if the organization has made significant improvements in strengthening its capacity to serve in the Lead Agency role. Organizations can appeal by following the instructions in the appeals process described in Appendix V.

OUSD will notify an agency of its determination by August 22, 2021 via email. If OUSD determines that an agency is Not Recommended, the agency shall have the opportunity to contest that determination. Additional details regarding this process are contained in Section L.

The school site administrator may choose a new Lead Agency, or may choose to continue to work with the same Lead Agency on an annual basis; subject to the District's annual availability of funds, satisfactory contractor performance with respect to meeting targeted attendance goals,



the contractor's ability to provide a quality program that supports school and district objectives, community partner evaluation criteria set forth by the District, and/or any other factors relevant to the school site. Beginning in 2021, OUSD will implement a new annual evaluation process to assess each community partner's effectiveness in fulfilling Lead Agency responsibilities.

M. Minimum Qualifications

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

Lead Agency: Elementary School

Lead Agency: Middle School (including K-8)

Lead Agency: High School

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

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

- Providing program services to the students in the service category (ies) being applied for. Specifically, evidence of a positive track record of the capacity to effectively coordinate the entirety of a school's afterschool and/or extended learning year-long program as well as successful collaboration with the school site administrator, faculty and staff.
- Agency administrative capacity to comply with compliance and fiscal policies of the OUSD and CDE, including: agency administration manual; fiscal and personnel policies; attendance records; cost allocation plans, etc.
- Hiring, retention, and provision of professional development of appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.
- Capacity to effectively engage a large number of diverse students on an ongoing basis who



demonstrate the desire and enthusiasm to participate in the program at a very high and consistent rate. Additionally, the agency can illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.

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

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

N. Application Submission Contents

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

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

- 1) **Proposal Cover Sheet** (see Appendix I for sample, a copy will also be included in the RFQ [Google Folder](#) once an organization registers)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should state that the proposing agency is willing and able to perform the commitments contained in the application.
- 3) **Written Responses to Application Questions** (no more than 10 double-spaced pages in response to the four (4) titled sections that appear in Appendix II [Application Questions](#)), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Boilerplate Checklist:** "Expanded Learning Program and Services Agreement"
- Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFQ (Appendix IV, version for Fiscal Year 21-22),



and that your firm is willing to comply with OUSD contracting requirements.

- 6) **Sample Program Schedule and Summary:** Based on the sample program budget in question (2), please provide a sample program schedule along with a short description of each activity. No more than (2) pages.

O. Application Submission Details

Applications must be received by, **June, 30, 2021**

All applications will be submitted electronically:

- Organizations will need to [Pre-Register with the Expanded Learning Office](#) and receive access to a Google Folder.
- The complete RFQ application as well as signature pages and required supporting documentation will need to be uploaded into their assigned Google Folder.

*** Applications submitted after 5:00 pm on June 30, 2021 will not be considered.*

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

FORMAT

All submissions must be on the RFQ Application Form, typed using an easy to read 12-point font such as Arial or Times New Roman and one inch margins. All submissions must be double-spaced. All submissions must answer all four (4) titled sections below in no more than 10 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)



P. Evaluation and Selection

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

Applications demonstrating the capacity to meet minimum requirements will have their qualifications evaluated and scored by an RFQ Review Team made up of individuals with expertise in the relevant subject matter for which the application is submitted.

Evaluation Rubric

Performance Area	Expectations for Highly Recommended Lead Agencies
<p>Organizational Capacity and District Alignment (25 Points)</p>	<ul style="list-style-type: none"> ● Agency has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students. ● Agency can clearly articulate how expanded learning partnership with Oakland schools makes sense for their organization, and why they are well positioned to engage in partnership with OUSD. ● Agency has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges. ● Agency has extensive experience working in partnership with school sites and district leaders. ● Agency has organizational experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies. ● Agency has the capacity to serve OUSD’s diverse student demographics.
<p>Fiscal Management and Resource Development (25 Points)</p>	<ul style="list-style-type: none"> ● Agency has accurate documentation that highlights how the Lead Agency will allocate funds to run quality expanded learning programs based on grant requirements detailed in the funding description. i.e. 1:20 ratio etc. ● Agency has a strong budget template that clearly illustrates staffing costs, a salaried full time coordinator, supplies, administrative costs and additional contributions to enhanced programming. ● Agency clearly describes how they will secure additional funding to match the contracted funds. ● Agency is able to clearly describe its systems, structures and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record keeping for auditing purposes. ● Agency has audited financial statements and can produce accurate fiscal reports upon request.



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

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

Q. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

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

Failure to Object to Errors and Omissions in Application

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

Financial Responsibility

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

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

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

Reservations of Rights by the District

The issuance of this RFQ 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 Qualifications;
- 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 RFQ, or the requirements for contents or format of the



applications;

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

No Waiver

No waiver by the District of any provision of this RFQ 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 RFQ.

R. Standard Contract Provisions

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



APPENDIX I: RFQ Application

2021 OUSD Request for Qualifications Application (Template)

ASES, 21st CCLC, and ASSETS After-School 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 (TK-5)
	Elementary/Middle (TK-8)
	Middle (6-8)
	High School (9-12)
	Alternative High School
	Continuation High School
	Comprehensive High School

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.		Yes
		No
Are you currently an OUSD Approved Lead Agency Partner?		Yes
		No



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

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

Signature: _____ Date: _____



APPENDIX II: Application Questions

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

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

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

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

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



- contribute to the operational costs of running an after-school program.
 - Elementary: \$133,000 to serve 84 students for 180 days of school year
 - (approx. 17 hours/week)
 - Middle school: \$177,000 to serve 112 students for 180 days of school year
 - (approx. 17 hours/week)
 - High school: \$250,000 to serve 140 students for 180 days
 - (approximately 15 hours/week)
- Your budget must detail:
 - Staffing costs for service delivery, staff training, and prep time
 - Full time site coordinator
 - Any agency management-level staff who will be paid by grant funds for support of direct service programming
 - Supplies, materials, curriculum, books, field trips, etc.
 - Agency administrative costs not to exceed 4% of contracted amount Note:
 - Your budget does not need to include snack costs
- Describe how your organization will secure additional funding to match the contracted funds from OUSD. The CDE requires that each ASES program provide cash or in-kind local funds totaling no less than one-third of the grant amount. Facilities or space usage may fulfill no more than 25 percent of the required local contribution (EC sections 8483.7[a][5] and 8483.75[a][4]). Allowable match includes cost of services provided by the local educational agency (LEA) and/or their subcontractors, using non-ASES funds. All ASES and 21st CCLC grantees are required to allocate a minimum of 30% of the grant amount. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.
- Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

3. AGENCY INFRASTRUCTURE (2 Pages)

- Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.
- Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with



requirements set forth by OUSD and the CA Dept. of Education. (*Unless otherwise stated by CDE under extenuating circumstances all sites are required to*):

- Student ratio of 1:20 or better;
 - Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - Full time school Site Coordinator stationed at each school site during the day
 - 85% attendance documented by daily OUSD mandated attendance protocols
 - Professional record keeping and reproduction upon request for district audits
- Describe the role of the Site Coordinator who will be the primary point(s) of contact for the OUSD expanded learning partnership, and who will maintain active collaboration with the school site leadership. Describe how this individual will ensure strong partnership with OUSD, the partnering school site(s), and other community partners working within OUSD expanded learning programs.

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

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



APPENDIX III. Instructions for RFQ Application Submission:

Please use [this link to register to receive access to a Google RFQ folder](#). The Google folder will house the RFQ application and supporting documents that will need to be uploaded there. Access to this link will be available until June 15, 2021. Deadline for submission for a completed RFQ application and supporting documentation is June 30, 2021 by 5:00 pm.

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

Required Supporting Documentation Instructions:

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

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

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



APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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



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



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

[OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT](#)

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

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

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



Signature

Date

Name and Title of Signatory

Name of Organization

APPENDIX V: Appeals Process for Applicants

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

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

The appellant must submit the appeal by August 27, 2021 (i.e., 5 business days after the Lead Agency Notification Date). If the appellant fails to file an appeal prior to the applicable appeals deadline, the appellant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process, or any other legal process or proceeding.

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

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

Appellants will receive written notice of the outcome of their appeal by September 3, 2021. In the event that an applicant’s appeal is successful, the agency will be treated as all other prequalified agencies.



2021 OUSD Request for Qualifications Application
ASES, 21st CCLC, and ASSETS After-School Programs

NOTE: PLEASE PRE-REGISTER TO RECEIVE TO ACCESS TO A GOOGLE FORM
Cover Sheet:

Organization Name	Girls Inc. of Alameda County		
Address, City, State	510 16th st. Oakland Ca. 94612		
Lead Contact's Name:	Rose Griffin	2 nd Leads Contact's Name	Courtney Johnson Clendinen
Email:	rgriffin@girlsinc-alameda.org	Email:	cclendinen@girlsinc-alameda.org
Telephone #:	(510) 357.5515 ext. 235	Telephone #:	(510) 357.5515 ext. 222

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

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Are you currently an OUSD Lead Agency Partner?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Have you served as an OUSD Lead Agency partner before in past years?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
If so, please identify the years and durations served.	8	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	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?	10	# Sites
In the box below, please briefly explain your rationale for this number of sites?		



We are currently serving 7 sites as the lead agency and will be serving 8 in the upcoming 2021-22 school year. With our current financial, staffing and leadership structure we possess the capacity to increase our service to 10 sites as lead agency.

APPLICATION QUESTIONS

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



ORGANIZATIONAL CAPACITY (2-3 pages double space)

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



FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

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

- Your budget should also show secured leveraged funds and resources that you would contribute to the operational costs of running an after-school program.
 - Elementary: \$133,000 to serve 84 students for 180 days of school year
 - (approx. 17 hours/week)
 - ○ Middle school: \$177,000 to serve 112 students for 180 days of school year
 - (approx. 17 hours/week)
 - ○ High school: \$250,000 to serve 140 students for 180 days
 - (approximately 15 hours/week)

- Your budget must detail:
 - Staffing costs for service delivery, staff training, and prep time
 - Full time site coordinator
 - Any agency management-level staff who will be paid by grant funds for support of direct service programming
 - Supplies, materials, curriculum, books, field trips, etc.
 - Agency administrative costs not to exceed 4% of contracted amount

Note: Your budget does not need to include snack costs

- Describe how your organization will secure additional funding to match the contracted funds from OUSD. The CDE requires that each ASES program provide cash or in-kind local funds totaling no less than one-third of the grant amount. Facilities or space usage may fulfill no more than 25 percent of the required local contribution (EC sections 8483.7[a][5] and 8483.75[a][4]). Allowable match includes cost of services provided by the local educational agency (LEA) and/or their subcontractors, using non-ASES funds. All ASES and 21st CCLC grantees are required to allocate a minimum of 30% of the grant amount. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.

- Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

Capacity

Fiscal

Infrastructure

Youth Dev. & Assessment

AGENCY INFRASTRUCTURE (2 Pages)

- Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.
- Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with requirements set forth by OUSD and the CA Dept. of Education. (Unless otherwise stated by CDE under extenuating circumstances all sites are required to):
 - Student ratio of 1:20 or better;
 - Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - Full time school Site Coordinator stationed at each school site during the day
 - 85% attendance documented by daily OUSD mandated attendance protocols
 - Professional record keeping and reproduction upon request for district audits
- Describe the role of the Site Coordinator who will be the primary point(s) of contact for the OUSD expanded learning partnership, and who will maintain active collaboration with the school site leadership. Describe how this individual will ensure strong partnership with OUSD, the partnering school site(s), and other community partners working within OUSD expanded learning programs.

Capacity

Fiscal

Infrastructure

Youth Dev. & Assessment

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

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



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



Instructions for RFQ Application Submission:

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Required Supporting Documentation Instructions:

All uploaded files will need to be in PDF format and accessible to OUSD. Any files missing could result in a disqualification from the RFQ process. All files will need to be clearly labeled based on the list below:

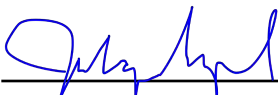
- One (1) sample Expanded learning program schedule with activity summary
- A sample budget pertaining to the program schedule and activity summary
- Profit and loss statement and/or copy of 2020 990 Tax Form
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)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

On behalf of Girls Inc. of Alameda County, I, (Name) Julayne Virgil, (Position) n

Declare under penalty of perjury under the laws

CEO

of the State of California that the foregoing is true and correct.

Signature: 
Date: June 24, 2021

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

Mission, Vision, and Experience: Founded in 1958, Girls Inc. of Alameda County® (Girls Inc.) is a local affiliate of the national Girls Incorporated organization with the shared mission of *inspiring all girls to be strong, smart, and bold*. Our vision is for all girls in Alameda County to *feel valued, safe, and prepared to achieve their dreams of college, career, and leadership*. We *connect girls from underserved neighborhoods with access to the resources and opportunities they need to navigate gender, economic, and racial barriers, and realize their potential*.

Strongly aligned with OUSD's mission and vision, Girls Inc. takes a comprehensive “whole child” approach, facilitated by community-based Program Leaders trained in equity, gender responsive and youth development principles. These OST professionals provide “high dosage” programming 180 school days/year and during the summer to build participants’ health and resilience (STRONG), academic success (SMART), and development as a leader (BOLD). As such, Girls Inc. is again uniquely positioned to partner with OUSD's Expanded Learning Office. To eliminate the stark inequities between students, Girls Inc. pivoted in the early 1990's from serving ‘all girls’ to address the specific needs -- *and uplift the joys and dreams* -- of those in our County's most under-resourced communities, primarily in and around Oakland. We have operated as an OUSD after school lead agency since 2016-17, reaching an average of 1,000 Oakland youth at five elementary school sites, one middle school, and two K-8 sites. Also, in 2016, upon request from partner schools to provide our exemplary literacy programming to all students at-risk of reading below grade level, we launched gender-specific literacy for boys as well as girls. To ensure boys feel empowered to become caring, competent and critical thinkers, we partner with Brothers on the Rise, who specializes in positive masculinity and allyship with girls and women. Each year, Girls Inc. serves over 7,500 children and their families through our K-12 programming.

Background and Approach: For over 30 years, Girls Inc. has built on the assets of Oakland’s under-resourced communities to address their challenges. Our “intentional and compensatory” approach provides the holistic OST supports that many families cannot due to socioeconomic and other factors: almost all our K-12 program participants are from low-income families (96% qualify for the Free and Reduced-Priced Meals Program); nearly 35% come from single-parent families; about 40% speak a language other than English at home; and 20% of their caregivers have not completed high school. While our participants may lack material resources, they represent the rich diversity of Oakland: 56% identify as Latinx, 24% as African American, 6% Asian American, 1% Caucasian, and 13% as multi-ethnic/racial or of another ethnicity/race. Many come from neighborhoods where their families have lived for generations, been civically active, and are “experts” in their own right.

For these reasons, Girls Inc. is always *listening* and responding to the community’s needs as they evolve over time. In 2016, answering a call from partner schools, we created the gender-specific literacy curricula for boys. In 2019, to support the influx of English Language Learners in Oakland, Girls Inc. piloted a Spanish-English Dual Immersion Literacy program at Bridges Academy at Melrose (Reference Letter 1). In 2020, with COVID-19’s devastating impact on low-income BIPOC communities and the concurrent fight against racial injustice, Girls Inc. responded first with trauma mitigation and basic needs assistance, providing bilingual wellness checks as well as food, program supplies, resource linkages, and digital technology support. Then, Girls Inc. redesigned 100% of our programs into safe, community-centered, and inspiring distance learning modalities so participants could continue academic and socio-emotional learning.

Collaborative Leadership: Girls Inc. has a long history of collaborating with compassion and accountability in Oakland. With students and families, Girls Inc. has many feedback channels,

from regular one-on-one family check-ins to our comprehensive K-12 Year End Evaluations, where we collect quantitative and qualitative data from participants, their families, school day teachers, and Girls Inc. staff using bilingual focus groups, surveys, and program observations. With site leaders and district leaders, Girls Inc. intentionally leans into each school site's culture, values, goals, and needs, becoming a trusted community contributor at important meetings and events. This trust provides the basis for transparency, shared decision-making, and collaborative leadership. As part of Girls Inc.'s decades-long commitment to Diversity, Equity and Inclusion (DEI), we hold ourselves accountable through periodic, intensive DEI trainings and formal and informal feedback from the community, and intentionally choose partners that will *hold us* accountable to the highest standards of programming and collaboration -- from OUSD and individual school sites to specialized resource organizations such as Brothers on the Rise, Alliance for Girls, and CalSAC (Reference Letter 2).

Staff Hiring, Retention, and Professional Development: In 2015, Girls Inc. changed our hiring strategy to recruit staff who more closely reflect the lived experiences of our participants (than previous hires who mostly hailed from out-of-town through Americorps). Today, most Girls Inc. hires are BIPOC and approximately 10% are alumnae, engendering an authentic sense of belonging and purpose, promoting retention. As detailed in Reference Letter 2 (CalSAC), Girls Inc. invests in robust, tiered, and ongoing professional development; monthly trauma-informed behavioral health consultations; and onsite coaching and support, preparing staff with cultural- and gender-responsive approaches as well as training opportunities to advance within Girls Inc. and as a leader in the field. Other key retention strategies include: competitive hourly rates, benefits, paid sick leave, 403B match, 14 paid holidays, accrual of paid time off, and 7 hours a week for preparation and training. In addition, all eligible staff are offered 7 weeks of summer employment.

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

Additional Funding Match: Girls Inc.'s strong fundraising and fiscal management supports our commitment to providing the highest quality of services at no cost to participants, currently and over the long term. As such, to match OUSD contracted funds, Girls Inc. will continue to secure additional funding from our balanced and increasingly diversified funder portfolio which, in 2020-2021, consisted of 34% government contracts, 30% foundations and corporation grants, and 36% individual donors and other sources. Our successful annual funding strategies include robust donor stewardship, two major annual fundraising events, direct appeal letters and campaigns, and the ongoing submission of over 50 annual grant proposals to foundations, corporations, and government agencies. Girls Inc.'s 2021-2022 operating budget is \$7,280,000, out of which, in addition to OFCY funding, Girls Inc. allocates a range of \$50,000-\$100,000 per school site as either the lead or sub-contractor to cover the costs of offering daily, comprehensive OST services. These additional funds primarily support the additional 7 hours program leaders receive as well as the additional two months of Coordinator salary so they are 1.0 FTE staff.

What makes Girls Inc.'s impact sustainable is the trust of new as well as long term investors who often approach us with new funding opportunities. Recently, for example, Girls Inc. received \$3M from longtime partner, the Beaver Foundation, to grow our operational reserves and seed an operational endowment. To date, we have over \$1.8 million in an unrestricted operating reserve to cover operational and programmatic cash flow contingencies. This is sufficiently in excess of "3 months of program operations," as mandated by OUSD for lead agencies. Leveraging our programmatic reputation and investors' trust, Girls Inc. has also escalated prospecting for new funding partners, with an eye toward emerging philanthropic initiatives supporting post-pandemic educational equity; BIPOC-led organizations; and trauma-informed socio-emotional resilience-

building. Finally, Girls Inc. is in our second year of grassroots crowdfunding, which has already attracted new and renewed small gift (~\$200) investors into our circle and cultivated younger supporters, especially those who closely reflect the communities we serve.

Fiscal Management of Grant Funds: Girls Inc. has a strong history of financial sustainability, fiscal responsibility, and compliance as demonstrated by consistent unqualified opinions on Annual Financial Statement Audits, including over the last two years, as well as OMB Circular A-133 Audits, ensuring that we meet government and GASB internal control requirements for expenditure and payroll processing and reporting requirements (using ADP). Girls Inc. is also fully compliant with IRS 990 requirements for and adherence to all Federal and State document retention standards.

Girls Inc. has demonstrated compliant use of grant funds through our many years of overseeing large contracts from public agencies such as AmeriCorps, the U.S. Department of Education, the California Departments of Education and Public Health, Alameda County Departments of Probation, Behavioral Health Care Services, and Public Health, Alameda County Office of Education, and Oakland Fund for Children and Youth (OFCY). Girls Inc. has historically maintained grant compliance for these and over 50 fund sources annually, ensuring that all grant deliverables, reports, and invoices are completed and on time. Guided by our 2018-2022 Strategic Plan, we recently enhanced infrastructure (trained up and increased staff grants management skills and responsibilities); systems (updated technology and tools for data/financial tracking); and processes (to oversee data collection for and evaluation of grant progress and impact), further ensuring sound fiscal management of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes.

3. AGENCY INFRASTRUCTURE (2 Pages)

Administrative and Programmatic Infrastructure: Girls Inc. has an extensive management infrastructure. In addition to two levels of program leadership (Coordinators and Managers), the Girls Inc. infrastructure includes executive officers and senior directors who oversee the organization's operations, finances, grant compliance, HR/personnel, training/professional development and evaluation. The Chief Financial Officer has a staff of three to ensure proper management of funds, financial compliance, timely invoicing and accounts payable, and payroll. The Chief Program Officer (CPO) has a team of three Directors, including the Senior Director of School-based Programs and the Director of Compliance, Program Quality and Evaluation (DoCPQE). The DoCPQE supports a grant writer who works in partnership with a Senior Director of Institutional Giving. Together they secure additional grant dollars, including OFCY; oversee all grant compliance and reporting; and lead an extensive internal evaluation process.

The Senior Director of School-based Programs supports four Program Managers who, Our Program Managers allocate an average of ten hours (.25 FTE), for up to three sites to oversee the overall management and planning of the program. This includes direct supervision (of Program (Site) Coordinators, program development and assessment, budget maintenance, and ongoing collaboration with school leadership. The Senior Director of School-Based Programs also supervises the Literacy Specialist. Our current Literacy Specialist is a Girls Inc. alumna and was an Oakland educator for three years. In this role, she supervises two Special Projects Coordinators who, in partnership, support all after school program staff in implementing high-quality literacy activities. They also provide trainings and 1:1 coaching; complete classroom observations; oversees literacy assessments; and works with school leadership to ensure alignment with school day literacy practices.

Compliance Systems: Three key Girls Inc. departments coordinate procedures to ensure compliance with requirements set forth by OUSD and the CDE: Operations (Finance and HR), Grants and Evaluation, and School-based Programs. For all financial compliance requirements, our finance team works directly with the Program Leadership to access and highlight all relevant aspects of our MOU. The Grants and Evaluation team ensures MOU compliance; collection of appropriate demographic and attendance data; supports program leadership to evaluate and assess program performance; and partners with the Senior Director of Institutional Giving to raise additional funds to support total program costs. Lastly, we partner with West Coast Strategic, who analyzes our participants' literacy data to inform program planning. Most importantly, the Girls Inc. team works to develop strong relationships with the OUSD Expanding Learning Office to ensure grant compliance and alignment requirements.

Role of Site Coordinators: Program (Site) Coordinators dedicate 100% of their time to overseeing the daily operations of their program site. Program Coordinators supervise the direct service staff at each site, including a Program Assistant, in addition to overseeing curriculum development, program implementation, and behavior management. Coordinators monitor OUSD's compliance requirements, ensuring that any program plans being developed in collaboration with the school leadership, goals, and priorities are aligned at both the school and district level, and reflect strong youth development principles. They are also responsible for making sure that staff receive regular, meaningful training and coaching (via weekly supervision, review of lesson plans, monthly PD trainings, and bi-monthly group consultation with a licensed clinician). As a liaison, Program Coordinators provide the important link between families and the school day by staying in close communication with families, the school principal, and school day staff, and by partnering with the OUSD Expanded Learning Office on coordinated initiatives.

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

Program Model: Girls Inc.'s model supports youth development by providing a safe and robust OST program that centers the experiences and strengths of students from Oakland's under-resourced communities, empowering them to navigate racial, gender and economic challenges to create a thriving future. A recent noteworthy success is that, during Shelter in Place, 100% of Girls Inc.'s staff positions and 100% of programming remained operational, with enhanced training and innovative practices emerging every week. The focus of our school-based programming is literacy, enrichment, and leadership development, which closely align with OUSD's goals of all students reading at grade level within the context of a multi-faceted OST environment. With over 15 years of experience developing OST literacy programs, we maintain a strong literacy team, with a staff retention rate of 50% for an average of 2 years. Grounded in DEI practices, we intentionally hire from the communities we serve, who are primarily BIPOC, incentivizing retention with robust training so that our staff develop professionally into the consistent and skilled adult allies our youth need and deserve, while also strengthening the local OST workforce.

CDE Quality Standards: Girls Inc. is committed to providing a safe and healthy environment by promoting safety awareness and following best practices and school and organizational policies that ensure student safety. Staff prioritize social emotional safety by creating a positive, respectful, supportive classroom culture. Staff also learn to address individual student's safety and socioemotional health at semi-monthly consultations where a licensed clinician suggests developmentally-appropriate and trauma-informed interventions, behavior strategies, and coping mechanisms to support students with their challenges. Staff also support the development of specific academic skills by choosing activities that are linked to and reinforce Common Core-

aligned learning targets by modeling skills and breaking down tasks. Staff encourage participants to try new skills and to be resilient and tenacious in their efforts, while also being mindful of individual student's needs. More specifically, we focus on academic learning outcomes in literacy for our elementary school participants and STEM for our middle school participants.

An area for further enhancement is to improve our existing reflection process to incorporate multiple reflection strategies and giving students differentiated opportunities to engage and provide structured feedback. Program staff and managers responsible for curriculum creation throughout the summer are currently modifying our existing curriculum to include strategies to increase reflection opportunities and incorporate more youth-led planning across programs. In addition, our Literacy Specialist and Literacy Coordinator continue to strengthen our literacy curriculum by utilizing the OUSD Program Planning process to align content both with Common Core standards and the school day goals and objectives.

In partnership with Weikart, the California Afterschool Network, the California School-Age Consortium and the California Department of Education Expanded Learning Division, Girls Inc.'s core leadership team is qualified to lead program observations as external assessors; to lead Youth Works Methods and Program Management Trainings; to facilitate various Youth Development Trainings; and to implement state-aligned practices. Each Manager and Coordinator attends all trainings offered by both OUSD's Expanded Learning Team, and they work with our in-house support team to ensure all staff have baseline knowledge and understanding of CQI language and youth development practices. These practices are done through 1:1 supervision, feedback on observations, and bi-weekly team meetings, which focus on these areas. The Scores Reporter platform is leveraged to increase staff awareness of these measurements, to celebrate areas of success, and to better understand areas for improvement. Site staff work collaboratively to create

SMART goals and actions steps for their Quality Action Plan as well as individual performance goals for the program, the various stakeholders including youth, the Quality Support Coach, and the designated school site TSA's and families, as they are able.

Training for Responsive Youth Development Practices: Direct service staff training begins with a two-week orientation (25-30 hours of training) establishing baseline knowledge of a range of topics, including the Girls Inc. Philosophy, Youth Development Best Practices, Trauma-Informed Behavior Management, Safety and Emergency Preparedness, CPS and Mandated Reporting, Program Expectations, Curriculum and Lesson Planning, and Culturally Responsive Programming. Staff build upon this baseline through continued training during the school year, attending weekly 2-hour trainings specific to their program focus and our agency-wide strategic priorities. As previously detailed, all direct service staff also participate in semi-monthly consultations with a licensed clinician to support students and, when needed, their families with trauma-informed approaches. To stay closely aligned with OUSD goals, supervisors help staff increase their capacity by identifying strengths and setting growth areas for themselves and their site programs, created in partnership with the school day team.

Continuous Quality Improvement (CQI): To allow staff to reflect on the efficacy of our programs and opportunities for improvement, Girls Inc. collects both qualitative and quantitative data from staff, families and participants in the form of surveys, formal observations, and focus groups. This feedback loop is a critical component in keeping our services and programs meaningful and relevant to those we serve. Girls Inc. leadership supports staff in interpreting evaluation outcomes to make important changes to future programs and program planning, as well as to our procedures, protocols, and policies, when needed. To increase understanding, buy-in, and leadership, our afterschool team also participate in multiple trainings on the (CQI) process.

Time Block	Monday	Tuesday	Wednesday	Thursday	Friday	
1:40-2:00			Sign In/Community Meeting 20 min			
2:00-2:55			Clubs 55 min			
2:55-3:15	Sign-In and Snack (Elementary)/Recreation (Middle) 20 min	Sign-In and Snack (Elementary)/Recreation (Middle) 20 min	Snack(Elementary)/ Recreation (Middle) 20 min	Sign-In and Snack (Elementary)/Recreation (Middle) 20 min	Sign-In and Snack (Elementary)/Recreation (Middle) 20 min	
3:15-3:20	Transition 5 min	Transition 5 min	Transition 5 min	Transition 5 min	Transition 5 min	
3:20-3:30	Opening Circle 10 min	Opening Circle 10 min	Opening Circle 10 min	Opening Circle 10 min	Opening Circle 10 min	
3:30-4:30	Academic 60 min 1-2 GIRLStart Literacy 2-3 GIRLStart Literacy 1-2 BoySOAR Literacy 2-3 BoySOAR Literacy 4-5 Girls T.E.A.M. Literacy 4-5 Boys T.E.A.M. Literacy 6-8 All STARS Sports 6-8 Boys BOTR	Academic 60 min 1-2 GIRLStart Literacy 2-3 GIRLStart Literacy 1-2 BoySOAR Literacy 2-3 BoySOAR Literacy 4-5 Girls T.E.A.M. Literacy 4-5 Boys T.E.A.M. Literacy 6-8 All STARS Build-IT 6-8 Boys BOTR	Academic 60 min 1-2 GIRLStart Literacy 2-3 GIRLStart Literacy 1-2 BoySOAR Literacy 2-3 BoySOAR Literacy 4-5 Girls T.E.A.M. Literacy 4-5 Boys T.E.A.M. Literacy 6-8 All STARS CalOES 6-8 Boys BOTR	Academic 60 min 1-2 GIRLStart Literacy 2-3 GIRLStart Literacy 1-2 BoySOAR Literacy 2-3 BoySOAR Literacy 4-5 Girls T.E.A.M. Literacy 4-5 Boys T.E.A.M. Literacy 6-8 All STARS Build-IT 6-8 Boys BOTR	Academic 60 min 1-2 GIRLStart Literacy 2-3 GIRLStart Literacy 1-2 BoySOAR Literacy 2-3 BoySOAR Literacy 4-5 Girls T.E.A.M. Literacy 4-5 Boys T.E.A.M. Literacy 6-8 All STARS Literacy 6-8 Boys BOTR	
4:30-5:00	Recreation (Elementary)/ Snack & Community Building (Middle) 30 min	Recreation (Elementary)/ Snack & Community Building (Middle) 30 min	Recreation (Elementary)/ Snack & Community Building (Middle) 30 min	Recreation (Elementary)/ Snack & Community Building (Middle) 30 min	Recreation (Elementary)/ Snack & Community Building (Middle) 30 min	
5:00-6:00	Homework Club 60 min 1-2 GIRLStart Homework 2-3 GIRLStart Homework 1-2 BoySOAR Homework 2-3 BoySOAR Homework 4-5 Girls T.E.A.M. Homework 4-5 Boys T.E.A.M. Homework 6-8 All STARS Homework 6-8 Boys BOTR Homework	Enrichment 60 min 1-2 GIRLStart Enrichment 2-3 GIRLStart Enrichment 1-2 BoySOAR Enrichment 2-3 BoySOAR Enrichment Enrichment Enrichment 6-8 All STARS Enrichment 6-8 Boys BOTR Enrichment	Homework Club 60 min 1-2 GIRLStart Homework 2-3 GIRLStart Homework 1-2 BoySOAR Homework 2-3 BoySOAR Homework Homework Homework 6-8 All STARS Homework 6-8 Boys BOTR Homework	Enrichment 60 min 1-2 GIRLStart Enrichment 2-3 GIRLStart Enrichment 1-2 BoySOAR Enrichment 2-3 BoySOAR Enrichment Enrichment Enrichment 6-8 All STARS Enrichment 6-8 Boys BOTR Enrichment	Enrichment 60 min 1-2 GIRLStart Enrichment 2-3 GIRLStart Enrichment 1-2 BoySOAR Enrichment 2-3 BoySOAR Enrichment 4-5 Girls T.E.A.M. Enrichment 4-5 Boys T.E.A.M. Enrichment 6-8 All STARS Enrichment 6-8 Boys BOTR Enrichment	
6:00	Closure	Closure	Closure	Closure	Closure	

GIRLStart will be provided for two groups of 1st-3rd grade girls, who will participate in Read Alouds and intentional extension activities, Phonemic Awareness and Phonics instruction, independent reading and fluency activities

BoySOAR will be provided for two groups of 1st-3rd grade boys, who will participate in Read Alouds and intentional extension activities, Phonemic Awareness and Phonics instruction, independent reading and fluency activities

TEAM (Together Empowered and Academically Motivated) will be provided for a group of 4th-5th grader girls, who will participate in activities including Book Clubs with Academic Discussion and intentional extension activities, independent reading and exploration of complex text using Non-Fiction articles. Each academic hour component will complement school day learning in a fun, enriching way to meet the needs of youth in an afterschool environment.

Sports reinforces the importance of physical fitness as a part of a healthy life, while teaching the importance of teamwork and sportsmanship. (8 groups, 1-2x/week for 1hr, grades 1-8)

Clubs includes hands-on enrichment and/or Community Building activities selected by instructors. (8 groups, 1x/week for .75hr, gender specific, grades 1-3, coed grades 4-8)

Community Building supports youth with developing their peer relationships and relationships with supportive adults and builds social emotional skills. (2 groups, 2x/week for .5hr, grades 6-8)

Leadership offers youth hands-on participatory opportunity to learn about leadership qualities, community leaders, respecting their community, and strategies to becoming change agents in their community. (3 groups, 1x/week for 1 hr, grades 5-8)

Visual and Creative Arts offers age-appropriate visual and creative arts curriculum to engage youth in projects that explore a variety of art techniques. (4 groups, 1x/week for 1hr, grades 1-5)

STEAM (Science, Technology, Engineering, Art and Math) provides high-quality, hands-on learning to build youth's confidence and boost interest in studying STEM while integrating the arts. (2 groups, 2x/week for 1hr, grades 4-5)

EcoKids offers hands-on activities in gardening, composting and recycling to introduce youth to healthy choices, nutrition and food justice concepts. (4 groups, 2x/week for 1hr, grades 1-3)

Recreation allows youth will be participate in structured physical activity based on their interest.

Homework is where youth will receive 30-45 minutes of structured homework support.

Brothers on the Rise will offer daily enrichment from brothers on the rise will include Manhood Training, Media & Arts, Sportsmanship & fitness (6-8 grade boys, 1 group, 4x/week for 1 hour)

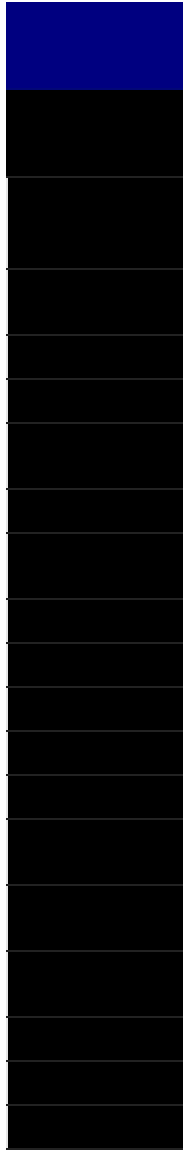
Build IT! Is a two-year Science, Technology, Engineering and Mathematics (STEM) problem-based curriculum that capitalizes on girls' interest in design and communication technologies. (1 group, 2x/week for 1 hour, 6-8th grade girls)

The Strong, Smart and Bold (SSB) enrichment curricula is dedicated to helping girls develop a sense of self by exploring their overall physical, emotional, social, and mental health.(1 group, 2x/week for 1 hour, 6-8th grade girls)

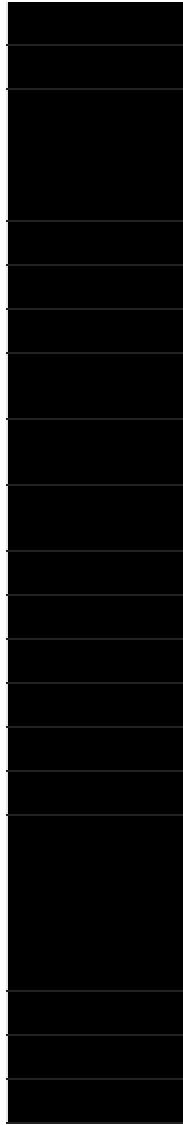
2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

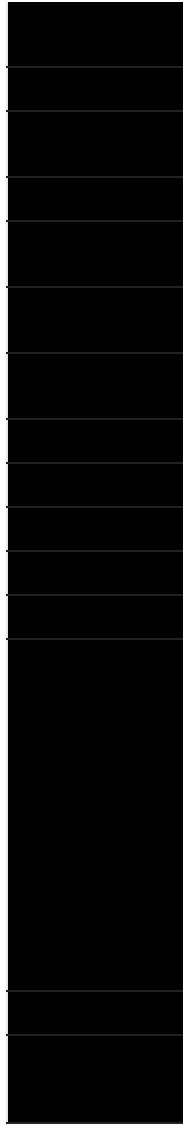
ELEMENTARY & MIDDLE SCHOOLS 01.2020

Site Name: 📍 La Escuelita		%	ASES		OFCY Match Funds	Other Lead Agency Funds
Site #: 📍 121			Resource 6010, Program 1553			
Average # of students to be served daily (ADA):	111.09		OUSD	Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD			177,559.20		110000	90,273.38
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES						
	OUSD Indirect (5.00%)		8,455.20			
	OUSD ASPO admin, evaluation, and training/technical assistance costs		11,062.88			
	Custodial Staffing and Supplies at 3.5%		5,531.44			
	TOTAL SITE ALLOCATION		152,509.68			
CERTIFICATED PERSONNEL						
1120	Quality Support Coach/Academic Liaison		2500			
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0			
1120	Certificated Teacher Extended Contracts- ELL supports					
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)					
	Total certificated		2500		0	0



CLASSIFIED PERSONNEL							
2205	Site Coordinator (list here, if district employee)		0				0
2220	SSO (optional)		0				
			0				
	Total classified		0	0	0	0	0
BENEFITS							
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50				
3000's	Employee Benefits for Classified Staff on Extra Time /Overtime (benefits at 28%)		0				
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0				
3000's	Lead Agency benefits (rate: 25%)			16538	7939		10731
	Total benefits		612.50	16538.4425	7939.32		10731.31
BOOKS AND SUPPLIES							
4310	Supplies		0				0
4310	Curriculum		0				0
5829	Field Trips		0				0
4420	Equipment (including computers - OUSD only)		0				0
	Program Supplies						8000
	Bus tickets for students						
	Professional Development for Site Staff			500			
	Total books and supplies		0	500	0		8000
CONTRACTED SERVICES							





	Total value of in-kind direct services					0
LEAD AGENCY ADMINISTRATIVE COSTS						
	Lead Agency admin (4% max of total contracted \$)			4,239.45		0
SUBTOTALS						
	Subtotals DIRECT SERVICE	85.00	5,767.59	145158	94100.32	90,273.38
	Subtotals Admin/Indirect	15.00	22,394.43	4,239.45	15900	0
TOTALS						
	Total budgeted per column		28,162.02	149,397.18	110000	90,273.38
	Total BUDGETED	100.00	177,559.20		110000	90,273.38
	BALANCE remaining to allocate		0.00			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		177,559.20			
ASES MATCH REQUIREMENT:						
ASES requires a 3:1 match for every grant award dollar awarded.						
Total Match amount required for this grant:			59,186.40			
Facilities count toward 25% of this match requirement:			14,796.60			
Remaining match amount required:			44,389.80			
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:			200,273.38			
Total Match amount left to meet:			-155,883.58			



Girls Incorporated of Alameda County
Statement of Revenue and Expenses (Unaudited)
Fiscal Period July 1, 2020 to April 30, 2021



Period
 7/1/2020 to
4/30/2021

Revenues

Government revenue	\$ 2,212,864
Individual	2,146,116
Foundations	880,500
PPP loan grant	852,462
Special events	668,050
Investment income	53,415
Rental Income	43,082
In-Kind donations	20,265
Program fees	<u>4,790</u>
Total Revenues	<u>6,881,544</u>

Operating Expenditures

Salaries and benefits	4,217,687
Professional fees	237,089
Repairs & Maintenance	163,276
Program expenses	151,334
Utilities	146,152
General office	133,065
Insurance	105,561
Depreciation	347,690
Rentals	62,055
Other program costs	34,542
Printing	18,187
Dues	14,355
Property taxes	41,974
Travel & training	<u>4,531</u>
	<u>5,677,499</u>
Total Income over Expenditures	<u>\$ 1,204,045</u>

EXTERNAL PROGRAM EVALUATION
GIRLS INC. OF ALAMEDA COUNTY

GIRLS INC. ALAMEDA COUNTY
LITERACY PROGRAM
2019-2020
EXTERNAL EVALUATION REPORT

Nada Djordjevich, Ed.M.
WCSCS/West Coast Strategic
Oakland, CA

ALAMEDA COUNTY, GIRLS INC. LITERACY PROGRAM EXTERNAL PROGRAM EVALUATION 2019-20

OVERVIEW

Girls Inc of Alameda County provides after-school programs that support literacy intervention for students at risk of reading failure. In the 2019-20 year, the program provided services to approximately 375 students from 7 elementary schools in Oakland, including (54%) English language learners. Of second and third graders at eligible sites, the majority are prior participants, indicating the popularity of the program with youth and their families.

West Coast Strategic Consulting Services, an Oakland-based consulting firm, with extensive evaluation experience including National Science Foundation grants, Math and Science Partnership Grants, and Race to the Top District programs, conducted this analysis focusing on progress toward meeting annual literacy outcomes.

The data is presented from September to the end of February data collection, after the completion of approximately 100 program days, before the school closures due to COVID-19. Subgroup performance analysis were conducted by students by years of participation, school, and language acquisition status. Not all students had both Fall and Spring assessment results, and not all students had been identified by their language acquisition status as of the time of school closures in March. There were no mid-year assessment data reports for male students, and Horace Mann did not provide assessment results. Overall growth and summative outcomes and literacy growth data are presented for all students with two full sets of matched scores. Comparison to host district literacy outcomes and prior year data are provided for context.

KEY FINDINGS

- While the program was bifurcated due to school closures, mid-year progress results were extremely promising, and surpassed end-of-year results of prior years.
- By mid-year, nearly every student (99%) had made progress toward grade-level literacy.
- The majority (74%) achieved grade-level skills in at least one area by winter 2020.
- About 40% had composite reading score at or above grade-level by winter 2020.
- Over 23% made accelerated literacy growth from fall to winter.
- Over 13% of students advanced more than one level, from fall to winter.
- The performance of English learners was slightly higher than those not designated as an English learner.
- GIRLStart students appear to outperform similar populations in reading acquisition than their host district.

PROGRAM OBJECTIVE ANALYSIS

Objective 1: 70% of 1st-3rd grade participants will progress towards grade-level reading by growing one or more years' worth as measured by DIBELS.

Results: By mid-year, 66% of participants had met this goal using mid-year benchmark data. This goal was met for first grade (85%), and not yet met by second grade (53%) and nearly met for third grade (68%). Last year, at the end of the year, 62% demonstrated grade-level literacy in one or more skill areas. The data from 2019-20 suggests stronger performance than the prior year.

RESULTS BY GRADE LEVEL

Overall, 99% of students improved their reading skills during the first 100 program days. This represents an increase over the prior year for ALL grades. At all grades, kindergarten to third-grade, by mid-year, the majority of students met grade-level literacy performance standards in one or more areas (82%, 85%, 53%, and 68% respectively). At mid-year, the range of those meeting composite grade level performance standards, suggesting overall skill competencies, ranged from 55%, to 37%. Students in first grade had the strongest overall performance and growth. Of the 11 kindergarten students who completed mid-year assessments, 55% were at or above grade level at mid-year.

FIGURE 1: GRADE LEVEL PERFORMANCE

Grade	Students w/ Fall & Winter	Literacy Growth	Exceeded Literacy Growth	Met Program Objective	Mid-Year Grade Level
Kindergarten	NA	NA	NA	82%	55% of 11
First Grade	42	100%	21%	85%	53%
Second Grade	44	98%	23%	53%	39%
Third Grade	58	100%	22%	68%	37%
All First to Third	144	99%	22%	68%	43%
All Students	144	99%	22%	68%	42%

2019-20 PROGRAM DEMOGRAPHICS

The following tables provide participation by school, grade, gender, and program years. Data is provided for all students enrolled at any time.

ENROLLMENT BY GRADE AND SCHOOL

The largest enrollment is in third grade, followed by second grade, then first and kindergarten. Kindergarten programs are not designed to be robust and are primarily sibling enrollment.

FIGURE 2: ENROLLMENT BY SCHOOL AND GRADE

	Total	K	1st	2 nd	3 rd
ACORN	58	0	20	19	19
Allendale	63	5	19	19	20
BRIDGES	27	0	0	0	27
EnCompass	35	0	9	15	11
Horace Mann	55	0	13	18	22
La Escuelita	56	6	19	19	13
TCN/ICS	47	0	16	20	12
All	341	11	96	110	124

ENROLLMENT BY GRADE, GENDER AND ENGLISH LANGUAGE ACQUISITION

The majority of program participants are female, with the highest proportion of male students (41%) included in first grade. The highest proportion of English language learners are in second grade (54%), followed by third grade (47%).

FIGURE 3: DEMOGRAPHICS BY GENDER AND LANGUAGE ACQUISITION STATUS

	Total	Female	Male	English Learner	English Fluent	Not Yet Determined
Kindergarten	11	69%	31%	18%	82%	0%
First	96	65%	35%	61%	39%	0%
Second	110	65%	35%	44%	53%	4%
Third	124	65%	35%	40%	28%	32%
All	341	66%	34%	46%	41%	13%

ENROLLMENT BY NUMBER OF YEARS IN THE PROGRAM

The figure below looks only at the continued enrollment of students at six sites. About half of all program participants at eligible sites were enrolled for 2 or more years. More than half of all female students in grades 2 and 3, are returners, suggesting the popularity of the program with youth and families.

FIGURE 4: ENROLLMENT BY RETURNER AT SIX SITES (WITH PRIOR PROGRAM YEARS ONLY)

	1 st to 3 rd Grade	2 + Years (1 st -3 rd Grade)	2 nd -3 rd Grade	2 +Years (2 nd -3 rd Grade)	Female 1st-3rd	Female 2+Years (1 st -3 rd)	Female 2 nd -3 rd	Female 2+ Years 2 nd -3 rd
ACORN	58	40%	38	42%	31	42%	20	40%
Allendale	58	41%	39	44%	31	45%	22	45%
EnCompass	35	40%	26	50%	35	40%	26	50%
Horace Mann	50	40%	37	43%	35	48%	17	59%
La Escuelita	50	48%	31	52%	29	59%	20	65%
TCN/ICS	47	53%	31	68%	47	53%	31	68%
All	303	44%	207	49%	198	48%	136	55%

2019-20 RESULTS BY SUBGROUPS

RESULTS BY YEARS OF PARTICIPATION

Participant data has been analyzed for female students at prior sites, based on years of participation (one, two, three). More first year than prior students had grade-level scores at mid-year, and slightly more met program objectives and exceeded literacy growth rates. These data are not in keeping with prior years.

FIGURE 5: RESULTS BY YEARS OF PROGRAM PARTICIPATION GRADES 1 TO 3

Grade	Students w/2 sets data	Literacy Growth	Met Program Objective	Exceeded Literacy Growth	At Grade Level Mid-Year
1 Year (GR 1- 3)	74	100%	73%	25%	49%
2+ Year (GR 1-3)	70	98%	67%	16%	39%
3 Years (GR 3)	15	100%	53%	7%	14%

ENGLISH LANGUAGE LEARNER RESULTS

The results for English Language learners as compared to those students who are fluent English speakers, indicate no achievement gaps, with slightly stronger improvements by English learners and outcomes. Overall however, results were quite similar between the two groups, with two-thirds meeting program objectives, 20% exceeding targets, and about 40% at grade-level at mid-year. It should be noted that not all participants language acquisition status was known as of mid-year, and there may be more English learners. Only students designated English learners or not English Learner were included in this analysis.

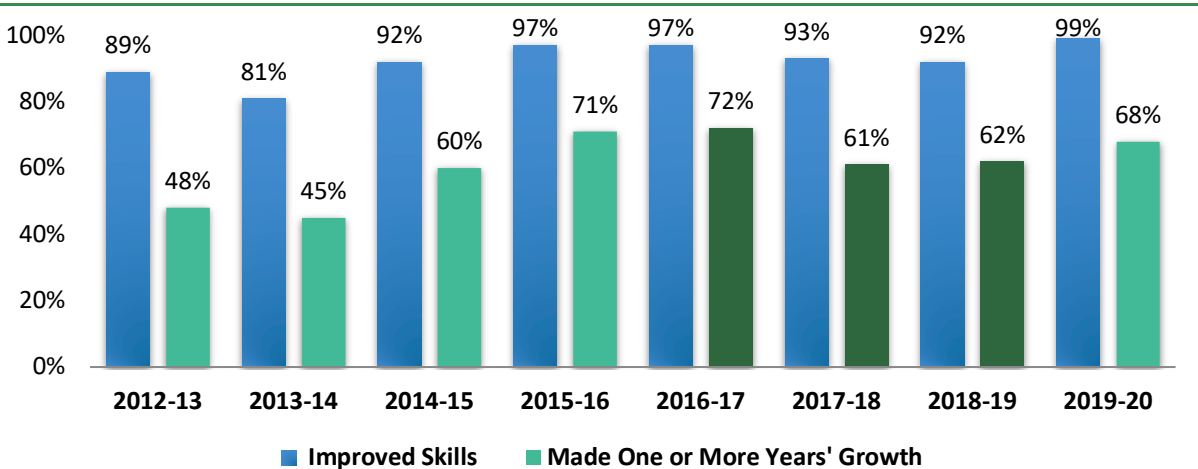
FIGURE 6: ENGLISH LEARNER GROWTH AND PERFORMANCE

Subgroup	Students	Growth	Met Objective	Exceeded Target	Ended at Grade Level
English Learner 1	47	100%	85%	21%	53%
Not EL -1	33	100%	85%	21%	45%
English Learner 2	51	100%	53%	23%	39%
Not EL 2	30	96%	47%	29%	33%
English Learner 3	60	100%	68%	22%	37%
Not EL 3	30	100%	63%	13%	36%
English Learners	158	100%	68%	22%	42%
Not EL	93	98%	66%	20%	39%

REVIEW OF PERFORMANCE OVER TIME

Summary data from the past seven years for participants in the Alameda County Girls Inc. literacy program from kindergarten to third grade shows a general positive trajectory. The percentage of students making progress has remained above 90% and above since 2014. Beginning in 2016-17, a more comprehensive data set was used to analyze whether a student advanced one or more years in literacy growth, as compared to a single subset of skills. Notably the results for 2019-20 at mid-year were stronger than the results in 2018 and 2019 at the end of the year.

FIGURE 7: LITERACY PROGRESS OVER TIME



COMPARING PROGRESS OF TO LOCAL DISTRICT RESULTS

Annually the program compares its literacy results to those of Oakland Unified School District (OUSD). The program's use of a complex battery of DIBELS assessments aligned to the Common Core allowing for comparison of results between the program and the state's Common Core aligned English Language Arts Assessment, the California Assessment of Student Performance and Progress (CAASPP). The CAASPP data are provided on a four-point scale (Standards Exceeded, Standards Met, Standards Nearly Met, and Standards Not Met), roughly aligned to DIBELS composite reading scores of At or Above (Standards Exceeded or Met), Below (Nearly Met), and Well-Below (Standards Not Met). Results were compared between English learners in the program, and English learners and socio-economically disadvantaged students from Oakland. Since all program students are from schools with high numbers of students receiving free and reduced lunch, only students from socio-economically disadvantaged (SED) households are compared.

FIGURE 8: PARTICIPANT PERFORMANCE COMPARED TO DISTRICT ON COMMON CORE ALIGNED ASSESSMENTS

Subgroup	At or Above Standards 2016-17 GIRLStart 2016-17 CAASPP Results	At or Above Standards 2017-18 GIRLStart 2017-2018 CAASPP	At or Above 2018-19 Girls Inc. 2018-19 CAASPP	At or Above 2019-20 Girls Inc. Mid-Year Performance
Girls Inc. 3 rd Grade	24%	35%	37%	42%
Girls Inc. 3 rd Grade EL	25%	40%	35%	42%
OUSD 3 rd Grade EL	4%	9%	13%	NA
OUSD SED 3 rd Grade	17%	23%	22%	NA

SUMMARY

The literacy program of Alameda County Girls Inc. continues to make progress toward ambitious literacy program objectives. Nearly all students improved literacy skills and close to half of all students had achieved grade-level performance by the middle of the year. A slightly higher percentage of English learners made grade level literacy performance gains. It is easily conceivable that student performance may have exceeded the prior year’s performance.

APPENDIX 1: 9 YEAR RESULTS

2012-13 Fall-Spring	Count of Students with Full Scores	Skills Improved	Maintained Benchmark	Advanced 1 or More Level	Made More than 1 Years Growth
Kindergarten	20	100%	55%	35%	60%
1 st Grade	38	68%	58%	8%	47%
2 Grade	49	100%	45%	6%	31%
3rd Grade	50	100%	50%	16%	62%
Total	157	89%	51%	13%	48%

2013-14 Fall-Spring	Count of Students with Full Scores	Skills Improved	Maintained Benchmark	Advanced 1or More Levels	Made More than 1 Years Growth
Kindergarten	18	89%	56%	11%	17%
1 st Grade	29	99%	21%	24%	50%
2 Grade	44	76%	41%	11%	32%
3rd Grade	40	70%	50%	25%	63%
Total	131	81%	41%	18%	45%

2014-15 Fall-Spring	Includes Mid-Year Students		Matched Students Only (BOY – EOY)			
	Count	Skills Improved	Matched	Maintained Benchmark	Advanced 1or More Levels	Made More than 1 Years Growth
Kindergarten	20	80%	20	20%	35%	60%
1 st Grade	55	91%	45	38%	11%	51%
2 Grade	67	96%	58	40%	24%	64%
3rd Grade	69	93%	66	45%	14%	62%
Total	211	92%	189	39%	19%	60%

2015-16 Fall-Spring	Includes Mid-Entry		Matched Students Only (BOY -EOY)			
	Count	Skills Improved	Matched	Maintained Benchmark	Advanced 1or More Levels	Made More than 1 Years Growth
Kindergarten	4	75%	4	50%	50%	50%
1 st Grade	60	97%	55	36%	16%	56%
2 Grade	70	97%	62	42%	23%	65%
3rd Grade	72	96%	70	74%	6%	81%
Total	206	96%	191	53%	16%	69%

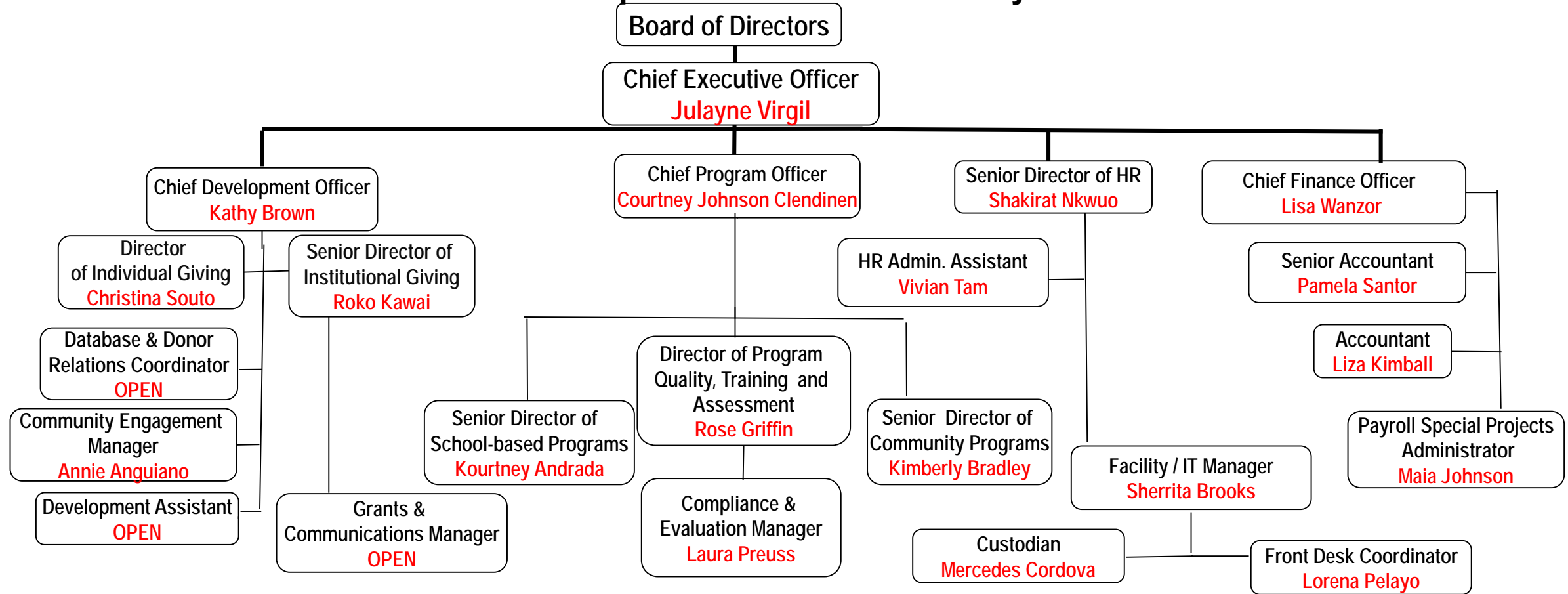
2016-17 Fall-Spring	Count of Students with Full Scores	Skills Improved	Maintained Benchmark	Advanced 1 or More Levels	Made More than 1 Years Growth*
Kindergarten	14	100%	21%	86%	43%
1 st Grade	63	97%	30%	78%	79%
2 Grade	48	98%	25%	27%	81%
3rd Grade	60	97%	21%	40%	63%
Total	185	97%	25%	53%	72%

2017-18 Fall-Spring	Count of Students with Full Scores	Skills Improved	Maintained Benchmark	Advanced 1 or More Levels	Made More than 1 Years Growth*
Kindergarten	22	100%	21%	23%	50%
1 st Grade	57	97%	16%	44%	49%
2 Grade	61	85%	39%	33%	54%
3rd Grade	70	93%	21%	54%	81%
Total	210	93%	23%	44%	61%

2018-19 Fall-Spring	Count of Students with Full Scores	Skills Improved	Maintained Benchmark	Advanced 1 or More Levels	Made More than 1 Years Growth*
Kindergarten	49	100%	12%	22%	63%
1 st Grade	88	90%	17%	35%	56%
2 Grade	110	90%	25%	17%	56%
3rd Grade	131	92%	31%	24%	72%
Total	378	92%	24%	22%	62%

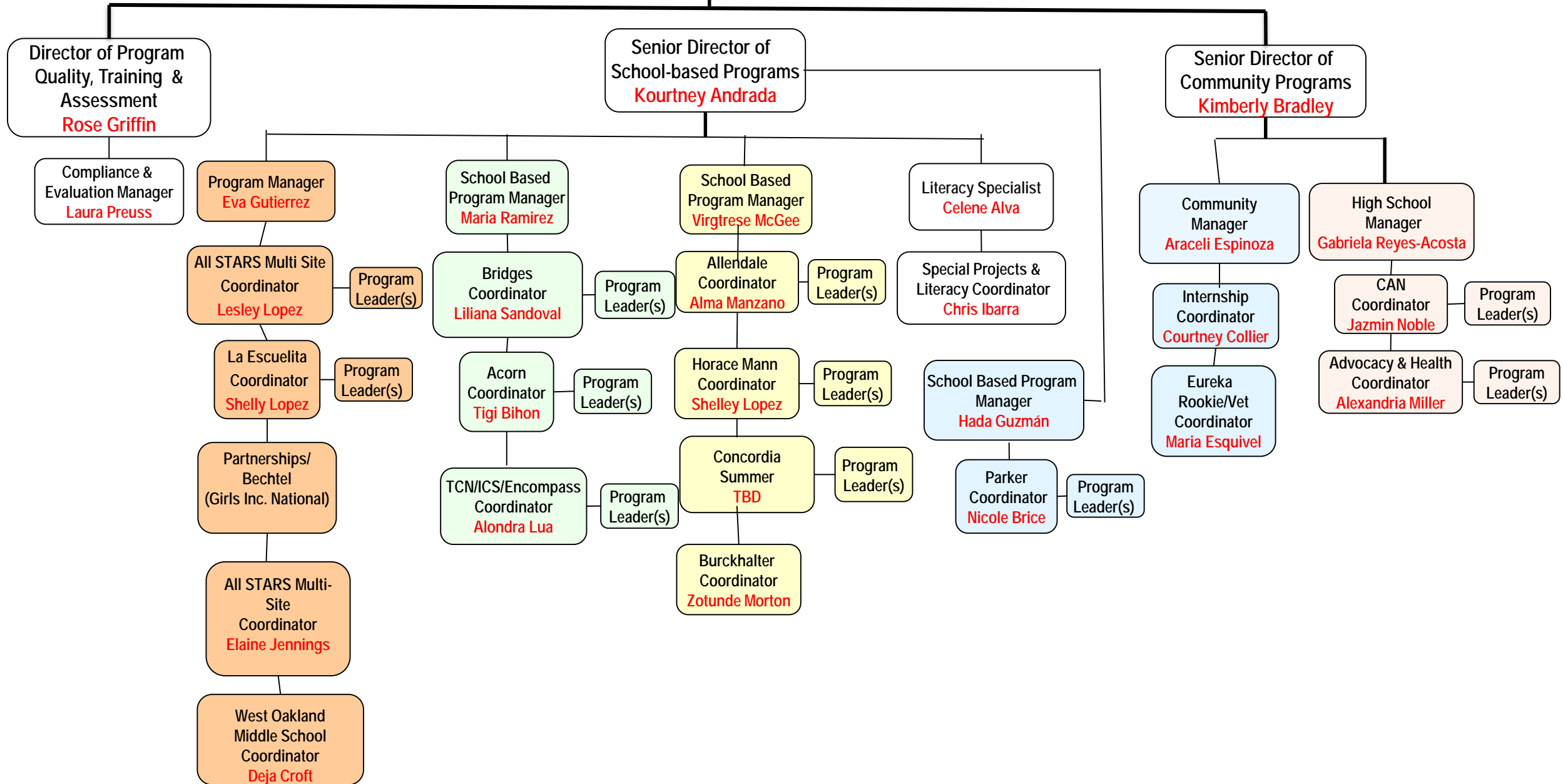
2019-20 Fall-Winter	Count of Students with Full Scores	Skills Improved	Maintained Benchmark	Advanced 1 or More Levels	Made More than 1 Years Growth*
1 st Grade	47	100%	40%	21%	21%
2 Grade	51	95%	44%	12%	23%
3rd Grade	60	100%	31%	7%	22%
Total	158	98%	38%	13%	22%

Girls Incorporated of Alameda County



Girls Incorporated Of Alameda County

Chief Program Officer
Courtney Johnson Clendinen





U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

DISTRICT DIRECTOR

P. O. Box 36050
San Francisco 1, California
July 23, 1964

IN REPLY REFER TO
Form 2954
Code 414

A:F:PEO:RP:7307

SF-EO-64-202

PURPOSE

Charitable

FORM 990A REQUIRED

YES NO

ACCOUNTING PERIOD END-
ING June 30

San Leandro Girl's Club
1245 147th Avenue
San Leandro, California

Mesdames:

Based upon the evidence submitted, it is held that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code, as it is shown that you are organized and operated exclusively for the purpose shown above. Any questions concerning taxes levied under other subtitles of the Code should be submitted to us.

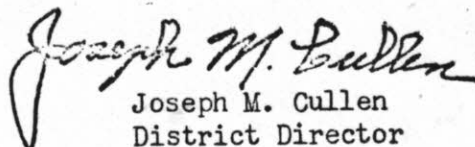
You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code and are required to file Form 990-T for the purpose of reporting unrelated business taxable income. Any changes in your character, purposes or method of operation should be reported immediately to this office for consideration of their effect upon your exempt status. You should also report any change in your name or address. Your liability for filing the annual information return, Form 990A, is set forth above. That return, if required, must be filed after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such Act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office.

This is a determination letter.

Very truly yours,


Joseph M. Cullen
District Director



Advisors

SNAPSHOT

Current period ending April 30, 2021

ACCOUNT NAME: GIRLS INCORPORATED OF ALAMEDA
COUNTY ATTN: LISA WANZOR

ACCOUNT NUMBER: XXXX-XXXX

Your Financial Advisor:
SCOTT P BOWHAY 1036 COUNTRY CLUB DR
Phone: 415-508-4728 STE 206
MORAGA, CA 94556

If you have more than one account with us, why not link them and receive summary information for your entire household? Contact Your Financial Advisor for more details.

Message from Our Firm

ONLINE ACCESS AND ELECTRONIC DELIVERY: STAY CONNECTED WITH YOUR ACCOUNTS AND OUR LATEST MARKET COMMENTARY. YOU CAN ALSO GET ELECTRONIC DELIVERY OF YOUR ACCOUNT DOCUMENTS. SIGN UP TODAY AT [WELLSFARGOADVISORS.COM/ENROLL](https://wellsfargoadvisors.com/enroll).

GIRLS INCORPORATED OF ALAMEDA
COUNTY ATTN: LISA WANZOR
SIMPSON CENTER FOR GIRLS
510 16TH STREET
OAKLAND CA 94612

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- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
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General instructions and disclosures

About this statement

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Trade date statement and trade details: All activity and positions on this statement are shown as of the date a trade is entered on the brokerage trading system (i.e., the trade date). Proceeds from the sale of securities and costs for the purchase of securities are not transacted through your account until the actual settlement date of the trade. The time of the transactions, the name of the buyer or seller, and the source and amount of any commission or fee will be furnished upon written request.

Pricing of securities: Securities prices on your statement may vary from actual liquidation value. Prices are provided by outside quotation services which we believe are reliable but due to the nature of market data the accuracy cannot be guaranteed. In the absence of such pricing, prices are estimated by WFCS using available information and its judgment. Such estimates may not reflect actual trades and do not reflect a commitment by the firm to buy or sell at those prices. Securities listed on a national exchange are priced as of the close of the statement period. Unlisted shares may be valued at the current best published "bid-price", and, if none exists, the last reported transaction if occurring within the last 45 days. Prices of securities not actively traded may not be available and are indicated by "N/A." Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, if less actively traded, by utilizing a yield-based matrix system to arrive at an estimated market value. Listed options are priced based on the closing "bid-ask" prices and the last reported trade. Mutual fund shares are priced at net asset value. Shares of direct participation program (DPP) and real estate investment trust (REIT) securities that are not listed on a national exchange are generally illiquid. Because no trading market exists for these investments, their values are estimated. Unless otherwise indicated, the values shown for DPP and REIT securities have been provided by the management of each program and represent that management's estimate of the investor's interest in the net assets of the program. See statement sections for additional pricing information. Prices for hedge funds and certain managed futures funds are provided on a month delay basis. Other managed futures funds may be priced more frequently. Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model. The sale or redemption price of your securities may be higher or lower than the prices shown on your statement. For an actual quote, contact the individual servicing your account.

Estimated annual income/yield: Estimated Annual Income (EAI), when available, reflects the estimated amount you would earn on a security if your current position and its related income remained constant for a year. Estimated Annual Yield (EAY), when available, reflects the current estimated annual income divided by the current value of the security as of the statement closing date. EAI and EAY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EAY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate. The information used to derive these estimates is obtained from various outside vendors; WFCS and Wells Fargo Advisors Financial Network, LLC are not responsible for incorrect or missing estimated annual income and yields. Past performance is not a guarantee of future results.

Income summary: The Income summary displays all income as recorded in the tax system as of period end date. The totals in the Cash flow snapshot may not match the totals in the Income snapshot due to reclassifications or other corrections made in the tax system. Remember, you may have certain products that are not included in these figures and whose income is only available on the tax forms sent to you at year-end. Reclassifications and other tax reporting requirements may alter these numbers both during and after year end. You should rely only on tax reporting documents. Contact your tax advisor if you have any questions about the tax consequences of your brokerage activity.

Texas designation: If you are a resident of Texas who has purchased mutual fund shares, you may designate a representative to receive notification to assist in avoiding escheatment of assets in your investment account to the State of Texas. The designated representative does not have any rights to your account. Please use the Texas Unclaimed Property link (<https://claimit.texas.org/>) to access the Designation of Representative for Notice Request form which you may complete and return to us at **ATTN: H0006-08K, 1 N. Jefferson Ave, St. Louis, MO 63103** or return by email at clientcontact@firstclearing.com.

Tax reporting: We are required by federal law to report annually to you and to the Internal Revenue Service (IRS) on Form(s) 1099 interest income, dividend payments and sales proceeds including cost basis information for applicable transactions credited to your account.

About your rights and responsibilities

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Investment objectives/Risk tolerances: Please inform us promptly of any material change that might affect your investment objectives, risk tolerances or financial situation, or if you wish to impose or change any reasonable restrictions on the management of your account. A copy of the Investment Advisory Services Disclosure document is available without charge upon request. Please contact the individual denoted on the front of your statement to update your information and to receive a copy of this document.

Option accounts: Pursuant to FINRA Rule 2360, option assignment notices are randomly allocated by an automated process amongst all client short option positions that are subject to exercise, including positions established on the day of assignment. Transaction confirmations that were previously furnished to you provides information on commissions and other charges related to your option transaction executions. Details of our random allocation procedures and copies of transaction confirmations are available upon request.



Advisors

SNAPSHOT

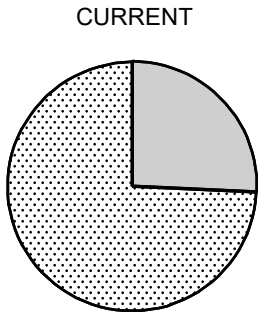
GIRLS INCORPORATED OF ALAMEDA
COUNTY ATTN: LISA WANZOR

APRIL 1, 2021 - APRIL 30, 2021
ACCOUNT NUMBER: xxxx-xxxx

Progress summary

	THIS PERIOD	THIS YEAR
Opening value	\$2,324,914.79	\$2,274,789.49
Cash deposited	0.00	50,000.00
Securities deposited	0.00	0.00
Cash withdrawn	0.00	0.00
Securities withdrawn	0.00	0.00
Change in value	43.06	168.36
Closing value	\$2,324,957.85	\$2,324,957.85

Portfolio summary



ASSETS	ASSET TYPE	PREVIOUS VALUE ON MAR 31	%	CURRENT VALUE ON APR 30	%	ESTIMATED ANN. INCOME
	Cash and sweep balances	600,099.67	25.81	600,104.60	25.81	60
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
	Fixed income securities	0.00	0.00	0.00	0.00	0
	Mutual funds	1,724,815.12	74.19	1,724,853.25	74.19	517
	Asset value	\$2,324,914.79	100%	\$2,324,957.85	100%	\$577

SNAPSHOT

GIRLS INCORPORATED OF ALAMEDA
COUNTY ATTN: LISA WANZOR

APRIL 1, 2021 - APRIL 30, 2021
 ACCOUNT NUMBER: xxxx-xxxx

Cash flow summary

	THIS PERIOD	THIS YEAR
Opening value of cash and sweep balances	\$600,099.67	
Income and distributions	43.06	168.36
Electronic funds transfers	0.00	50,000.00
Net additions to cash	\$43.06	\$50,168.36
Securities purchased	-38.13	-148.79
Net subtractions from cash	-\$38.13	-\$148.79
Closing value of cash and sweep balances	\$600,104.60	

Income summary *

	THIS PERIOD	THIS YEAR
TAXABLE Money market/sweep funds	4.93	19.57
Ordinary dividends and ST capital gains	38.13	110.67
Total taxable income	\$43.06	\$130.24
Total federally tax-exempt income	\$0.00	\$0.00
Total income	\$43.06	\$130.24

* Certain distributions made in the current year are reported as prior year income according to IRS regulations. This may cause a difference between Cash Flow and Income Summary totals.



Advisors

SNAPSHOT

**GIRLS INCORPORATED OF ALAMEDA
COUNTY ATTN: LISA WANZOR**

APRIL 1, 2021 - APRIL 30, 2021
ACCOUNT NUMBER: xxxx-xxxx

Your Financial Advisor

SCOTT P BOWHAY
Phone: 415-508-4728

1036 COUNTRY CLUB DR
STE 206
MORAGA, CA 94556

Please visit us at: www.wellsfargoadvisors.com

Account profile

Full account name:	GIRLS INCORPORATED OF ALAMEDA COUNTY ATTN: LISA WANZOR
Account type:	Standard Brokerage
Brokerage account number:	4181-9193
Tax status:	Non-Profit
Investment objective/Risk tolerance:*	MODERATE GROWTH & INCOME
Time horizon:*	LONG TERM (10+ YEARS)
Liquidity needs:*	MODERATE
Cost Basis Election:	First in, First out
Sweep option:	STANDARD BANK DEPOSIT

*For more information, please visit us at: www.wellsfargoadvisors.com/disclosures

For your consideration

Go paperless. Accessing your account documents online is easy, secure, and costs nothing. Sign on to wellsfargoadvisors.com with your Access Online Username and Password, select **Statements & Docs**, and then click on the **Delivery Preferences** Quick Link. Choose **Electronic Delivery** to go paperless or select specific account documents for electronic delivery. If you do not have a Username and Password, visit wellsfargoadvisors.com/signup or call 1-877-879-2495 for enrollment assistance.

Document delivery status

Email Address: LWANZOR@GIRLSINC-ALAMEDA.ORG

	Paper	Electronic
Statements:	X	
Trade confirmations:	X	
Tax documents:	X	
Shareholder communications:		X
Other documents:		X

**GIRLS INCORPORATED OF ALAMEDA
COUNTY ATTN: LISA WANZOR**

APRIL 1, 2021 - APRIL 30, 2021
ACCOUNT NUMBER: xxxx-xxxx

Portfolio detail

Cash and Sweep Balances

Sweep Balances - You have the right, in the course of normal business operations, to withdraw balances in the Bank Deposit Sweep Program(s) or redeem shares of the money market mutual fund used in the sweep, subject to any open commitments in any of your accounts and have the proceeds returned to your accounts or remitted to you. Note, however, that as required by federal banking regulations, the banks in the Bank Deposit Sweep Program(s) reserve the right to require seven days prior notice before permitting a transfer out of the Bank Deposit Sweep Program(s). In addition, the money market mutual funds in the sweep reserve the right to require one or more day's prior notice before permitting withdrawals.

Standard Bank Deposit Sweep - Consists of monies generally first held at Wells Fargo Bank, N.A. and (if amounts exceed \$250,000) at one or more Wells Fargo affiliated banks.

Expanded Bank Deposit Sweep - Consists of monies held at Wells Fargo Bank, N.A. unless indicated otherwise on our public website and (if amounts exceed \$250,000) at one or more Wells Fargo affiliated or nonaffiliated banks.

Brokered Liquid Deposit - Consists of monies held at one or more nonaffiliated and Wells Fargo affiliated banks.

Assets in the Bank Deposit Sweep Program and Brokered Liquid Deposit are not covered by SIPC, but are instead eligible for FDIC insurance of up to \$250,000 per depositor, per institution, in accordance with FDIC rules. For additional information, please contact Your Financial Advisor.

DESCRIPTION	ANNUAL PERCENTAGE YIELD EARNED*	CURRENT MARKET VALUE	ESTIMATED ANNUAL INCOME
STANDARD BANK DEPOSIT	0.010	600,104.60	60.00
Interest Period 04/01/21 - 04/30/21			
Total Cash and Sweep Balances		\$600,104.60	\$60.00

* APYE measures the total amount of the interest paid on an account based on the interest rate and the frequency of the compounding during the interest period. The annual percentage yield earned is expressed as an annualized rate, based on a 365 day year.

Bank Deposit Allocation

Monies on deposit at each bank are eligible for FDIC insurance of up to \$250,000 per depositor, per bank in accordance with FDIC rules. In those instances where deposit balances exceed the maximum FDIC insurance limits, those deposits will be uninsured. Deposits at each bank are not held in your securities brokerage account and therefore not covered by SIPC. Settlement timing differences will cause balances displayed in this section to vary from those indicated in the Portfolio detail section due to activity that occurs after 2pm ET on the last business day of the month. For additional information, please contact Your Financial Advisor.

DESCRIPTION	CURRENT VALUE	AS OF VALUE DATE
WELLS FARGO NATIONAL BANK WEST	248,002.06	04/30
WELLS FARGO BANK, N.A.	352,102.54	04/30
Total Bank Deposits	\$600,104.60	



Advisors

GIRLS INCORPORATED OF ALAMEDA COUNTY ATTN: LISA WANZOR

APRIL 1, 2021 - APRIL 30, 2021 ACCOUNT NUMBER: xxxx-xxxx

Mutual Funds

Open End Mutual Funds

Open End Mutual Fund shares are priced at net asset value. Estimated Annual Income and Yield refer to Dividends and Interest Income only, and typically do not reflect Total return.

DESCRIPTION	QUANTITY	CURRENT PRICE	CURRENT MARKET VALUE	ESTIMATED	
				ANNUAL INCOME	ANNUAL YIELD (%)
JP MORGAN US GOVERNMENT MONEY MARKET FUND INSTL CLASS IJGXX	1,724,853.25000	1.0000	1,724,853.25	517	0.03
Total Open End Mutual Funds			\$1,724,853.25	\$517	0.03
Total Mutual Funds			\$1,724,853.25	\$517	0.03

Activity detail

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT	CASH AND SWEEP BALANCES
04/01				BEGINNING BALANCE			600,099.67
04/01	Cash	DIVIDEND		JP MORGAN US GOVERNMENT MONEY MARKET FUND INSTL CLASS 033121 1,724,815.12000 AS OF 3/31/21		38.13	
04/01	Cash	REINVEST DIV	38.13000	JP MORGAN US GOVERNMENT MONEY MARKET FUND INSTL CLASS REINVEST AT 1.000		-38.13	600,099.67
04/30	Cash	INTEREST		STANDARD BANK DEPOSIT 043021 600,099		4.93	600,104.60

Cash sweep activity

Our Cash Sweep program allows you to earn a return on the idle cash balances in your account by automatically investing such balances into one of our cash sweep options. These 'sweep transactions' may represent a net amount for the day and occur on settlement date. The following section displays transfers into and out of your sweep option. Transactions displayed here are Transfer To, Transfer From and Reinvested Dividends and Interest. These transaction amounts are not included in your cash flow summary.

DATE	TRANSACTION	DESCRIPTION	AMOUNT	DATE	TRANSACTION	DESCRIPTION	AMOUNT
04/01		BEGINNING BALANCE	600,099.67	04/30		ENDING BALANCE	600,104.60
04/30	REINVEST INT	STANDARD BANK DEPOSIT	4.93				

**GIRLS INCORPORATED OF ALAMEDA
COUNTY ATTN: LISA WANZOR**

APRIL 1, 2021 - APRIL 30, 2021
ACCOUNT NUMBER: xxxx-xxxx

Specific instructions and disclosures

Income on non-reportable accounts

Your income summary is categorized into taxable and tax-exempt income based upon the securities that you hold. Please be aware that, since this is a 1099 non-reportable account, this income will NOT be reported to the IRS, but is being provided to you for informational purposes only.

Girls Inc. Lead School Site Coordinator JOB ANNOUNCEMENT

TITLE: Lead School Site Coordinator
DEPARTMENT: Elementary Department
CLASSIFICATION: Regular Full-time 40 Hours per Week
REPORTS TO: Elementary Program Manager
FLSA STATUS: Exempt
SALARY: DOE + Fringe Benefits
SUPERVISES: 6 Program Leaders and Program Assistant
POSITION AVAILABLE: ASAP

APPLICATION DEADLINE: Until Filled

SCOPE AND CHALLENGES

Girls Inc. seeks a full-time Elementary Site Coordinator with excellent skills to coordinate and deliver a model after school program for 100-115 elementary students in Oakland. The coordinator will oversee a daily after school academic and enrichment program that allows students the opportunity to explore diverse, engaging, culturally and developmentally appropriate activities designed to meet physical, social and cognitive needs of all students in a gender specific environment.

PRIMARY RESPONSIBILITIES

- ! Coordinate and deliver all services and supports as listed above.
- ! Work collaboratively with school day staff, program staff and volunteer staff to identify, recruit, and provide services to 100-120 students in grades K-5.
- ! Ensure quality programs and instruction by supporting and overseeing activity and lesson plans of the Group Leaders.
- ! Train and supervise Group Leaders to deliver after-school programming, including Youth Development practices, Social-Emotional Learning practices, Positive Behavior Intervention and Support strategies, literacy strategies and behavior management in a gender specific setting using a trauma-informed approach.
- ! Ensure quality programs and instruction by supporting and aligning facilitation and lesson plans of the Group Leaders to the program goals and objectives.
- ! Assist in the implementation of Common Core and Youth Development practices in the literacy curriculum and program facilitation.
- ! Ensure the safety of all students and staff by complying with and implementing the sites' Emergency Policies and Procedures.
- ! Track and report program enrollment and attendance daily into Cityspan.
- ! Ensure staff implement program design and curriculum changes as directed by the Literacy Specialist and Program Manager.
- ! Support Manager and Literacy Specialist in the administration and collection of evaluation tools and literacy assessments.
- ! Work closely with Program Manager to ensure high quality community events for students, families and school personnel.
- ! Prepare effective written and printed materials that support the after school community.
- ! Participate in staff development, consultation, training, and team meetings.
- ! Build and strengthen school site relationships through regular meetings with school staff and after school partners to ensure program is operating effectively and is aligned with the school day.
- ! Attend SST, IEP meetings, and other meetings that concern students enrolled in the after school program at the school site.
- ! Attend OUSD & OFCY Coordinator meetings and trainings monthly and as assigned.
- ! Understand, train and implement the Weikart Center Youth Program Quality Assessment tool including (but not limited to): attending YPQA related meetings/trainings, coaching staff in utilizing the tool, completing Program Quality Assessments, use of reporting software, creating and implementing goals and objectives.



- ! Coordinate after school collaboratives at relevant school sites, complying with contract requirements for programming, attendance and other areas as needed.
- ! Assist Program Manager in budgeting process and tracking including the purchasing and inventory of program supplies
- ! Perform other duties as assigned.

ESSENTIAL KNOWLEDGE AND SKILL REQUIREMENTS

- ! Bachelor's degree preferred (Meet OUSD requirement of a minimum of 48 college units).
- ! Bilingual (Spanish/English) desired.
- ! Ability to motivate, excite and spark curiosity and well-being in students.
- ! Ability to inspire and motivate staff as well as build and manage a team.
- ! Knowledge and experience in literacy development, gender specific, youth development and after-school or educational settings desired.
- ! Experience supervising staff, including the ability to coach group leaders.
- ! Knowledge of and commitment to designing gender-centered academic programs.
- ! Experience working with parents and supporting parents' involvement in their children's development and education.
- ! Knowledge and experience bringing multi-cultural curriculum to the after school environment highly desirable.
- ! 2 years experience working with elementary school-age youth representing diverse cultures, ethnicities, and abilities.
- ! Extensive experience working in communities representing diverse cultures, ethnicities, languages and abilities.
- ! Experience and enthusiasm for supporting intensive volunteer involvement
- ! Ability to communicate effectively orally, auditory, visually, in writing and via computer with youth, teachers, caregivers, coworkers, and volunteers
- ! A valid California Drivers License, access to a reliable vehicle and proof of automobile liability insurance with minimum policy requirements as established by Girls Inc.
- ! Proficiency in Ms Office suite applications
- ! Department of Justice clearance based on fingerprinting submission
- ! Proof of TB test within the last four years
- ! 2 years equivalent college credit or IA Exam
- ! CPR/First Aid Certification
- ! Ability to bend, lift, move up to 15 lbs

BENEFITS: Employer pays standard medical plan and provides vacation, sick, and holiday pay.

OTHER BENEFITS AVAILABLE: Dental, Voluntary Life, Vision, and Long-term disability available at the employee's expense and the ability to participate in the 403(B) and Flexible Savings Account.

HOW TO APPLY: Send cover letter and resume to kourtney andrada, Director of School Based Programs, kandrada@girlsinc-alameda.org

Girls Incorporated of Alameda County is an Equal Employment Opportunity Employer



Inspiring all girls to be strong, smart, and bold™

CONTACT US
 (510) 357-6515
www.girlsinc-alameda.org
info@girlsinc-alameda.org

Girls Inc. Elementary Program Leader JOB ANNOUNCEMENT

TITLE: Elementary Program Leader

DEPARTMENT: School-Based Program Department

CLASSIFICATION: Regular Part-time 26 Hours per Week

REPORTS TO: School-Based Program Coordinator

FLSA STATUS: Exempt

SALARY: \$16.00 per hour + Fringe Benefits

SUPERVISES: None

POSITION AVAILABLE: July 26, 2021

APPLICATION DEADLINE: Until Filled

SCOPE AND CHALLENGES

The Elementary Program Leader is a creative, flexible, and fun professional able to teach a diverse array of concepts, and able to communicate with both students and adults. Above all, this person has the enthusiasm and ability to learn how to deliver curriculum, spark curiosity, creativity and confidence in all students. The Elementary Program Leader is responsible for and delivering high quality academic and enrichment instruction in person and/or virtually for up to 20 students in gender-specific afterschool classes for the 2020-2021 school year. The delivery model and time of day may be adjusted based on recommendations and requirements from the school district and/or local public health departments.

The Program is a literacy and enrichment program that provides an hour of literacy instruction and homework support daily, with other hands-on enrichment activities. Program Leaders deliver a dynamic and structured after-school program for K-5th grade youth to build their skills and interest in literacy and their love of reading.

MAJOR DUTIES AND RESPONSIBILITIES

- ! Plan, modify and deliver daily literacy and enrichment lessons to meet program goals for up to 20 students.
- ! Create a safe, respectful youth development-based learning environment.
- ! Review weekly lesson plans with the Program Site Coordinator prior to delivery.
- ! Deliver creative and engaging projects to enhance students' learning.
- ! Deliver lesson plans that are culturally relevant for a diverse population of students.
- ! Implement lessons aligned with the Common Core State Standards, Youth Development and Trauma Informed practices.
- ! Organize in person or virtual classroom to facilitate independence, leadership and self-control in students.
- ! Participate in mandatory weekly staff development, consultation, training, and team meetings.
- ! Participate in quarterly in person or virtual evening or weekend events with participants and their families.
- ! Work closely with Program Site Coordinator and school staff to track participants' progress.
- ! With support, use data to inform academic instruction, literacy activities and small group instruction
- ! Support adult and teen volunteers.
- ! Work as a team member with Program Site Coordinator, Program Manager, and other Program Instructors.
- ! Communicate regularly with families, teachers, and volunteers.
- ! Maintain organization of physical or virtual classroom and communal supplies and paperwork.
- ! Effectively utilize prep time to prepare for activities and classroom observations.
- ! Perform other duties as assigned in person or in virtual workspace.

**girls
inc.**

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of Alameda County

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Qualifications

- ! A desire to support students in improving their skills and interest in literacy and academic enrichment subjects.
 - ! Experience working and/or volunteering with elementary-age students.
 - ! Experience with diverse families and communities.
 - ! A desire to work in gender responsive programs
 - ! Commitment of at least through the 2020-2021 school year (August 1, 2020 – May 31, 2021).
 - ! Effective verbal and written communication skills necessary to work with children, teachers and volunteers.
 - ! Ability to spark curiosity, creativity, and confidence in students.
 - ! Ability to manage up to 20 students in a safe, respectful environment.
 - ! Open to gaining new knowledge and skills.
 - ! Basic computer skills
 - ! Ability to bend, lift, and move up to 20 lbs.
 - ! Employment is contingent upon showing proof of 48 college units or passing the Instructors Aide test.
 - ! Department of Justice clearance based on fingerprinting submission
 - ! Proof of TB test within the last four years
 - ! Bilingual Spanish/English preferred.
-
- ! Supervise Program volunteers.
 - ! Prepare written and printed materials that support the after-school program and community.
 - ! Participate in staff development, consultation, training, and department meetings as well as plan and implement ongoing supervisions and meetings for Program Leaders.

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Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256521944
Jan. 30, 2020 LTR 4168C 0
94-1558073 000000 00

00010200
BODC: TE

GIRLS INCORPORATED OF ALAMEDA
COUNTY
510 16TH STREET
OAKLAND CA 94612

Employer ID number: 94-1558073
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Jan. 23, 2020, about your tax-exempt status.

We issued you a determination letter in July 1964, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

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

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

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

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

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

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

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

021250

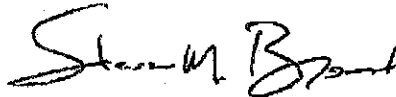
0256521944
Jan. 30, 2020 LTR 4168C 0
94-1558073 000000 00
00010201

GIRLS INCORPORATED OF ALAMEDA
COUNTY
510 16TH STREET
OAKLAND CA 94612

time).

Thank you for your cooperation.

Sincerely yours,



Steve M. Brown, Operations Manager
Operations 3-CIN

Dr. Shirley N. Weber
California Secretary of State

Business Search - Results







The California Business Search is updated daily and reflects work processed through Wednesday, May 26, 2021. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on requesting a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

Results of search for Corporation Name keyword "Girls Incorporated of Alameda County" returned 1 entity record (out of 1 record found).

Show entities per page

Narrow search results:

Entity Number 	Registration Date 	Status 	Entity Name 	Jurisdiction 	Agent for Service of Process 
C0393900	04/01/1960	ACTIVE	<u>GIRLS INCORPORATED OF ALAMEDA COUNTY</u>	CALIFORNIA	JULAYNE VIRGIL

Showing 1 to 1 of 1 entities

[Previous](#) [1](#) [Next](#)

[Modify Search](#)

[New Search](#)

Girls Inc. of Alameda County
Board of Directors
July 2020 – June 2021



OFFICERS

President

Robin Evitts

Partner and Chief Operating Officer,
Reach Partners LLC

Vice President

Lisa Gross

Head of HR, Fitbit at Google

Treasurer

Charmaine Clay

Retired, Financial Services

Secretary

Melvin Harrison

Retired, Commercial Real Estate

Board Member Emerita

Lois De Domenico

Philanthropist

Board Member Emeritus

Glenn Voyles

Retired, Investment Management

MEMBERS

Marcia Argyris

Retired Foundation Professional

Julie Baeder

Retired, Investment Management

Joy Chen

Co-Founder and CEO, Pure Culture Beauty

Ericka Curls Bartling

Principal, Curls Bartling, P.C.

Rick da Silva

Partner, LOH Realty & Investments and
Wellington Property Company

Sharon Davidson

Retired, Corporate Finance Manager

Linh Doan Vo

SVP, Corporate Controller, Zumper
and Girls Inc. Alumna

LaShonda Griffin

VP, Senior Broker, Aon Risk Services

Sheena Jain

Co-Founder, PossibleSF

Aisha Kelly-Vong

Director, Global Customer Success Strategy -
Salesforce

Kerrie Lenhart Hogan

Director of Business Development,
Google Health

Cecilia Mansilla

Principal, Ernst & Young, LLP

Jennifer Miller, M.D.

Pediatrician, East Bay Pediatrics

Tami Munns

SVP, Corporate Services-Staffing,
Robert Half International

Ije-Enu Udeze Nwosu

Head of Impact Spending, Kaiser Permanente

Marti Pozzi

Partner, Revenue Growth Services, Embedded
Sales Leadership, Altus Alliance

Rhonda Ramlo

Vice President, General Manager Partnership,
Strategy & Growth, The Clorox Company

Vince Stewart

Executive Director, California STEM Network,
Children Now

Gabrielle Tierney

Principal, Tierney Consulting Group

David Valdez

Realtor, Compass

Noël Wise

Judge, Alameda County Superior Court

Julayne Virgil

CEO, Girls Inc. of Alameda County



**Board Meeting Minutes
October 7, 2020**

Meeting called to order by Joy Chen at 4:31 PM

Attendee		
Aisha Kelly-Vong	Julie Baeder	Nöel Wise
Charmaine Clay	Kerrie Lenhart Hogan	Sharon Davidson
David Valdez	LaShonda Griffin	Sheena Jain
Ericka Curls Bartling	Linh Doan Vo	Rhonda Ramlo
Gabrielle Tierney	Lisa Gross	Rick da Silva
Glenn Voyles	Marcia Argyris	Rosie Torres
Ije Nwosu	Marti Pozzi	Tami Munns
Joy Chen	Mel Harrison	

Non-Attendees:		
Cecilia Mansilla	Jennifer Miller	Vince Stewart
Janet Loduca	Robin Evitts	

Staff:		
Courtney Johnson Clendinen	Lisa Wanzor	Shakirat Nkwuo
Kathy Brown	Rebecca Cannon	

Guest:
N/A

CEO:
Julayne Virgil

Minutes:
Julayne Virgil

Joy Chen – Call to Order, Welcome & Opening Remarks

Joy welcomed everyone, explained that Robin was unable to be in attendance, and called the meeting to order.

Governance Committee

Lisa Gross welcomed our four new board members: Aisha Kelly Vong, LaShonda Griffin, Sharon Davidson, and Sheena Jain and shared that for the first time our board orientation was conducted through a virtual meeting. Lisa also shared the news that Janet Loduca was departing the board after nine years as she was moving to Canada. Julayne shared Janet’s contributions through the years including co-founding Women of Impact, co-chairing Taste (gala), and co-chairing the Strategy & Planning Committee.

Board Connection Breakout

We tried a new format where the board broke out into smaller groups to increase connection with each other during the meeting and checked in on what new aspects from we all experienced from Sheltering in Place that were positive that we wanted to keep in our lives.

Consent Agenda Minutes from August 5, 2020 Board Meeting

Joy asked for approval of the consent agenda. Motion for approval, and seconded. Motion approved.

Development Committee

The Girls Rise Gala at Home will take place on Friday evening October 23. The Development Committee and the Development team are working on creating an engaging event. Marcia Argyris and Kathy Brown walked through the event and what board members, sponsors, and their guests could expect: party kits arriving the day before with text confirmation of the window of time, and as they logged in virtual private meeting rooms filled with their own guests to start. As meeting rooms closed, participants would head into a program with live feed from the Simpson Center for Girls, interspersed with speeches from Julayne, an interview with alumna Katherine Sarafian, and speeches and performances from three additional alumnae, followed by a Fund a Future (no auction). Marcia and Kathy encouraged inviting as many people as possible since the event is not bound by space restrictions.

Finance Committee

Charmaine Clay and Lisa Wanzor reviewed the 20-21 budget actuals and reiterated that the 20-21 budget will need to be revisited after we have more clarity about MH operations, the PPP loan forgiveness, and school year program. Finance Committee submitted a motion to approve their report. Motion seconded. Motion approved.

Building Committee

Mel Harrison shared that the roof project would begin shortly. In addition to the replacement of the roof, the project also entails adding exterior security lighting to the garage to deter vandals, replacing entryway carpeting, cleaning the windows, and replacing the sump pump. The Finance Committee added that it was previously decided during a Committee meeting that the cost of the project would be covered by the more restrictive building reserves, as opposed to the operating reserves.

CEO Report

Julayne Virgil shared how we have been asked to take on Burckhalter Elementary due to the current provider's inability to continue on. Unlike last year, we began with remote operations at the beginning of the school year and the Program team is rising to the challenge of recruiting and engaging participants in a virtual environment at the beginning of a school year when relationships are being developed. The schools we are in are leveraging after school resources any time between 9-5 which makes it difficult on our end to plan team meeting time or consultation since not all staff are available at a given time. Additionally, we have five upcoming maternity leaves, including in program leadership, around which we must plan carefully to ensure we don't miss a step when key staff are on leave. The novation is proceeding, albeit slowly, and we believe we are still on track for January 2021. We are currently in conversation with County Counsel with support from a pro bono contract lawyer.

Closing Remarks- Joy Chen

Joy concluded the meeting at 5:43PM allowing everyone to watch the full VP debate ahead of the 2020 election.

Upcoming meetings are December 2nd, 2020 and February 3rd, 2021 from 4:30pm to 6:00 pm via Zoom.



**Board Meeting Minutes
December 3, 2020**

Meeting called to order by Robin Evitts at 4:31 PM

Attendee		
Aisha Kelly-Vong	Joy Chen	Nöel Wise
Cecilia Mansilla	Julie Baeder	Rhonda Ramlo
Charmaine Clay	Kerrie Lenhart Hogan	Rick da Silva
David Valdez	LaShonda Griffin	Robin Evitts
Ericka Curls Bartling	Linh Doan Vo	Rosie Torres
Gabrielle Tierney	Lisa Gross	Sharon Davidson
Glenn Voyles	Marcia Argyris	Sheena Jain
Ije Nwosu	Marti Pozzi	Tami Munns
Jennifer Miller	Mel Harrison	Vince Stewart

Non-Attendees:		

Staff:		
Courtney Johnson Clendinen	Lisa Wanzor	Shakirat Nkwuo
Kathy Brown	Rebecca Cannon	

Guest:
Roy Chou and Helen Vu of Novogradac

CEO:
Julayne Virgil

Minutes:
Julayne Virgil

Robin Evitts – Call to Order, Welcome & Opening Remarks

Robin welcomed everyone and called the meeting to order at 4:30pm.

Board Connection Breakout

The board broke out into smaller groups to increase connection with each other during the meeting and checked in on new Shelter in Place holiday routines.

Consent Agenda Minutes from Oct 7, 2020 Board Meeting

Robin asked for approval of the consent agenda. Julayne noted that the four new board members needed to be added as attendees. Motion for approval, and seconded with that amendment. Motion approved.

Audit Committee

Rick da Silva shared that we have a clean audit. The audit includes our PPP loan, the shift of funds from a general account to mutual funds, and the establishment of the endowment. Roy Chou and Helen Vu shared that the audit is clean again this year. Audit Committee submitted a motion to approve the audit. The motion was seconded and approved. Rick thanked David Valdez and Lisa and the Finance team and the board thanked them as well and Roy and Helen who then exited the call.

Finance Committee

Charmaine Clay reviewed the 20-21 budget actuals, noting that revenue is generally slower in the beginning of the year and then it begins to catch up and the catch up momentum is reflected in the latest actuals. She also walked through the budget revision which we anticipated having to do when we first approved the budget as there were a number of outstanding variables. Now that we have adjusted ASES and OFCY funding and added in the new school we are in, the budget has been revised. The Finance Committee submitted a motion to approve their report and 20-21 budget. Motion seconded. Motion approved.

Governance Committee

Lisa Gross shared that Rosie Torres is rolling off the board after three years, and will continue to support Girls Inc. as a Woman of Impact and at events. Lisa also reviewed highlights from the board survey and fielded questions about the methodology and the takeaways. The Governance Committee will dig deeper but essentially the survey shows that board is in a strong place and that there are some aspects we can review to become even stronger. Lisa informed board members that she will send out a Committee Preference Survey following the meeting.

CEO Report

Julayne Virgil thanked the board for their tremendous support during the calendar year that helped Girls Inc do everything from secure PPP funds to surpass our operating revenue goals so we could invest in our Strategic Plan to secure laptops to distribute to girls in need to create incredible virtual fundraising events. Julayne also thanked each member of the Executive Team for all of the ways that they led their teams to innovate and adapt while maintaining existing supports. We will move forward with novation communications with the understanding that we are on track for an early 2021 transition. We conducted our 19-20 school year program evaluations and Julayne asked Courtney Johnson Clendinen to discuss how we use the findings to inform and direct our training and design efforts. Board members expressed interest in seeing the full report.

Development Committee

Marcia Argyris shared the success of the Girls Rise Gala *@Home*. The event was very well received with a wide reach across several states and countries. The revenue exceeded our goals and the expenses were much lower so we exceeded the net of last year's gala. It has been determined that longer runways are needed to plan so both spring and fall 2021 events will be planned as virtual ones. Revenue actuals overall are lower for foundations but we had a big week this week with about \$650K in pledges and donations come in from major donors. Individuals will likely be the key to support as corporations and foundations waiver a bit. We are currently projecting almost \$50K in revenues beyond the operating goal which would go to support the Strategic Plan.

Closing Remarks- Robin Evitts

Robin concluded the meeting and thanked Julayne for her leadership. The meeting concluded at 6:01PM.

Upcoming meetings are February 3rd, 2021 and April 7, 2021 from 4:30pm to 6:00 pm via Zoom.

June 11, 2021



To Whom it May Concern,

This letter serves to confirm that Girls Inc. of Alameda County is willing and able to perform the commitments contained in the application to be a lead agency for the OUSD After-School Programs office. Girls Inc. is responsible for ensuring that all employees working at OUSD are Fingerprinted and TB tested and we collect documentation from each employee that TB tests are negative. We also ensure that all of our program staff are compliant with education requirements of successfully completing 48 semester college units or passing the Instructional Aide exam. We provide all of our direct service staff with mandated reporter training and a minimum of three hours of professional development training and prep time weekly.

Girls Inc. of Alameda County has a 63-year track record of working with youth to focus on the whole child, their health, well-being, education, and development as a leader. Girls Inc. has partnered with OUSD as a lead site agency for 8 consecutive years and most recently we have built our capacity to support school sites with both in person and virtual programming.

Given our work in economically distressed and under-resourced neighborhoods, we recognize that many of our youth face ongoing exposure to trauma. We are committed to providing a trauma-informed, gender-responsive approach throughout our programs by ensuring our staff are equipped to recognize and respond to youth who have faced trauma. Girls Inc. staff receive ongoing training on a trauma informed approach to working with youth as well as training on Anti-racist and equity driven practices, cultural awareness, youth development, Intentional and Compensatory programming and the Oakland Community.

Girls Inc. supports students' success by helping them master foundational academic skills including literacy, STEM, navigating educational systems and academic persistence. Girls Inc. staff work to intentionally focus on the healthy social-emotional development of all our participants and promote the practice of healthy behaviors and the building of positive relationship with peers and adults. We support our students as they learn to assert and express themselves, develop their self-image, and begin to define their own morals and values.

We look forward to our continued working relationship with OUSD and the other partners

In Community,

A handwritten signature in blue ink, appearing to read "Julayne Virgil".

Julayne Virgil
Chief Executive Officer



Girls Incorporated of Alameda County

**Consolidated Financial Statements with Report of Independent Auditors
June 30, 2020
(with comparative totals for June 30, 2019)**

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Report of Independent Auditors

To the Board of Directors of
Girls Incorporated of Alameda County:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Girls Incorporated of Alameda County, a California nonprofit organization (the "Organization"), which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Girls Incorporated of Alameda County as of June 30, 2020 and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Changes in Accounting Principles

As discussed in Note 2 to the consolidated financial statements, Girls Incorporated of Alameda County adopted changes in accounting principles related to revenue recognition and contributions received. Our opinion is not modified with respect to this matter.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the 2019 consolidated financial statements of Girls Incorporated of Alameda County, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated December 4, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 2, 2020, on our consideration of the Organization'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 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 the Organization's internal control over financial reporting and compliance.

Novogrodac & Company LLP

San Francisco, California
December 2, 2020

GIRLS INCORPORATED OF ALAMEDA COUNTY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2020

(with comparative totals for 2019)

ASSETS	2020	2019
Cash and cash equivalents	\$ 1,883,337	\$ 2,836,883
Grants receivable	655,009	678,427
Accounts receivable	61,551	31,055
Split-interest agreement	161,851	142,552
Employee and other receivables	70,000	45,617
Interest receivable	-	14,040
Prepaid expenses	40,316	42,816
Deposits	6,866	5,866
Investments	3,678,049	180,833
Loans receivable	-	5,615,808
Fixed assets, net	11,445,387	11,873,888
TOTAL ASSETS	\$ 18,002,366	\$ 21,467,785
LIABILITIES AND NET ASSETS		
Accounts payable	\$ 124,154	\$ 93,068
Accrued expenses	438,169	418,209
Notes payable, net of unamortized debt issuance costs	852,462	7,804,274
Total liabilities	1,414,785	8,315,551
Net assets		
Net assets without donor restrictions	14,697,187	12,199,893
Net assets with donor restrictions	1,890,394	952,341
Total net assets	16,587,581	13,152,234
TOTAL LIABILITIES AND NET ASSETS	\$ 18,002,366	\$ 21,467,785

see accompanying notes

GIRLS INCORPORATED OF ALAMEDA COUNTY
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the year ended June 30, 2020
(with comparative totals for 2019)

	Net assets	Net assets	Totals	
	without donor restrictions	with donor restrictions	2020	2019
SUPPORT AND REVENUE				
Government grants	\$ 1,931,122	\$ -	\$ 1,931,122	\$ 2,225,737
Foundation grants	1,709,354	1,490,950	3,200,304	2,117,759
Contributions	1,772,330	132,782	1,905,112	1,861,960
Special events	693,115	38,750	731,865	830,316
Program fees	345,913	-	345,913	340,152
Rental income	87,675	-	87,675	236,288
Miscellaneous income	1,700	-	1,700	4,885
Financing income	-	-	-	16,506
Interest and dividends	16,461	2,912	19,373	4,480
Net realized and unrealized income on investments	(1,455)	5,875	4,420	5,108
Change in value of split-interest agreement	-	19,299	19,299	30,597
Net assets released from restrictions:				
Purpose accomplished or restricted time expired	752,515	(752,515)	-	-
TOTAL SUPPORT AND REVENUE	<u>7,308,730</u>	<u>938,053</u>	<u>8,246,783</u>	<u>7,673,788</u>
EXPENSES				
Program services	5,977,061	-	5,977,061	6,347,303
Management and general	368,461	-	368,461	528,976
Fundraising	654,311	-	654,311	599,154
TOTAL EXPENSES	<u>6,999,833</u>	<u>-</u>	<u>6,999,833</u>	<u>7,475,433</u>
OTHER				
Gain on transfer of equity from consolidation of entities	-	-	-	4,145,753
Cancellation of debt income	2,188,397	-	2,188,397	-
TOTAL OTHER	<u>2,188,397</u>	<u>-</u>	<u>2,188,397</u>	<u>4,145,753</u>
Change in net assets	<u>2,497,294</u>	<u>938,053</u>	<u>3,435,347</u>	<u>4,344,108</u>
Net assets, beginning of year	<u>12,199,893</u>	<u>952,341</u>	<u>13,152,234</u>	<u>8,808,126</u>
Net assets, end of year	<u>\$ 14,697,187</u>	<u>\$ 1,890,394</u>	<u>\$ 16,587,581</u>	<u>\$ 13,152,234</u>

see accompanying notes

GIRLS INCORPORATED OF ALAMEDA COUNTY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
For the year ended June 30, 2020
(with comparative totals for 2019)

	Program Services	Management and General	Fundraising	Totals	
				2020	2019
Salaries	\$ 3,680,235	\$ 200,936	\$ 355,320	\$ 4,236,491	\$ 4,004,476
Employee benefits	530,306	60,725	51,982	643,013	602,837
Program expenses	359,446	2,805	86,061	448,312	622,543
Depreciation	366,780	36,031	25,690	428,501	487,082
Professional fees	172,806	15,001	59,059	246,866	278,387
General office expenses	195,919	16,327	20,991	233,237	405,924
Repair and maintenance	166,449	5,130	17,606	189,185	187,650
Utilities	139,540	12,831	8,020	160,391	148,872
Insurance	118,440	6,654	7,985	133,079	141,721
Information technology support	73,185	5,822	4,158	83,165	79,016
Property tax	69,992	-	-	69,992	68,630
Stipends	40,418	-	-	40,418	53,081
Other expenses	33,006	-	-	33,006	78,128
Printing	5,775	117	16,450	22,342	34,588
Training	14,141	2,514	545	17,200	14,740
Travel	10,623	2,147	444	13,214	18,351
Interest expense	-	1,421	-	1,421	89,481
Facility lease	-	-	-	-	159,926
TOTAL	\$ 5,977,061	\$ 368,461	\$ 654,311	\$ 6,999,833	\$ 7,475,433

see accompanying notes

GIRLS INCORPORATED OF ALAMEDA COUNTY
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the year ended June 30, 2020
(with comparative totals for 2019)

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 3,435,347	\$ 4,344,108
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Interest expense - debt issuance costs amortization	-	31,145
Depreciation	428,501	487,081
Net change in value of split-interest agreement	(19,299)	(30,597)
Net realized and unrealized income on investments	(4,420)	(5,108)
Gain on transfer of equity from consolidation of entities	-	(4,145,753)
Cancellation of debt income	(2,188,397)	-
Changes in operating assets and liabilities:		
Grants receivable	23,418	169,220
Accounts receivable	(30,496)	111,185
Capital campaign pledges	-	55,692
Deferred rent asset - Master Lease	-	71,559
Employee and other receivables	(24,383)	26,183
Interest receivable	14,040	-
Prepaid expenses	2,500	32,791
Deposits	(1,000)	87,940
Accounts payable	31,086	13,656
Accrued expenses	19,960	(103,977)
Net cash provided by operating activities	<u>1,686,857</u>	<u>1,145,125</u>
CASH FLOWS FROM INVESTING ACTIVITY		
Net change in investments	<u>(3,492,865)</u>	<u>5,278</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable	<u>852,462</u>	<u>-</u>
Net (decrease) increase in cash and cash equivalents	(953,546)	1,150,403
Cash and cash equivalents at beginning of year	<u>2,836,883</u>	<u>1,686,480</u>
Cash and cash equivalents at end of year	<u>\$ 1,883,337</u>	<u>\$ 2,836,883</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 1,421</u>	<u>\$ 89,841</u>

see accompanying notes

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

1. Organization

Girls Incorporated of Alameda County ("Girls Inc." or the "Organization"), a nonprofit organization dedicated to inspiring all girls to be strong, smart, and bold, is a local affiliate of the national Girls Inc. organization. Serving 5,059 girls, families, and community members, Girls Inc. provides vital year-round educational programs, enrichment, skill-building opportunities and clinical counseling services at 13 school and community sites in the East Bay. With the onset of COVID-19 in mid-March, all in-person programming shifted to remote programming using distance learning and telehealth technology.

The Organization's proven programs cover every aspect of a girl's development to help her grow into her best self, physically, mentally and emotionally. Girls Inc. constantly evaluates its offerings through continuous quality improvement practices to best fit the changing needs of today's girls.

From early literacy to college prep, Girls Inc. equips girls with the skills and self-confidence to achieve academic success. Girls improve their study habits, sharpen their intellectual curiosity and learn to think and speak for themselves. Debunking the myth that girls cannot excel at math and science, the Organization inspires girls to take on these subjects with hands-on enthusiasm. The girls also enhance their technological fluency and computer skills.

As essential as academics are to a girl's success in life, she also needs to stay physically and mentally healthy. Girls Inc. knows if a girl participates in athletics, she is less likely to drop out of school or abuse drugs and alcohol. Girls Inc.'s year-round fitness programs get girls involved in team sports, swimming and even surfing. The Organization promotes proper nutrition and discusses challenging issues like personal safety, health and sexuality in age-appropriate ways. If a girl needs help, the Girls Inc. Pathways Counseling Center is there for her and her family.

In over sixty years of serving girls in the East Bay, Girls Inc. has watched many of our girls graduate college and begin successful careers. Girls Inc. has been delighted that some of them are choosing to give back by volunteering with Girls Inc., showing the next generation just how far a girl can go if she is strong, smart and bold.

On July 1, 2019, the Organization wholly owned 510 16th Street LLC ("510 16th Street") and Simpson Center for Girls Master Tenant, LLC (Simpson Center MT"). As of June 30, 2020, 510 16th Street and Simpson Center MT have been dissolved.

2. Summary of significant accounting policies and nature of operations

Basis of accounting

The Organization prepares its consolidated financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

The preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

2. Summary of significant accounting policies and nature of operations (continued)

Basis of presentation

Net assets and revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature, which will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Principles of consolidation

The accompanying consolidated financial statements include the assets, liabilities, net assets and financial activities of Girls Inc., 510 16th Street and Simpson Center MT. On July 1, 2019, Girls Inc. consolidated 510 16th Street and Simpson Center MT. As of June 30, 2020, 510 16th Street and Simpson Center MT have been dissolved. As of June 30, 2020, no consolidation is required as a result of the dissolutions.

Cash and cash equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with a maturity of three months or less at the date of acquisition.

The carrying amounts of cash and cash equivalents approximate their fair values.

Change in accounting principle

On July 1, 2019, the Organization adopted new accounting standards that effects the accounting for revenue. The Organization's revenue is mainly derived from grants, contributions, and other income, which are not impacted by these standards. Adopting these standards did not have a significant impact on the consolidated financial statements.

On July 1, 2019, the Organization adopted a new accounting standard, as required by the applicable Accounting Standards Update No. 2018-08, *Not-for-Profit Entities* (Topic 958). This update clarifies and improves the scope and accounting guidance for both contributions received and made in order to assist entities in evaluating whether a transaction is reciprocal (i.e., an exchange transaction) or nonreciprocal (i.e., a contribution), and for distinguishing between conditional and unconditional contributions. The ASU has been applied retrospectively and did not result in any reclassifications to the consolidated financial statements

Concentrations of credit risk

Girls Inc. has identified its financial instruments which are potentially subject to risk as cash, investments and receivables.

The Organization invests in various investment instruments which are driven by a defined investment policy designed to mitigate concentrations of risk in specific investments and industries.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

2. Summary of significant accounting policies and nature of operations (continued)

Concentrations of credit risk (continued)

The Organization invests its cash with various financial institutions. These deposits include amounts over federally insured limits. Investments are diversified in order to limit market risk. Accounts receivables represent primarily unsecured amounts due from federal agencies, other government agencies, foundations, and various organizations and individuals. Girls Inc. maintains an allowance for doubtful accounts at a level considered adequate to cover anticipated credit losses on outstanding receivable balances. The Organization has not previously experienced significant credit losses.

Economic concentrations

Girls Inc. is dependent upon government grants, donations, bequests, and other support from individuals, foundations, and other entities in addition to program fees and contracts. If the level of this support varies, there may be a resulting effect upon the level and types of activities and program services offered by Girls Inc. For the year ended June 30, 2020, government grants, consisting of Federal and Alameda County grants and program revenue represented 22% of Girls Inc.'s revenue; foundation grants represented 31% of Girls Inc.'s revenue; and individual giving represented 18% of Girls Inc.'s revenue. Girls Inc. receives most of its revenue from the San Francisco Bay Area that consists of the following counties: Alameda, Contra Costa, Marin, San Francisco, and San Mateo and from government agencies at the local, county, state, and federal level.

Accounts receivable

Accounts receivable, employee, and other receivables are stated at unpaid balances. Girls Inc. provides for losses on accounts receivable using the allowance method. The allowance is based on historical experience and management evaluation of outstanding receivables. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to ensure that all available means of collecting accounts receivable have been exhausted before write-off procedures are initiated. There was no allowance for uncollectible accounts as of June 30, 2020.

Split-interest agreement

The Organization is a beneficiary of a split-interest agreement that includes a charitable remainder trust. Irrevocable split-interest agreements for the benefit of the Organization are recognized as contributions when the Organization is notified of the existence of the agreement. When the Organization is not named as the trustee, the Organization's share of the remainder interest in the trust's assets is recognized at their fair values, net of the present value of an estimated investment return and any expected payments to the beneficiaries. Any expected payments to beneficiaries are discounted using an instrument with a similar maturity at the date of recognition. Changes in the estimated remainder interest value during the term of the agreement are reported on the consolidated statement of activities.

When the Organization is the trustee, the trust's assets are recognized at their fair values. A liability is also reflected which represents the present value of any expected payments to the beneficiaries which is calculated in the same manner as described in the preceding paragraph. The net changes in the estimated remained interest value and the liability are reported on the consolidated statement of activities.

Upon maturity of a split-interest agreement, valuation differences in asset and liability accounts related to the agreement are recognized as changes in net assets with donor restrictions.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

2. Summary of significant accounting policies and nature of operations (continued)

Investments

Investments in equity and debt securities are reported at their fair values in the statement of financial position as determined primarily by quoted market prices. Investments without quoted market prices are valued based upon management's estimates. Investments received by donation are recorded at fair value at the date of donation. Net realized and unrealized gains or losses are classified as increases or decreases in net assets without donor restrictions, unless their use is restricted by the donor.

The Organization invests in various investments. Investments are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated statement of financial position.

Fair value measurements

The Organization applies the accounting provisions related to fair value measurements. These provisions define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, establish a hierarchy that prioritizes the information used in developing fair value estimates and require disclosure of fair value measurements by level within the fair value hierarchy. The hierarchy gives the highest priority to quoted prices in active markets (Level 1 measurements) and the lowest priority to unobservable data (Level 3 measurements), such as the reporting entity's own data. These provisions also provide valuation techniques, such as the market approach (comparable market prices), the income approach (present value of future income or cash flows) and the cost approach (cost to replace the service capacity of an asset or replacement cost).

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels of valuation hierarchy are defined as follows:

- Level 1:* Observable inputs such as quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2:* Inputs other than quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3:* Unobservable inputs that reflect the Organization's own assumptions.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

2. Summary of significant accounting policies and nature of operations (continued)

Fair value measurements (continued)

The following methods and assumptions were used to estimate the fair value of financial instruments:

- (a) Investments (Level 1). Investment securities traded on security exchanges are valued at closing market prices on the date closest to June 30. Government obligations are valued based upon the most recent bid quotation for identical or similar obligations provided by independent pricing services and from broker quotations.
- (b) Contributions receivable – split-interest agreement (Level 3). The split-interest agreement is valued based on factors which include the current fair value of the investments, future expected investment returns and the present value discount rate.

Fixed assets

Girls Inc. capitalizes all acquisitions of property and equipment with a cost or value in excess of \$1,000 and with an estimated useful life in excess of one year. When property or equipment is retired or sold, the cost and accumulated depreciation of dispositions are removed from the accounts, and gain or loss is reflected as a change in net assets without donor restrictions. Contributed property and equipment is recorded at fair value of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as support without restrictions.

Property and equipment is depreciated using the straight-line method over estimated useful lives as follows:

Buildings and improvements	15 – 39 years
Furniture and fixtures	5 – 7 years
Computers	5 years
Vehicles	5 years

Routine repairs and maintenance are expensed as incurred.

In-kind contributions and contributed services

In-kind contributions are reflected as contributions at their fair value at date of donation and are reported as support without restrictions unless explicit donor stipulations specify how donated assets must be used. Girls Inc. recognizes the fair value of contributed services received if such services (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Girls Inc. receives services from a large number of volunteers who give significant amounts of their time to the Organization's programs and fund-raising campaigns but which do not meet the criteria for financial statement recognition.

Revenue recognition

All contributions are considered available for Girls Inc.'s general operations unless specifically restricted by the donor. Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence or nature of any donor restrictions. All amounts received that are restricted by the donor are reported as increases in net assets with donor restrictions. Contributions, including unconditional

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

2. Summary of significant accounting policies and nature of operations (continued)

Revenue recognition (continued)

promises to give, are recognized as revenues in the period the promise is received. Conditional promises to give are not recognized until they become unconditional; that is when the conditions on which they depend are substantially met. Contributions that are promised in one year but are not expected to be collected until after the end of that year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of any such discounts is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for doubtful contributions receivable is provided based upon management's judgment including such factors as prior collections history, type of contribution and current aging of contributions receivable. Investment income that is limited to specific uses by donor restrictions is reported as increases in net assets without donor restrictions if the restrictions are met in the same reporting period as the income is recognized.

Government grant revenue

Government grant revenue is recognized as services are performed. There was no unearned government grant revenue at June 30, 2020.

Functional allocation of expenses

The costs of providing the programs and other activities have been summarized on a functional basis in the statements of activities. Expenses that can be identified with a specific program or supporting service are charged directly to the related program or supporting service. Expenses that are associated with more than one program or supporting service are allocated based on an evaluation by the Organization's management.

Income taxes

Girls Inc. is exempt from paying federal income taxes under Section 501(c)(3) of the Internal Revenue Code and by the California Revenue and Taxation Code under Section 23701(d).

The Organization has evaluated its current tax positions and has concluded that as of June 30, 2020, the Organization does not have any significant uncertain tax positions for which a reserve would be necessary.

Comparative financial information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with Girls Inc.'s consolidated financial statements for the year ended June 30, 2019, from which the summarized information was derived.

3. Liquidity and availability of financial assets

The following reflects the Organization's financial assets as of the statement of financial position date, reduced by amounts not available for general use within one year of the statement of financial position date because of contractual or other restrictions. The Organization has \$2,710,213 of financial assets available within one year of the statement of financial position date to meet the cash needs for operating expenditures.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 June 30, 2020

3. Liquidity and availability of financial assets (continued)

The following represents the Organization's financial assets as of June 30, 2020:

Financial assets at year end:

Cash and cash equivalents	\$ 1,883,337
Investments	3,678,049
Contributions receivable	948,411
Prepaid expenses	40,316
Total financial assets	\$ 6,550,113

Less amounts not available to be used within one year:

Investments	\$ 3,678,049
Contributions receivable	161,851
Total funds unavailable for general expenditures	\$ 3,839,900

Financial assets available to meet general expenditures
 over the next twelve months

\$ 2,710,213

The Organization has a goal to generally maintain financial assets, which consist of cash and short-term investments, to meet 90 days of operating expenses which are approximately \$1,690,000. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization has board designated building reserves and operating reserves which are available for use toward general expenditures when needed and approved by the board.

4. Investments

The investments balance, including current and noncurrent portions as of June 30, 2020 consisted of mutual funds. As of June 30, 2020, the investments balance is \$3,678,049.

5. Loans receivable

BOA Loan

On July 31, 2012, the Organization entered into a loan agreement (the "Leverage Loan Agreement") with BOA Investment Fund III, LLC ("BOA IF") in the amount of \$5,615,808 (the "BOA Loan"). Pursuant to the BOA IF promissory note, BOA IF is required to make an interest payment of \$9,359.68 on October 10, 2012. Thereafter, quarterly interest only payments of \$14,039.50 shall be made in arrears on the 10th day of each calendar quarter from October 10, 2012 to October 10, 2020. Commencing on January 10, 2021, BOA IF is required to make quarterly interest and principal payment of \$44,455 on the 10th day of each calendar quarter so that the BOA Loan can be fully amortized over 456 months. The BOA Loan matures on October 1, 2035.

Pursuant to the Assignment and Assumption Agreement dated August 6, 2019, Banc of America III, LLC assigned its rights in BOACDE Note A in the amount of \$5,615,808 to BOA IF, which concurrently assigned its rights in

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

5. Loans receivable (continued)

BOA Loan (continued)

BOACDE Note A to Girls Inc. In consideration of the assignment, Girl's Inc. terminated and cancelled the BOA Loan. As of June 30, 2020, the BOA Loan has been settled and the outstanding balance was \$0.

6. Split-interest agreement

Girls Inc. has been named a remainder beneficiary of a charitable remainder unitrust. Income beneficiaries are to receive an annuity each year payable on December 31 equal to a percentage of the net fair market value of the unitrust assets as of the first business day each year. Upon the twentieth anniversary of the unitrust settler's death, which is in 2027, twenty-percent of the remaining principal is to be distributed to Girls Inc. An independent trustee administers the trust assets.

An asset for the charitable remainder trust has been recognized at the present value of the expected future cash flow payments discounted using a 20-year Treasury bond rate of 4.81%. The fair value of the charitable remainder trust as of June 30, 2020 is \$2,222,041. The discounted expected future cash flows of \$161,851 represents Girls Inc.'s twenty percent share of the fair market value of the unitrust principal at 2027.

7. Fixed assets

Fixed assets of the Organization as of June 30, 2020 consisted of the following:

Land	\$ 630,000
Building and building improvements	13,449,058
Furniture and fixtures	905,176
Computers	197,192
Vehicles	<u>19,541</u>
Total fixed assets	15,200,967
Less: accumulated depreciation	<u>(3,755,580)</u>
Fixed assets, net	<u>\$ 11,445,387</u>

Depreciation expense for the year ended June 30, 2020 was \$428,501.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

8. Fair value measurements

The following are the major categories of assets and liabilities measured at fair value on a recurring basis as of June 30, 2020, using quoted prices in active markets for identical assets (Level 1); significant other observable inputs (Level 2); and significant unobservable inputs (Level 3):

Items	Level 1: Quoted Prices in Active Markets for Identical Assets	Level 2: Significant Other Observable Inputs	Level 3: Significant Unobservable Inputs	2020 Total
Investment				
Fixed income securities				
Corporate bonds	\$ 4,719	\$ -	\$ -	\$ 4,719
Mutual funds				
Appreciation Fund	4,729	-	-	4,729
Calvert Equity Fund	31,743	-	-	31,743
Equity fund	6,794	-	-	6,794
Equity International	4,627	-	-	4,627
Equity Small Cap Growth	9,879	-	-	9,879
Income fund	41,076	-	-	41,076
Investment Trust	17,150	-	-	17,150
Low Duration	10,031	-	-	10,031
Mid-Cap Growth	15,369	-	-	15,369
Total Return	11,432	-	-	11,432
Government Money Market	2,515,652	-	-	2,515,652
Financial Square Treasury	1,004,848	-	-	1,004,848
Total investments	3,678,049	-	-	3,678,049

The following is a reconciliation of the beginning and ending balances for assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) for the year ended June 30, 2020:

	<u>Split-interest agreement</u>
Beginning balance	\$ 142,552
Change in value/net account activity	19,299
Ending balance	<u>\$ 161,851</u>

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

9. Notes payable

BOACDE

On July 31, 2012, 510 16th Street entered into a construction loan agreement (the "Construction Loan Agreement") with Bank of America CDE III, LLC ("BOACDE"), as evidenced by two promissory notes in the amounts \$5,615,808 ("BOACDE Note A") and \$2,384,192 ("BOACDE Note B") (together, the "BOACDE Notes"). The BOACDE Notes are secured by a construction term deed of trust, assignment, security agreement and fixture filing.

Interest on BOACDE Note A and BOACDE Note B shall accrue at the rate of 1.00% per annum and 0.50% per annum, respectively. Interest on the BOACDE Notes shall be computed assuming a 30 day month based on a 360 day year. Accrued and unpaid interest on the BOACDE Notes shall be due and payable in arrears through the last day of the prior calendar quarter on the fifth day of each calendar quarter commencing on October 5, 2012. Beginning on October 1, 2020, the outstanding principal and interest on the BOACDE Notes shall amortize based on a period of 38 years. Quarterly payments shall be due through the last day of the prior calendar quarter commencing on January 5, 2021, and continuing on the fifth day of each calendar quarter thereafter (the "BOACDE Payments Dates"). A final balloon payment consisting of the entire unpaid principal balance of the BOACDE Notes shall be payable in full on October 1, 2035 (the "Maturity Date"). Pursuant to the Construction Loan Agreement, BOACDE shall alternatively be entitled to accelerate the Maturity Date of the BOACDE Notes and require that all outstanding principal, interest, and other amounts due under the loan be repaid on July 31, 2019 (the "Early Repayment Date").

On August 6, 2019, 510 16th Street, the Organization, BOACDE, and BOA IF entered into an omnibus assignment and assumption agreement of QLIC loan documents (the "Loan Assignment Agreement"). Pursuant to the Loan Assignment Agreement, BOACDE terminated and cancelled the BOACDE Loan B in the amount of \$2,384,192 in exchange for payment by 510 16th Street of \$2,158.98. BOACDE also assigned its rights in the BOACDE Loan A in the amount of \$5,615,808 to BOA IF, which concurrently assigned its rights in the BOACDE Loan A to the Organization. Immediately after the assignment, BOACDE Loan A was cancelled. As of June 30, 2020, the BOACDE Notes have been settled and the outstanding balance was \$0.

Paycheck Protection Plan Loan

On May 6, 2020, the Organization entered into a loan agreement with Bank of America, as evidenced by a promissory note in the amount of \$852,462 (the "PPP Loan"). Interest on PPP Loan shall accrue at the rate of 1.00% per annum. Payment of the principal amount of the PPP Loan is dependent on confirmation of forgiveness by the U.S. Small Business Administration. As of June 30, 2020, the principal balance on PPP Loan was \$852,462.

10. Net assets

Net assets without donor restrictions

Net assets without donor restrictions consist of the following as of June 30, 2020:

Board-designated	\$ 2,983,222
Undesignated	<u>11,713,965</u>
Total net assets without donor restrictions	<u>\$ 14,697,187</u>

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

10. Net assets (continued)

Net assets with donor restrictions

Net assets with donor restrictions consist of the following as of June 30, 2020:

Girls programming	\$ 443,383
Endowments and accumulated earnings	1,194,907
Time restrictions	181,146
Scholarships	32,208
Development	38,750
Total net assets with donor restrictions	<u>\$ 1,890,394</u>

11. Endowment funds

The Organization has two endowment funds: a scholarship endowment and a general endowment. Its endowments include only donor-restricted endowment funds; currently there are no funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of relevant law

The Board of Directors of Girls Inc. has interpreted the California enacted version of the Uniform Prudent Management of Institutional Funds Act ("UPMIFA") as allowing the Organization to appropriate for expenditure or accumulate so much of an endowment fund as the Organization determines is prudent by the Board of Directors. The remaining portion of the donor-restricted endowment fund that is not classified in net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Board of Directors considers the following factors in making a determination to appropriate or accumulate endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization.

Funds with deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2020.

Return objectives and risk parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

11. Endowment funds (continued)

Return objectives and risk parameters (continued)

this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that maintain purchasing power and the ability to provide additional real growth in perpetuity while assuming a moderate level of investment risk. The Organization expects its endowment funds, over time, to provide an average rate-of-return that exceeds the cost of spending plus inflation plus expenses. Actual returns in any given year may vary from this amount.

Strategies employed for achieving objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending policy and how the investment objectives relate to spending policy

The Organization may appropriate for expenditure so much of the fund as the Board determines is prudent, consistent with the provisions of UPMIFA and the intent that the fund be an endowment fund.

The Organization has a policy of considering appropriating for distributions annually of the prior calendar year end market value. It is the intention of the fund that distributions not invade original endowment capital in establishing this policy and the Organization considered the long-term expected return on its endowment. This is consistent with the Organization's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

In the first endowment, as of June 30, 2020, donor restricted net assets consist of \$134,000 to be held indefinitely. Income from the principal is restricted to fund scholarships.

In the second endowment as of June 30, 2020, donor restricted net assets consist of \$1,000,000 to be held indefinitely. Income from the principal can be used to provide support for the Organization.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

11. Endowment funds (continued)

Spending policy and how the investment objectives relate to spending policy (continued)
Endowment net asset composition by type of fund as of June 30, 2020 is as follows:

Endowment 1

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, July 1, 2019	\$ -	\$ 180,833	\$ 180,833
Contributions	-	13,250	13,250
Investment return (loss)			
Investment income	-	12,020	12,020
Net appreciation (realized and unrealized)	-	(3,232)	(3,232)
Total investment return	-	202,871	202,871
Appropriation of endowment assets for expenditure	-	(7,965)	(7,965)
Endowment net assets, June 30, 2020	<u>\$ -</u>	<u>\$ 194,906</u>	<u>\$ 194,906</u>

Endowment 2

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, July 1, 2019	\$ -	\$ -	\$ -
Contributions	-	1,000,000	1,000,000
Investment return (loss)			
Investment income	-	1	1
Endowment net assets, June 30, 2020	<u>\$ -</u>	<u>\$ 1,000,001</u>	<u>\$ 1,000,001</u>

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

12. Contributed goods and services

Contributed services are recognized at fair value if the services received (a) create or enhance long-lived assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The amounts reflected in the accompanying consolidated financial statements as in-kind contributions are offset by like amounts included in expenses or additions to property and equipment.

For the year ended June 30, 2020, the Organization received \$18,631 of contributed services.

Girls Inc. also receives services from a large number of volunteers who give significant amounts of their time to the Organization's programs and fund-raising campaigns but do not meet the criteria for financial statement recognition. For the year ended June 30, 2020, total volunteer hours were approximately 4,616.

13. Pension plan

Girls Inc. maintains a defined contribution pension plan under IRS Code Section 403(b). For each plan year, the Board of Directors will determine the amount of the matching contribution (if any) that they will make for all eligible participants who are actively employed with Girls Inc. on the last day of the plan year. For the year ended June 30, 2020, Girls Inc. made employer contributions of \$6,452. Elective deferrals were made by employees.

14. Conditional promises to give

Conditional contributions are those which depend upon the occurrence of a specified future and uncertain event. The Organization recognizes conditional promises to give when the conditions on which they depend are substantially met, or become unconditional. The outstanding pledges were received as part of Girls Inc.'s capital campaign to purchase and renovate a building. As of June 30, 2020, management does not expect to collect any conditional pledge within one year.

15. Master Lease

On July 31, 2012, 510 16th Street entered into a master lease Agreement (the "Master Lease Agreement") with Simpson Center MT, for leasing of the Property (as further defined in the Master Lease Agreement). Simpson Center MT agreed to operate the Property as a commercial rental property and Permitted Use (as further defined in the Master Lease Agreement). Commencing on October 3, 2013, Simpson Center MT paid to 510 16th Street an amount equal to \$51,000 for 2013. Thereafter, Simpson Center MT shall pay to 510 16th Street annual fixed rent in the amounts set forth in the Master Lease Agreement, payable in equal quarterly installments on January 3, April 3, July 3, and October 3 of each lease year, pro-rated for any partial quarters. Pursuant to the Master Lease Agreement, lease payments not paid within 10 days from the date when due shall accrue interest at the lower of the annual rate of 5% or the maximum rate allowed by law until paid by Simpson Center MT. The lease term commenced on July 31, 2012 and terminates on October 3, 2031.

Pursuant to the Master Lease Agreement, Simpson Center MT agrees to pay or to cause the subtenants to pay as additional rent: (i) any premiums and deductibles for insurance, (ii) any and all Impositions (as further defined in the Master Lease Agreement), and (iii) any and all Operating Costs (as further defined in the Master Lease Agreement).

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

15. Master Lease (continued)

On August 6, 2019, 510 16th Street and Simpson Center MT entered into a termination of lease agreement (the "Lease Termination"). Pursuant to the Lease Termination, 510 16th Street and Simpson Center MT agree to terminate the master lease dated on July 31, 2012.

16. 433 Callan Lease

On May 7, 2018, the Organization entered into a lease agreement (the "433 Callan Lease Agreement") with 433 Callan, LLC ("433 Callan") to lease the property at 433 Callan Avenue, Suite 101, San Leandro, CA 94577. Pursuant to the 433 Callan Lease Agreement, the Organization will lease approximately 2,332 square feet from 433 Callan. Commencing on July 1, 2018, the Organization is required to make rental payments according to the schedule set forth in the 433 Callan Lease Agreement. The lease term commences on July 1, 2018 and terminates on August 31, 2023.

Pursuant to the 433 Callan Lease Agreement, future minimum rental payments payable to 433 Callan are as follows:

Year	Amount
2021	\$ 64,423
2022	66,356
2023	68,347
2024	11,733
Total	\$ 210,859

For the year ended June 30, 2020, the Organization incurred \$62,547 of rental expense.

17. Subleases

Simpson Center MT

On July 31, 2012, the Organization entered into a sublease agreement (the "Sublease Agreement") with Simpson Center MT for sub-leasing of the Property. Pursuant to the Sublease Agreement, the Organization agreed to operate the Property as a center to provide academic enrichment programs and counseling services for low-income girls subject to terms of the Sublease Agreement. Commencing on October 1, 2013, the Organization paid Simpson Center MT an amount equal to \$74,000 for 2013. Thereafter, the Organization shall pay Simpson Center MT the annual fixed rent set forth in the Sublease Agreement, payable in arrears and in equal quarterly installments on January 1, April 1, July 1, and October 1 of each lease year. The lease term commenced on July 31, 2012 and terminates on October 1, 2020.

Pursuant to the Sublease Agreement, if and to the extent that the Organization is obligated to pay additional amounts under the Master Lease Agreement, for maintenance and/or other expenses attributable to the Property, then the Organization is obligated to pay for such maintenance and/or other expenses. The Organization is required to pay Simpson Center MT such additional amounts as additional sublease rent within ten days after Simpson Center MT has billed the Organization.

GIRLS INCORPORATED OF ALAMEDA COUNTY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2020

17. Subleases (continued)

Simpson Center MT (continued)

On August 6, 2019, 510 16th Street and Simpson Center MT entered into a termination of lease agreement (the "Sublease Termination"). Pursuant to the Sublease Termination, Simpson Center MT and the Organization agree to terminate the Sublease Agreement.

IGNITE

In June 2015, the Organization entered into a sublease agreement (the "IGNITE Sublease Agreement") with IGNITE for sub-leasing of a portion of the Property. Pursuant to the IGNITE Sublease Agreement, IGNITE will lease approximately 435 square feet from the Organization. Commencing on July 1, 2015, IGNITE is required to make rental payments on the first day of each month in an amount of \$1,200. IGNITE is required to make an initial rental payment of \$600 upon execution of the IGNITE Sublease Agreement. The lease term commenced on June 15, 2015 and terminated on June 14, 2017. The Organization exercised the option to extend the lease term for the period commencing June 15, 2017 and terminating on June 30, 2018. The Organization exercised the option to extend the term of the lease for the period commencing June 15, 2018 from month to month. On August 22, 2019, the Organization exercised the option to extend the lease term for the period commencing July 1, 2019 and terminating on June 30, 2020. On August 22, 2019, the Organization amended the lease to include 3 additional hotel stations at \$200 each per month for a monthly charge of \$1,800 effective September 1, 2019.

For the year ended June 30, 2020, the Organization has earned rental income of \$14,400.

VR Research

On September 8, 2015, the Organization entered into a sublease agreement (the "VR Research Sublease Agreement") with VR Research, Inc. ("VR Research") for sub-leasing of a portion of the Property. Pursuant to the VR Research Sublease Agreement, VR Research will lease approximately 1,929 square feet from the Organization. Commencing on November 1, 2015, VR Research is required to make rental payments according to the schedule set forth in the VR Research Sublease Agreement. The lease term commenced on November 1, 2015 and terminates on October 31, 2020.

Pursuant to the VR Research Sublease Agreement, future minimum rental payments due from VR Research are expected to be \$23,882 for the period from July 1, 2020 to October 31, 2020.

For the year ended June 30, 2020, the Organization has earned rental income of \$70,951.

18. Subsequent events

Subsequent events have been evaluated through December 2, 2020, which is the date the consolidated financial statements were available to be issued.

The spread of COVID-19 coronavirus ("COVID-19") around the world in 2020 has caused significant volatility in U.S. and international markets. There is significant uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. and international economies and, as such, the Organization's net income may be negatively affected. However, the financial impact and duration cannot be reasonably estimated at this time.

SUPPLEMENTARY INFORMATION

GIRLS INCORPORATED OF ALAMEDA COUNTY
CONSOLIDATED SCHEDULE OF EXPENDITURES OF COUNTY OF ALAMEDA GRANTS
For the year ended June 30, 2020

<u>Program Name</u>	<u>Delinquency Prevention Network Service Program</u>	<u>Early and Periodic Screening Diagnostic and Treatment</u>	<u>Medi-Cal Administrative Activities</u>	<u>Child Abuse Prevention Intervention and Treatment</u>
Contract Number	16463	18405	16-93076	16916
Contract Period	7/1/19 - 6/30/20	7/1/19 - 6/30/20	7/1/19 - 6/30/20	7/1/19 - 6/30/20
Current Contract Amount	\$ 155,449	\$ 384,076	\$ -	\$ 67,800
Amount Invoiced	\$ 130,216	\$ 255,514	\$ 70,000	\$ 67,750
Expenses:				
Salaries	\$ 90,408	\$ -	\$ -	\$ -
Employee Benefits	15,369	-	-	-
Travel & Training	3,472	-	-	-
Supplies & Equipment	-	-	-	-
Consultant	6,840	-	-	-
Recruiting	804	-	-	-
General Office Expense	2,325	-	-	-
Office Space	-	-	-	-
Units of Service	-	255,514	-	67,750
Non-Itemized Expenses	-	-	70,000	-
Indirect	10,998	-	-	-
Total Expenses	<u>\$ 130,216</u>	<u>\$ 255,514</u>	<u>\$ 70,000</u>	<u>\$ 67,750</u>
Amount Reimbursed	\$ 120,573	\$ 190,494	\$ -	\$ 67,750
Accounts Receivable	\$ 9,643	\$ 65,020	\$ 70,000	\$ -



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 of
Girls Incorporated of Alameda County:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audit contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Girls Incorporated of Alameda County (the "Organization"), which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 2, 2020.

Internal Control over Financial Reporting

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

A deficiency in *internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or 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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from 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 determination of financial statement amounts. 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.

Novogradac & Company LLP

San Francisco, California
December 2, 2020



December 2, 2020

To the Audit Committee and Board of Directors of
Girls Incorporated of Alameda County:

We have audited the consolidated financial statements of Girls Incorporated of Alameda County (the "Organization") as of and for the year ended June 30, 2020, and have issued our report thereon dated December 2, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter dated June 3, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 2 to the consolidated financial statements. As described in Note 2, the Company adopted changes in accounting principles related to revenue recognition and contributions received. This adopted standard did not have a significant impact on the consolidated financial statements. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the consolidated financial statements in the proper period.

Accounting estimates are an integral part of the consolidated financial statements and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the consolidated financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the consolidated financial statements were:

- Management's estimate of depreciation methods is based on the expected useful life of the assets. We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the consolidated financial statements taken as a whole.
- Management's estimate of the collectible amount of receivables is based on historical collections and management understanding of the corresponding payer. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the consolidated financial statements taken as a whole.
- Management's estimates of functional expense allocations are based on employee hours logged to each program or support service. We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the consolidated financial statements taken as a whole.

Certain consolidated financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the consolidated financial statements were:

- The disclosure of net assets with donor restrictions in the notes to the consolidated financial statements. This note contains a detailed listing of the purposes for which such net assets have been restricted.

- The disclosure of conditional promises to give in the notes to the consolidated financial statements.

The consolidated financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There are no such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the consolidated financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 2, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's consolidated financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the consolidated financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the consolidated financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the consolidated financial statements or to the consolidated financial statements themselves.

Audit Committee and Board of Directors of
Girls Incorporated of Alameda County
December 2, 2020
Page 3 of 3

This information is intended solely for the use of the Board of Directors and the management of the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Novogradac & Company LLP

NOVOGRADAC & COMPANY LLP

1325 53rd Avenue, Oakland, CA 94601
Phone (510) 879-2178 Fax (510) 535-3875



June 14, 2021

To Whom It May Concern,

It is my pleasure to write this letter of recommendation for Girls Inc to continue as an After School program provider in the Oakland Unified School District. I have worked with Girls Inc. in the Oakland Unified School District for the past three years at Bridges Academy where I am the Principal. Girls Inc. has been a collaborative and innovative partner delivering dual language literacy support to my students and being an invaluable partner in family engagement.

In 2018 when I was first introduced to Girls Inc. through our search for an afterschool partner, I was immediately impressed by the conviction and creativity of the Girls Inc. team. This was evident as I saw them developing and expanding their literacy curriculum to meet the needs of our students, in how they have handled the challenges that inevitably arise working in under-resourced, low income communities of color and in how their staff have integrated into our school community. The Girls Inc. staff provides valuable contributions to our school, such as serving on the School Wide Leadership Team. In this space and through the program that has been developed, I have seen how Girls Inc. values align with our school and district priorities. This values alignment has built a strong culture of trust between Girls Inc. and our school staff including teachers, front office staff, and myself. I have confidence that Girls Inc. will implement strong and intentional activities to help our students achieve academic and social emotional success.

One way that Girls Inc. has built this trust is by having the site coordinator as well as members of the Girls Inc. leadership team available and easy to communicate with, lending their support to day school and by connecting our families with resources. Over the years, the afterschool program staff at Bridges have hosted a variety of Family Engagement events, always attend and support school events and have become integrated into our school through filling roles like Academic Mentors and growing our partnership to include Literacy Intervention. Due to the extensive training, coaching and support provided to Girls Inc. staff, I have found their support in Literacy Intervention to be a huge asset to our school. Their leadership staff work with our Teacher on Special Assignment and myself to develop schedules for small group intervention and the Girls Inc. team trains and supports the Interventionist to help them have the greatest impact possible. The literacy growth of our students has been apparent as we've grown and expanded the program over the past few years.

Girls Inc is an effective and responsive program provider and a good fit for the Oakland Unified School District. I highly recommend them. If you would like me to speak further to the Girls Inc program, please feel free to contact me at anita.comelo@ousd.org

Respectfully,

Anita Iverson-Comelo

1325 53rd Avenue, Oakland, CA 94601
Phone (510) 879-2178 Fax (510) 535-3875





P.O. BOX 20804
EL SOBRANTE, CA 94820
PH: 510-444-4622
FAX: 510-444-4623
WWW.CALSAC.ORG

Unite. Empower. Transform.

June 14, 2021

To Whom It May Concern,

It is my pleasure to write a letter of recommendation for Girls Inc. of Alameda County's strong and trusted youth development programming. As a longtime partner with Girls Inc. at the program support and operations level and with Girls Inc. staff as leaders and facilitators, I can confidently lift the organization up as a standard on many levels for afterschool providers.

Girls Inc. is centering the experiences of girls and young women, most often of color and impacted by systems of oppression, in their programming and services which means they are skilled at designing at the margins, with thoughtfulness, respect and love for their youth and families. Any program that makes this an essential and core practice is well suited to adapt to serve and support other communities with unique needs and barriers. These practices require culturally sensitive and competent staff and result in a program culture where families feel welcomed, have voice and where young people know that they belong.

In addition to the empowering, equity-oriented program culture, Girls Inc. offers their youth academically enriching activities and programming with an emphasis on fostering curiosity and confidence. In the 10 years that I have worked closely with Girls Inc. staff and programs, their focus on STEM and literacy have strengthened and expanded, always evolving as more resources and research becomes available. They're committed to partnering with school-day teachers and administrators to ensure a strong bridge and open communication channels.

Finally, I would be remiss to not mention the strength of their team. Girls Inc. invests in their staff's ongoing professional development and makes every effort to ensure their staff are making a livable wage. Every year, Girls Inc. invests in developing skills like facilitation and leadership and management by sending staff to participate in the Leadership Development Institute (LDI) and Trainer Network program, two CalSAC programs that resource youth workers in their programs and community. Girls Inc. is our most consistent partner agency, and their staff are visible, compassionate, and knowledgeable leaders within our programs as well, often stepping into mentorship and training positions that support other adults.

I would be happy to speak more to the strengths of Girls Inc. as an afterschool provider. Please do not hesitate to reach out to me.

Sincerely,

Zakir McKenzie Parpia
Director of Programs

June 11th, 2021

Oakland Unified School District
Community Schools & Student Services
1000 Broadway, Suite 150
Oakland, CA. 94607

To Whom It May Concern,

This letter confirms that Girls Incorporated of Alameda County requires that all school based staff classified as employees, volunteers, and agents working in OUSD after school programs will have fingerprint clearance through the Dept. of Justice and FBI, copies of their official transcripts, and proof of a T.B. test within the last 6 months before they begin working on OUSD school sites. Additionally, all school based staff receive mandated reporter training and 3 hours of professional development training per week.

Below you will find a further overview of our qualifications as a lead site agency for Oakland Unified School District

Please do not hesitate to contact me should you have any questions.

Best regards,



Julayne Virgil
Chief Executive Officer
jvirgil@girlsinc-alameda.org
510-537-5515 ext. 224

girls inc.

of Alameda County



PURPOSE

Empower girls from underserved communities to navigate gender, economic and racial barriers to realize their full potential.

THE NEED

4/5

Oakland elementary students from low-income households cannot read at grade level

1/3

girls in Oakland will not graduate high school

1/2

By 8th grade, girls are half as interested in math and science as boys

WHO WE IMPACT

10,000

girls, families & community members

99%

identify as girls of color

97%

eligible for free and reduced price meals

OUR PRIORITIES



Strong

Mental Health Counseling
Nutrition, Sports & Fitness
Reproductive Health



Smart

Literacy
STEM Programs
College & Career Access



Bold

Leadership Development
Positive Risk-Taking
Advocacy

OUR IMPACT



85% of our girls **increased** interest in STEM



Our girls are **1.5 x more likely** to read at or above grade level than their peers



100% of Girls Inc. seniors enroll in college and **97%** are the first in their families to do so

girls inc.

of Alameda County



"The program had a domino effect in my life— one good thing led to another. Being involved in Girls Inc. in middle school connected me to a great high school scholarship program. Both of these positive influences worked together to help me pursue higher education. Girls Inc. taught me how to be strong, smart, and bold and now I am helping others do the same."

GIRLS INC. STUDENT

 SERVING MORE THAN **70** SCHOOLS

We provide life-changing programs and counseling services in our downtown Oakland Center, and in schools and satellite centers throughout Alameda County.

We work with girls on the average:

635 hours / year	Elementary School girls
345 hours / year	Middle School girls
105 hours / year	High School girls



Our Program Sites

GET INVOLVED

Volunteer

Mentors, tutors, reading buddies... and more!

Individuals and groups needed to support girls all year round. Visit girlsinc-alameda.org/get-involved/volunteer for more information.

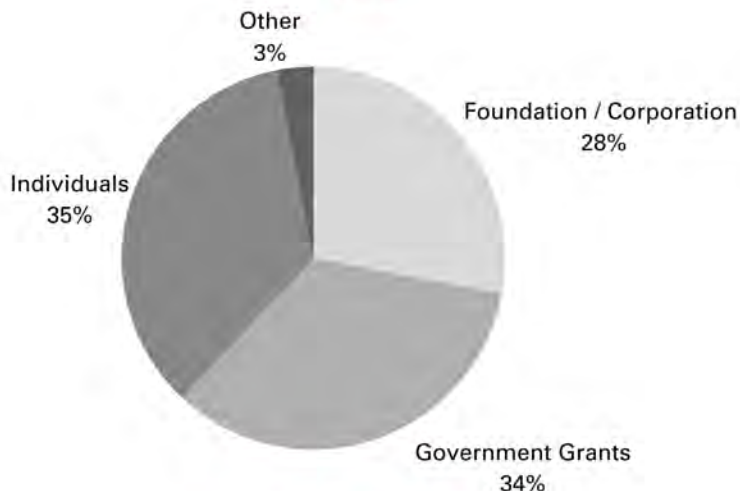
Invest

With your investment, our girls:

- Learn to read
- Discover STEM
- Find their voice
- Prepare for college

Working together, we transform lives. All gifts needed and appreciated. Invest today at girlsinc-alameda.org/invest.

Funding Model 2018-19



Total = 7.583 M

510 16th Street Oakland, CA 94612 T 510.357.5515 F 510.318.5399 girlsinc-alameda.org

Girls Inc. of Alameda County, Inspiring All Girls to be Strong, Smart, and Bold since 1958

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over 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 insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional 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 LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) 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.

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. Method Of Sharing

If all of the other insurance 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 of the other insurance 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

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

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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



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



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

OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT

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

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

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



EXPANDED LEARNING

DocuSigned by:

Julayne Virgil

449FFFA22E8F484...
Signature

Julayne Virgil, Chief Executive Officer

Name and Title of Signatory

06/17/2021

Date

Girls Inc. of Alameda County

Name of Organization