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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** May 24, 2023

**Subject** Services Agreement with East Oakland Youth Development Center

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

**Services** *Vendor will provide 28 days of summer programming during Summer 2023, Mondays through Fridays, every school day from 8:30 a.m. to 5:30 p.m. at East Oakland PRIDE Elementary School.*

**Term** Start Date: 6/12/23 End Date: 7/21/23

**Not-To-Exceed Amount** \$85,512.00

**Competitively Bid** Yes, RFP #22-129CSSS Expanded Learning for Summer Learning and Intersession

If the Service Agreement 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]

**In-Kind Contributions** *District will provide space for programming as well as staff oversight to ensure compliance with grant requirements.*

**Funding Source(s)** *Resource 3225 – Elementary and Secondary School Emergency Relief (ESSER) III grant in the amount of \$85,512.00*

**Background** *The District's 21st Century Community Learning Centers (21st CCLC), ESSER, and Expanded Learning Opportunities Program grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill*

*the grant requirements, the District is contracting with community partners to daily academic support, enrichment, and physical activity services to OUSD students for 2-6 weeks over the summer. Summer providers will work in partnership with the District's After School and Summer Learning units to align summer program goals with District priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: East Oakland PRIDE Elementary School.*

**Attachment(s)**

- Service Agreement with East Oakland Youth Development Center
- Summer Program Plan
- Summer Budget
- RFP #22-129CSSS and Vendor Bid Materials

## SERVICES AGREEMENT 2022-2023

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

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):  
6/12/23

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):  
7/21/23

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

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

3. **Alignment and Evaluation.**

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

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
    - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
    - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
    - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

- a. The compensation under this Agreement shall not exceed:  
\$85,512.00

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

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

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

are provided in-person or not.

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

**11. Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the



termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

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

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**VENDOR**

Name: Selena Wilson  
Title: Chief Executive Officer  
Address: 8200 International Blvd.  
City, ST Zip: Oakland, CA 94621  
Phone: 510-459-9167  
Email: selena@eoydc.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.

**13. Status.**

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

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**14. Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

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

16. **Insurance.**

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

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident

reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

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

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any

rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

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

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether



any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. **Indemnification.**

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

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent,

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

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

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

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

**VENDOR**

Name: Selena Wilson

Signature:  92DD6CDD1AA94D0...

Position: Chief Executive Officer

Date: 4/28/2023

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for*



## EXHIBIT A

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

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

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

X Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Services would be delivered remotely.

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

Hourly Rate: \$Click or tap here to enter text. per hour

Daily Rate: \$Click or tap here to enter text. per day

Weekly Rate: \$Click or tap here to enter text. per week

Monthly Rate: \$Click or tap here to enter text. per month

X Per Student Served Rate: \$30.54 per day per student served

Performance/Deliverable Payments: Describe the performance

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

Click or tap here to enter text.

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

Students will be able to continue to catch up on lost learning from recent years and be better positioned to begin next school year.

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

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

Click or tap here to enter text.

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

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

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

Vendor will assess needs of individual students and adapt

programming with reasonable accommodations as needed.

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

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

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

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

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

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



# OUSD Expanded Learning Program Full Document - 2023

Section 1: Summer Program Snapshot							
<b>Campus Site:</b>	East Oakland PRIDE Elementary	<b>Summer Principal:</b>	TBD	<b>What model are you supporting?</b>	Independent	<b>Grades Served:</b>	Rising 1st-Rising 5th graders
<b>Lead Agency Name:</b>	<a href="#">East Oakland Youth Development Center</a>	<b>Site Coordinator:</b>	Choyannah Davis	<b>Target Summer (ADA) Average Daily Attendance:</b>	85	<b>Student Start Date</b>	<a href="#">6/12/2023</a>
<b>Official Summer Learning Name</b>	EOYDC Summer Cultural Enrichment Program					<b>Student End Date</b>	<a href="#">7/21/2023</a>

Section 2: Lead Agency Assurances:	
<b>Please review and initial each item and sign below.</b>	
<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 <sup>th</sup> by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.
<input checked="" type="checkbox"/>	<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"/>	<b>Name and Signature of Summer Lead Agency Director: Landon Hill</b>

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

**Section 4: Summer Program Recruitment and Retention Strategies and Timeline**

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

Each summer, we begin our recruitment process by allowing current EOYDC participants to enroll in summer programming. We then publicize the program via social media platforms and flyers at local schools/community engagement events. We also send email communications to families whose students participated in our programming in the past.

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

The date of my parent orientation is:

May 16, May 18, May 23, and May 25 (at EOYDC)

**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.				
<b>Important Note:</b> 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 <b>no later than May 4th</b>				
<b>Site coordinator</b>	<b>Email</b>	<b>Current Site:</b>	<b>Summer Teaching assignment(s) (Grade &amp; subject, if known)</b>	
Choyannah Davis	choyannah@eoydc.org			
<b>Line Staff</b>	<b>Email</b>	<b>Current Site:</b>	<b>Summer Teaching assignment(s) (Grade &amp; subject, if known)</b>	
Mandela Baylis	mandela@eoydc.org			

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 <b>March 17th</b> , through <a href="#">Facilitron</a> . 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
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>Based on our experience supporting students with distance learning support during the earliest stages of the pandemic, Instructional Aides will be asked to adjust their curriculum to emphasize more crafts and projects into their curriculum if virtual sessions are required. While we will still offer some lessons that focus on academic activities such as math and ELA, we found that during times of isolation, doing craft and other group activities are the best ways to help students cope and feel connected when they are unable to be in-person. Timing of the curricula will also be adjusted to allow for more time to step away from their screens regularly throughout the day.</p>
<p>Describe how the program will engage students virtually if in-person instruction is halted.</p>	<p>Instructional Aides will hold Zoom sessions throughout the day to lead students through various arts/crafts and other engaging activities. Activities other than arts/crafts will include things such as movie screenings and virtual read-alongs/story time with EOYDC staff. EOYDC will allow students to come to the site to pick up materials for the activities at the beginning of the week so that students will have everything they need in order to participate in activities at home.</p>
<p>Does the agency have the capacity to enroll students online?</p>	<p>Yes, all of our application process takes place online and we are able to engage students/families online, as necessary.</p>
<p>How would the program recruit students with the shelter in place requirement?</p>	<p>In the event we need to shelter-in-place, EOYDC will be in contact with all families enrolled in the program to let them know about the virtual options we will be offering and how students can participate in virtual programming. Additionally, as we have done in the past, we will utilize our social media accounts to inform those outside of programming the various ways they can also engage in our programming from home.</p>

<p>Signature of Summer Lead Agency Director</p>	<p>DocuSigned by: Selena Wilson 4/28/2023</p>
<p>Signature of Summer Hub Site Principal</p>	<p>DocuSigned by: Julie McLamont 4/28/2023</p>

**SUMMER 2023 BUDGET PLANNING SPREADSHEET**

<b>Site Name: East Oakland PRIDE</b> <b>Site #: 107</b> <b>Lead Agency East Oakland Youth Development Center</b> <b># Of Summer Students 100</b> <b># Of Summer Program Days 28</b> <b>Total Summer Funds 85512</b>		<b>Summer Funds for Lead Agency</b>	<b>Lead Agency In-Kind Contributions</b>
<b>TOTAL CONTRACTED FUNDS</b>			
		85,512.00	0.00
<b>BOOKS AND SUPPLIES</b>			
4310	Supplies (can be purchased by lead agency for summer	\$2,796.00	\$4,204.00
4310	Curriculum	\$2,500.00	\$2,500.00
5829	Field Trips (fees, supplies)	\$2,500.00	\$2,500.00
	Bus tickets for students	\$0.00	\$3,600.00
	Rental bus for field trips	\$0.00	\$1,000.00
	Snacks	\$0.00	\$60,000.00
	Incentives	\$500.00	\$500.00
	Family Night Supplies		
<b>TOTAL BOOKS AND SUPPLIES</b>		<b>8,296.00</b>	<b>74,304.00</b>
<b>CONTRACTED SERVICES</b>			
5825	Site Coordinator (list here if CBO staff)	10,000.00	
5825	Academic Instructors (5 staff X 40 hours X \$25 hourly rate X	45,000.00	
5825			
5825	STEM Instructors (# of staff X total hours X hourly rate,		
5825	Contracted OUSD Summer Teachers		
5825			
5825	Professional Development		
5825	Employee benefits	4,442.18	
	Extended Learning Manager (EOYDC employee)	10,000.00	
	<b>Total Services</b>	<b>69,442.18</b>	<b>0.00</b>
<b>IN-KIND DIRECT SERVICES</b>			

Total value of in-kind direct services

0.00

0.00

**SUBTOTALS**

**Subtotals DIRECT SERVICE**

**77,738.18**

**74,304.00**

**Allowable lead agency admin costs (at 4% of contracted**

**7,773.82**

**TOTALS**

Total BUDGETED

85,512.00

**BALANCE remaining to allocate**

**0.00**

**Required Signatures for Budget Approval:**

Principal:

DocuSigned by:  
*Julie McAlmont*  
393F68692CE0405...

4/28/2023

Lead Agency:

DocuSigned by:  
*Selena Wilson*  
92B6CDD1AA94D0...

4/28/2023



January 31, 2023

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

The East Oakland Youth Development Center's (EOYDC) vast experience and remarkable record of accomplishment positions our organization to serve as a Summer Expanded Learning Program provider, preferably for an elementary school in East Oakland. Since 1978, our organization has provided direct services to children and youth in and beyond East Oakland, providing primarily Black and Brown youth from lower-income households with a safe place to learn and grow. Integrating trauma-informed, healing-centered, and culturally resonant approaches, EOYDC offers an educational continuum that supports children and youth, ages 5 to 24, through their journey from primary education to college and careers. Tailored to the needs of OUSD students, year-round academic programs include the After School Leadership Academy (educational enrichment, homework assistance, and learning labs for students grades K-5) and the Bridge (after-school homework help, tutoring, and literacy support for students in grades 6-8). Since the 1980s, EOYDC has offered the Summer Cultural Enrichment Program (SCEP), a six-week summer day camp offering a range of classes (cultural heritage, language arts, STEM, arts and crafts, wellness, dance, and life skills) to young scholars, ages 5 to 12. Additionally, SCEP provides Youth Leaders, ages 14 to 21, with paid internships, employment training, and career development through direct service opportunities with SCEP youth.

An expert in the field of youth development, EOYDC's results speak for themselves. Last year, 99% of ASLA students transitioned to the next grade level and 100% of Bridge students graduated to the next grade level. Many ASLA and Bridge participants progress into our Pathway to College and Career Program (PTC2) for high school students; last year, 95% of PTC2 high school graduates matriculated into college or vocational programs. EOYDC's alumni include renowned musicians, professional athletes, health professionals, and community leaders.

Sincerely,

Selena Wilson  
CEO





December 9, 2022

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

To Whom It May Concern:

This letter of agreement certifies that:

- A. All East Oakland Youth Development Center employees who work at Oakland Unified School District (OUSD) sites will have passed fingerprint review by the California Department of Justice and FBI, TB testing requirements, and mandated reporting.
  - i. ATI Numbers will appear on all invoices submitted to OUSD.
  - ii. Proof of fingerprint passage and TB test passage of staff working at OUSD will be available to OUSD upon demand.
- B. EOYDC employees meet OUSD Instructional Aide requirements (either 48 college units or Instructional Aide Certificate).
- C. Designated EOYDC staff supporting the intersession model will have first aid, concussion, and CPR certification.

Sincerely,

Selena Wilson  
CEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2023

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

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

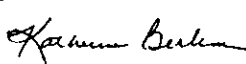
<b>PRODUCER</b> Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104		<b>CONTACT NAME:</b> Katherine Berkman <b>PHONE (A/C, No, Ext):</b> (415) 978-3800 <b>E-MAIL ADDRESS:</b> kberkman@calrob.com <b>FAX (A/C, No):</b> (415) 978-3825	
<b>INSURED</b> East Oakland Youth Development Center & QALICB 8200 International Blvd. Oakland CA 94621		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nonprofits' Insurance Alliance of CA (NIAC) <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2322134912      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes professional liability @ \$ 1,000,000/\$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2023-14690-NPO	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2023-14690-NPO	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2023-14690-UMB	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Misconduct Liability			2023-14690-NPO	01/01/2023	01/01/2024	Each claim \$ 1,000,000 Aggregate \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oakland Unified School District, its board, officers, agents & employees are all included as additional insured as per the attached endorsement - Sexual misconduct liability is outlined on attached NIAC-ISCET 05 20 endorsement - see definition of physical abuse on page 9 of 9

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

Named Insured: East Oakland Youth Development Center

Policy: 2023-14690-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

**Oakland Unified School District, its board, officers, agents & employees  
Attn: Risk Management  
1000 Broadway #440  
Oakland, CA 94607**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED** (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

**THE INSURANCE** provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)

## **IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM**

### **PLEASE READ THE ENTIRE FORM CAREFULLY**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company issuing this policy.

The word "insured" means any person or organization qualifying as such under SECTION 4 - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 7- DEFINITIONS.

### **SECTION 1 - COVERAGES**

#### **BODILY INJURY ARISING FROM IMPROPER SEXUAL CONDUCT OR PHYSICAL ABUSE**

1. Insuring Agreement.

a. We will pay those sums that an insured becomes legally obligated to pay as "damages" because of "bodily injury" arising from "improper sexual conduct" or "physical abuse". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION 3 - OTHER PAYMENTS. SECTION 5 - LIMITS OF INSURANCE includes sums paid for "damages" and OTHER PAYMENTS. The first act of "improper sexual conduct" or "physical abuse" must be committed in the "coverage territory" during the effective dates of this policy's period. We will have the right and duty to defend any "suit" seeking such "damages". But:

(1) The amount we will pay for "damages" and SECTION 3 - OTHER PAYMENTS is limited as described in SECTION 5 - LIMITS OF INSURANCE;

(2) We may, at our discretion, investigate and settle any "claim", "claims" or "suit" seeking such "damages"; and

(3) Our right and duty to defend ends when we have exhausted the applicable limits as described in SECTION 5 - LIMITS OF INSURANCE or of items explicitly provided for under SECTION 3 - OTHER PAYMENTS.

b. Any "claim", "claims" or "suits" for "damages" because of "bodily injury" arising from a single act or a series of continuous or repeated acts of "improper sexual conduct" or "physical abuse" by the same person or two or more persons acting in concert, including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from "bodily injury" arising from "improper sexual conduct" or "physical abuse", will be considered as having resulted from the same "improper sexual conduct" or "physical abuse", which shall be deemed to have been committed on the date of the first such act. The date of the first such act of "improper sexual conduct" or "physical abuse" must take place during the effective dates of this policy.

## SECTION 2 - EXCLUSIONS

1. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" to:
  - a. An employee of an insured;
  - b. The spouse, parent, brother or sister of an employee of an insured;
  - c. A "resident relative" under the age of 18 of any employee of an insured, where the "improper sexual conduct" or "physical abuse" is committed or alleged to be committed by that employee.

This exclusion shall not apply when the "bodily injury" is sustained while the claimant is also your client and receiving services that you customarily provide and the "bodily injury" results from those services.
2. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" for which an insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that an insured would have in the absence of the contract or agreement.
3. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which is subject to any obligation of an insured pursuant to a worker's compensation, disability benefits or unemployment compensation law or any similar law.
4. This insurance does not apply for the benefit of any individual insured who intentionally caused the "bodily injury" that is the subject of the "claim", "claims" or "suit" or is convicted of a criminal offense as a result of any "improper sexual conduct" or "physical abuse".
5. This insurance does not provide any coverage for or pay any defense fees or related costs arising from a criminal action or proceeding.
6. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which takes place prior to or after the effective dates of this policy.
7. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the employment status of the claimant.
8. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the volunteer status of the claimant.
9. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the business invitee status of the claimant.
10. This insurance does not apply to any "claim", "claims" or "suit" for "bodily injury" arising from "improper sexual conduct" or "physical abuse" resulting from an act, error or omission committed in the performance of professional services, except for an insured's failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" or "physical abuse" following any form of "improper sexual conduct" or "physical abuse" for which an insured could be legally liable.

### **SECTION 3 - OTHER PAYMENTS**

THESE PAYMENTS WILL REDUCE THE LIMITS OF INSURANCE.

We will pay, with respect to any "claim", "claims" or "suit" we defend:

1. All expenses we incur, including but not limited to, reasonable and customary attorney fees, costs and disbursements.
2. The cost of a bond or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to apply for or furnish the bond or bonds.
3. All reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the "claim", "claims" or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against an insured in the "suit" but this does not include any attorney's fees or expert witness fees taxed as costs pursuant to statute.
5. Pre-judgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Up to \$10,000 to reimburse you for wages paid to your employee who is suspended with pay during the investigation or defense of the "improper sexual conduct" or "physical abuse" allegations.

### **SECTION 4 - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. A nonprofit corporation, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your executive officers and directors.
  - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
2. Each of the following is also an insured:
  - a. Your employees, volunteers, interns and students-in-training, but only for acts within the scope of their employment, volunteer work, internship or training with you.
  - b. The legal representative of any insured who has died, but only with respect to the duties of that legal representative as such. That legal representative will have all of the deceased insured's rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership or joint venture over which you maintain ownership or majority ownership or controlling interest, will be deemed to be an insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only if you notify us before the acquisition of or formation of such organization and agree to pay us an additional premium that we deem appropriate; and
- b. Coverage does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" that was committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured for liability arising out of any "improper sexual conduct" or "physical abuse" that results in a criminal conviction of that person. However, any individual insured who is the subject of a criminal action or proceeding will continue to qualify as an insured under this policy for the civil action alleging "improper sexual conduct" or "physical abuse" until such time as the individual insured is convicted of a criminal offense as a result of "improper sexual conduct" or "physical abuse" or is found to have intentionally caused the "bodily injury" that is the subject of the civil action.

No person is an insured with respect to "bodily injury" resulting from any "improper sexual conduct" or "physical abuse" which arises out of an act, error or omission performed in that person's capacity or responsibility as a foster parent, adoptive parent or biological parent.

## **SECTION 5 - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claim" or "claims" made or "suits" brought; or
  - c. Persons or organizations making a "claim" or "claims" or bringing a "suit."
2. The General Aggregate Limit is the most we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and all "damages" under this policy.
3. Subject to 1 and 2 above, whichever applies, the Each Claim Limit is the maximum we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and "damages" because of all "bodily injury" sustained by any person or persons arising from "improper sexual conduct" or "physical abuse" committed by any one person or two or more persons acting in concert.
4. Subject to 1, 2, and/or 3 above, whichever applies, the limit for Each Claim is the maximum we will pay for "damages" for "bodily injury" sustained in any one "claim" and includes all derivative "claim" or "claims", including but not limited to, loss of society, loss of companionship, loss of services and loss of consortium.
5. The limits of this coverage apply separately to each consecutive annual period, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance and will not increase or reinstate the applicable limits of insurance.

## SECTION 6 - CONDITIONS

### 1. Bankruptcy.

Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this policy.

### 2. Your Duties.

- a. You must see to it that we are notified as soon as practicable if you become aware of any "improper sexual conduct" or "physical abuse" which may result in a "claim", "claims" or "suit." To the extent possible, notice should include:
  - (1) How, when and where the "improper sexual conduct" or "physical abuse" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any "bodily injury" arising from the "improper sexual conduct" or "physical abuse".
- b. If a "claim" or "suit" is received by any insured you must:
  - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
  - (2) Notify us as soon as practicable by any means available. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim", "claims" or "suit"; and
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the "claim", "claims" or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "damages" to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for medical first aid, without our prior written consent.

### 3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on the coverage provided by this policy unless all of this policy's terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable



under the terms of this policy or that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance.

- a. Primary Insurance. This insurance is primary except 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. This insurance is excess over:
  - (1) Any other applicable insurance, whether primary, excess, contingent or on any other basis, that is written on a claims-made basis; or
  - (2) Any other primary insurance available to any insured covering "damages" arising from "improper sexual conduct" or "physical abuse" for which that insured has been added as an additional insured by an endorsement to that other primary insurance.

When this insurance is excess, we will have no duty under this coverage to defend any "claim", "claims" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against that other insurer or insurers. 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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) 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.

#### 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.

- d. No coverage shall be afforded by this policy if coverage for the "claim", "claims" or "suit" is afforded under any other policy issued by us.

#### 5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to you. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess you.

- c. You must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree that:

- a. The statements in the Application for this insurance and the Declarations to this policy are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. You will promptly inform us of any changes in such representations which may occur during this policy's period.

7. Separation of Insureds.

Except with respect to the SECTION 5 - LIMITS OF INSURANCE, and any rights or duties specifically assigned to the Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim", or "claims" is made or a "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us.

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

9. Your Right to Claim Information.

If requested to do so in writing, we will provide you the following information relating to this and any preceding "improper sexual conduct" or "physical abuse" liability coverage we have issued to you during the previous three years:

- a. A list or other record of each "claim" that has been reported to us. We will include the loss date and a brief description of the "claim" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on our judgment. The reserved amounts are subject to change and should not be regarded as ultimate settlement values. If we cancel or elect not to renew this policy, upon receipt of written request, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from you within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of our receipt of this request.

We compile "claim" information for our own business purposes and exercise reasonable care in doing so. In providing this information to you, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

## **SECTION 7 - DEFINITIONS**

1. "Bodily injury" means physical injury, sickness or disease including emotional distress or mental anguish sustained by a person, "Bodily injury" includes death resulting from "improper sexual conduct" or "physical abuse".
2. "Claim" or "claims" means any demand or "suit" against any insured which seeks "damages" for "bodily injury" arising from "improper sexual conduct" or "physical abuse". It is understood that the "claim", "claims" or "suit" must result from "improper sexual conduct" or "physical abuse" that is committed during the effective dates of this policy.
3. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the "bodily injury" or "physical abuse" does not occur in the course of travel or transportation to or from any place not included in 3.a. above; or
  - c. All parts of the world if:
    - (1) The person or persons responsible for the acts of "improper sexual conduct" or "physical abuse" residence is in the territory described in 3.a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in 3.a. above or in a settlement we agree to.
4. "Damages" means the monetary portion of any judgment or award or a settlement to which we have consented, but does not include:
  - a. Civil or criminal fines, sanctions or penalties;
  - b. Punitive or exemplary damages;
  - c. The multiplied portion of multiplied "damages";
  - d. Any amount uninsurable under the law pursuant to which this coverage shall be construed; or
  - e. Equitable relief, including but not limited to, injunctions, restraining orders or restitution, as well as the costs of complying with equitable relief.
5. "Improper sexual conduct" means actual, attempted, or alleged unlawful sexual conduct by one person or two or more persons acting in concert as prohibited by federal or state law, including but not limited to sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, erotic physical contact, sexual injury, the failure to report an incident of "improper sexual conduct" to the proper authorities, the withholding of pertinent information concerning an incident of "improper sexual conduct" from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" following any form of "improper sexual conduct" for which an insured could be legally liable.

Each, every and all actual, threatened or alleged act or acts of "improper sexual conduct" committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of "improper sexual conduct" regardless of:

- a. the number of injured parties;
  - b. the period of time over which the act or acts of "improper sexual conduct" take place; or
  - c. the number of acts of "improper sexual conduct".
6. "Physical abuse" includes, but is not limited to, any act of actual or threatened assault, including assault with a deadly weapon or force likely to produce bodily harm, battery, unreasonable physical restraint or constraint, the failure to report an incident of "physical abuse" to the proper authorities, the withholding of pertinent information concerning an incident of "physical abuse" from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "physical abuse" following any form of "physical abuse" for which an insured could be legally liable. Each, every and all actual, threatened or alleged act or acts of "physical abuse" committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of "physical abuse" regardless of:
- a. the number of injured parties;
  - b. the period of time over which the act or acts of "physical abuse" take place; or
  - c. the number of acts of "physical abuse".
7. "Resident relative" means a person related to any of "your officers, directors, employees, volunteers, interns or students-in-training by blood, marriage, civil union or adoption and who is a member of the household of that officer, director, employee, volunteer, intern or student-in-training. "Resident relative" includes a ward or foster child.
8. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or verbal, visual or physical conduct of a sexual nature when such conduct:
- a. is linked implicitly or explicitly with a decision affecting the employment status of the past or present employee, volunteer status of the past or present volunteer or the business invitee status of the past or present business invitee of the insured,
  - b. interferes with the job performance of an employee, a volunteer or business invitee of the insured, or
  - c. creates an intimidating, hostile or offensive working environment for an employee, a volunteer or business invitee of the insured.
9. "Suit" or "suits" means a civil proceeding, including any appeal therefrom, in which "damages" because of "bodily injury" arising from "improper sexual conduct" or "physical abuse" to which this insurance applies are alleged. "Suit" or "suits" includes an arbitration proceeding alleging such "damages" to which you must submit or submit with consent. "Suit" or "suits" does not include any criminal action or proceeding.





# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

## **Request for Proposal (RFP) 22-129CSSS**

### **EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION**

\* Submit proposals and all questions/inquiries to:

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

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

**Proposals Due:  
December 9, 2022**

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

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## **Submission Deadline & Process:**

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

### **Provider to submit:**

\*\*\* Email Proposal to [procurement@ousd.org](mailto:procurement@ousd.org)

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

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

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

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



## B. RFP Schedule of Events

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

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

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

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

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

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

## GENERAL INFORMATION AND SPECIFICATIONS

### GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

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

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

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

***What is an RFP?*** An RFP (Request for Proposals ) is a Proposal-based selection process, in accordance with Public Contracts Code section 20111.5. It is a request by OUSD Dept. of Expanded Learning for organizations to submit their Proposals to be considered as an OUSD summer/ intersession provider for expanded learning programs, after which OUSD will determine which providers are qualified and award contracts based on that determination.

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

## C. Required Supporting Documentation

To support RFP responses and verify organizational Proposals, the following documentation is required. The *Application Questions* in Appendix II will directly reference these documents and ask for an elaboration of the information these documents provide. These documents do not count towards the 5-page limit for the RFP application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

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

## D. Introduction and Overview

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

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

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

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

Goals of Summer Learning Programs:

Rich learning experiences and knowledge development that incorporates:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Intersession-**

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

*terms sometimes utilized for brief concentrated courses.*

## E. Funding

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

Additionally, Lead Agency partners leverage other funding and resources to support high quality programs, including private grant dollars, AmeriCorps grants, volunteers, and other in-kind resources. Leveraging additional resources on behalf of the expanded learning programs is an essential function of the Lead Agency partner because of the reality that state and federal expanded learning grant dollars alone are often inadequate to run a high-quality program. Expanded Learning Opportunity Program (ELO-P) CDE introduced ELO-P funding in 2021 to increase expanded learning opportunities for unduplicated students.

- 21st Century After-School Safety and Enrichment for Teens (ASSETS) grants for high schools are federal funds. 21st Century ASSETS grants are awarded based on a highly competitive application process, and last for five years.
- For summer learning and intersession models agencies will receive a rate of \$30.54/student/day for any program TK-12. This higher rate allows agencies to meet the requirement of a 9 hour day, create staggered staffing schedules, and have additional staff to meet the 10:1 TK/K staffing requirement, as well as to integrate with morning academic programs to add small group pull out and/or enrichment rotation.

## F. Summer Learning/Intersession Program Operation:

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

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

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

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

*Please note that the below list of compliance requirements is not exhaustive. Lead Agencies are expected to know and comply with these and other district and state and federal requirements not listed here, including but not limited to state and federal laws and 12 requirements outlined in applicable OUSD Board policies and the Memorandum of Understanding (“MOU”) with OUSD which all Lead Agencies selected to serve a school site must sign and have approved by OUSD’s Governing Board. A sample MOU is attached as Appendix IV. Please note this MOU is subject to change depending on District needs. Applicants are encouraged to review it for more program requirement specifics.*

## G. Base-line Expanded Learning Program Requirements

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

Interested organizations must:

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



## PROGRAM EXPECTATIONS

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

### Program Days and Hours of Operation

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

### OUSD Required Summer Program Components

Every student in the summer program must receive:

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

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

## STAFFING EXPECTATIONS

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

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

## **SUMMER/INTERSESSION DELIVERABLES**

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

### **Attendance**

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

### **Program Close Out**

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

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

## H. Staffing

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

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

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

## I. Enrollment, Attendance, and Evaluation Documentation

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

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

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

## J. Contract and Payments

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

## K. Guidelines for Charging Fees

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

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

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

## L. RFP Process

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

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

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

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

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

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

## M. Minimum Proposals

OUSD is seeking applications from established community organizations with adequate fiscal reserves to cover at least 1 month of general operating expenses as a Lead Agency partner. Grant funds sub-contracted to Lead Agency partners do not cover the full cost of running a full comprehensive summer learning program in Oakland; thus,

organizations choosing to serve in the Lead Agency role must be financially stable and demonstrate the capacity to leverage other resources in support of youth programming.

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

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

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

## N. Application Submission Contents

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

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

- 1) **Proposal Cover Sheet** (see Appendix I for sample)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should state that the proposing agency is willing and able to perform the commitments contained in the application.
- 3) **Written Responses to Application Questions** (no more than 8 double double-spaced pages in response to the four (4) titled sections that appear in Appendix II Application Questions), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Boilerplate Checklist**: “ Expanded Learning Program and Services Agreement”  
-Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFQ (Appendix IV, version for Fiscal Year 21-22), and that your firm is willing to comply with OUSD contracting requirements.
- 6) **Sample Program Schedule and Summary**: Based on the sample program budget in question (2), please provide a sample program schedule along with a short description of each activity. No more than (2) pages.

## O. Application Submission Details

### FORMAT

All submissions must be on the RFP Application Form, typed using an easy to read 12-point font such as Arial or Times New Roman and one inch margins. All submissions must be double-spaced. All submissions must answer all four (4) titled sections below in no more than 8 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III).

## RECEIPT OF PROPOSAL PACKAGES:

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

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

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

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local Business Program**

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

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



## P. Evaluation and Selection

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

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

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

**The District reserves the right without limitation to:**

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

## Evaluation Rubric

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

## Q. Terms & Conditions for Receipt of Applications

### Errors and Omissions by Applicant

Applicants are responsible for reviewing all portions of this RFP, and promptly notifying the District, in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the District promptly after discovery, but in no event later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

### Change Notices

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

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

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

### Financial Responsibility

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

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

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

### Reservations of Rights by the District

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

- Reject any or all applications;

- Reissue a Request for Proposals ;
- Prior to submission deadline for applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the applications;
- Procure any materials, equipment or services specified in this RFP by any other means;
- Determine that no project will be pursued.

## No Waiver

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

## R. Standard Contract Provisions

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

# APPENDIX I: RFP Application

## 2022 OUSD Request for Proposals Application (Template)

(Email [procurement@ousd.org](mailto:procurement@ousd.org) for template) ASES, 21st CCLC, ELO-P, and ASSETS  
Expanded Learning Programs

### Cover Sheet Template:

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

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

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

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

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

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

On behalf of \_\_\_\_\_ (Agency), I, \_\_\_\_\_ (name)

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

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

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

## APPENDIX II: Application Questions

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

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

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

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

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



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

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

**Your budget must detail:**

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

**3. AGENCY INFRASTRUCTURE (2 Pages)**

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

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

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

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

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

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

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

## APPENDIX III. Instructions for RFP Application

### Submission:

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

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

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

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

### Required Supporting Documentation Instructions:

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

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

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

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

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

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

## Facilities

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

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

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

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

<b>Signature</b>	
<b>Date</b>	
<b>Name and Title of Signatory</b>	
<b>Name of Organization</b>	

# APPENDIX V: SAMPLE OF OUSD SERVICES AGREEMENT

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

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

The parties hereby agree as follows:

### **1. Term.**

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

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

### **2. Services.**

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

### **3. Alignment and Evaluation.**

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

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

### **4. Inspection and Approval.**

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



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

#### **5. Data and Information Requests.**

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

#### **6. Confidentiality and Data Privacy.**

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

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

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

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

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

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

#### **7. Copyright/Trademark/Patent/Ownership.**

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

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

## **8. Compensation.**

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

a. The compensation under this Agreement shall not exceed:

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

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

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

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

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

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

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

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

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

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

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

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

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

## **11. Termination.**

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

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

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was

provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

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

## **12. Legal Notices.**

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

### **OUSD**

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

### **VENDOR**

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

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

## **13. Status.**

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

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

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

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

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

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

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

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

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

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

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

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

(x) VENDOR can negotiate its own rates;

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

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

#### **14. Qualifications and Training.**

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

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

#### **15. Certificates/Permits/Licenses/Registration.**

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

## **16. Insurance.**

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

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

## **17. Testing and Screening.**

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

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

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

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

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

**18. Incident/Accident/Mandated Reporting.**

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

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

**19. Coronavirus/COVID-19.**

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

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

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

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

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

**20. Assignment.**

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

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

**21. Non-Discrimination.**

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

**22. Drug-Free/Smoke Free Policy.**

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

**23. Waiver.**

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

**24. No Rights in Third Parties.**

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

**25. Conflict of Interest.**

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

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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



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

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

**27. Limitation of OUSD Liability.**

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

**28. Indemnification.**

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

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

**29. Audit.**

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

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

**30. Litigation.**

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

**31. Incorporation of Recitals and Exhibits.**

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

**32. Integration/Entire Agreement of Parties.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**33. Severability.**

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

**34. Provisions Required By Law Deemed Inserted.**

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

**35. Captions and Interpretations.**

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

**36. Calculation of Time.**

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

**37. Counterparts and Electronic Signature.**

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

**38. W-9 Form.**

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

**39. Agreement Publicly Posted.**

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

**40. Signature Authority.**

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

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

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

**41. Contract Contingent on Governing Board Approval.**

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

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

**VENDOR**

Name: \_\_\_\_\_

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

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

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

**OUSD**

Name: \_\_\_\_\_

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

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

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: \_\_\_\_\_

Position: Secretary, Board of Education Date: \_\_\_\_\_

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

## Sample Contract - Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Proposer/ Vendor Forms Checklist to Complete**

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

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

**Exhibit A**  
**Standard Form Response:**

**A. GENERAL INFORMATION**

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

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2. Tel: \_\_\_\_\_ Website: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

**B. LEGAL INFORMATION**

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

Yes No

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

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

Yes No

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

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

Yes No

If yes, provide details:

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

Yes No

If yes, provide details:

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**Exhibit B**  
**References:**

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

**Reference 1:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Reference 2:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

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**Reference 3:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

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**Exhibit C  
Proposal Price Form**

Service Description:

Annual Pricing:

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Total Annual Amount of Proposal:

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Additional Fees or Special Request Costs:

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Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

## **Exhibit D Terms and Conditions**

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

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
  
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
  
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

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

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

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

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

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

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

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

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

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

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

Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title



## **EXHIBIT F INSURANCE**

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

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

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

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

**EXHIBIT G  
WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

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

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

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

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

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

Contractor Name: \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_

Title of Signor \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

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

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

**EXHIBIT H  
FINGERPRINTING CERTIFICATION**

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

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

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Typed or Printed Name

Address

Title

Telephone Number

Signature

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

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

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

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

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

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

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

**EXHIBIT I**  
**NON-COLLUSION DECLARATION**

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

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

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

**EXHIBIT J  
PIGGYBACK CLAUSE**

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

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

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

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

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

Option Granted      (\_\_\_\_) YES

Option Granted      (\_\_\_\_) NO

**EXHIBIT K**  
**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

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

---

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

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Name of Company	Address	City and State
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Area Code	Telephone #	Fax #
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Federal Tax ID Number

**EXHIBIT L**  
**Data Request - OUSD Data Privacy and Management Agreement**

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

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

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

**Bidder agrees to the following confidentiality statements:**

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

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

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

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

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

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

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



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

## **LIABILITY**

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

## **TERMINATION**

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

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

**GENERAL UNDERSTANDING**

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

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

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

**Proposer :**

\_\_\_\_\_  
Name of Proposer's Signee

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

\_\_\_\_\_  
Title of Proposer's Signee

## APPENDIX VI: Appeals Process for Applicants

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

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

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

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

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

Appellants will receive written notice of the outcome of their appeal February 1, 2022. In the event that an applicant's appeal is successful, the agency will be treated as all other prequalified agencies.

# APPENDIX I: RFP Application

## 2022 OUSD Request for Proposals Application (Template)

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

### Cover Sheet Template:

Organization Name	East Oakland Youth Development Center		
Primary Contact Person:	Landon Hill	Secondary Contact Person:	Selena Wilson
Email:	landon@eoydc.org	Email:	selena@eoydc.org
Telephone #:	510-569-8088	Telephone #:	510-569-8088

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

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

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

*East Oakland Youth Development Center has the capacity to serve one school site using a school-based model. We would prefer the selected school site to be in East Oakland.*

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

*One school site is optimal for ensuring that high quality summer learning services will be delivered by qualified, trained staff, and that the number of staff and students served do not exceed our administrative capacity and resources (i.e., staff supervision, human resources, evaluation and monitoring, etc.). (EOYDC will continue to operate our Summer Cultural Enrichment Program at our center in East Oakland.)*

On behalf of East Oakland Youth Development Center (Agency), I, Selena Wilson (name)  
(Position), declare under penalty of perjury under the laws

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

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

Date: 12/9/2022 \_\_\_\_\_

## **Appendix II: Application Questions**

### **1. ORGANIZATIONAL CAPACITY**

**Mission, Vision, and Alignment:** Since 1978, the East Oakland Youth Development Center (EOYDC) has pursued our mission of developing the social and leadership capacities of children and youth in and beyond East Oakland, supporting them to achieve excellence in education, careers, and service to their communities. Our long-term vision is to develop a community of empowered youth and young adults with the character, skills, and networks to reach their full potential and positively contribute to society.

Serving 1,000 predominantly Black/Brown young people (ages 5 to 24) each year, EOYDC operates a continuum of year-round educational and enrichment programming. Our programs are based on solid research which demonstrates that interventions that foster relationships with caring adults and mastery of technical and social skills lead to increased mental and physical well-being and civic engagement among youth from systematically oppressed communities. All programs integrate our signature Cascading Mentorship model which engages youth as peer mentors for their younger counterparts, supporting achievement and success while creating a pipeline of future leaders.

EOYDC's experience with academic achievement and holistic youth development is aligned with OUSD's need for lead agencies to operate summer learning programs. In addition to delivering year-round educational enrichment for kindergarten to college students, **EOYDC has operated the six-week Summer Cultural Enrichment Program (SCEP) for 26 years,** engaging up to 150-200 students (ages 6-12) each summer.

**Experience and Approach:** EOYDC has partnered with OUSD to supplement learning for students in East Oakland for decades. From 2013 to 2016, our organization served as the lead agency for on-site, after-school programming at Roots International Academy and Futures

Elementary School, both of which are located within a two-mile radius of our center. EOYDC is currently partnering with Rise Academy, New Highland Community School, Elmhurst United Middle School, and Encompass Academy to pick students up from school and transport them to our center to participate in afterschool programming. In addition, EOYDC's staff visit Elmhurst United Middle School's campus every Friday to lead hour-long restorative justice and socioemotional learning (SEL) activities.

Given our longstanding presence as an East Oakland anchor institution and established relationships with local public schools, EOYDC has deep experience working with students who live and study within our zip code (94621), along with neighboring zip codes. Due to the historic marginalization of Black/Brown residents in East Oakland, EOYDC is well aware that challenging social conditions, such as violence, child abuse and neglect, poverty, and food insecurity, cause elevated levels of trauma among students. Our organization is committed to recognizing and acknowledging this trauma, the systemic oppression at the foundation of this trauma, creating safe spaces for students to heal, and responding to their needs with sensitivity.

**Collaboration and Shared Decision Making:** Youth leadership is an integral component of EOYDC's programming, from integrating the Cascading Mentoring model to training older youth (ages 14-24) to serve in stipended leadership positions. As new programs are piloted, our leadership team uses co-design methods to obtain and incorporate meaningful feedback from students. This collaborative philosophy extends to our partnerships with schools. For instance, our leadership team met with Elmhurst United Middle School's administrators last year to identify student needs and discuss how to better support them. Through these conversations, Elmhurst decided to invite EOYDC staff to support their restorative justice component in the



classroom environment. EOYDC also works closely with other OUSD school partners to ensure that our afterschool curriculum complements classroom lessons.

**Hiring, Retention, and Professional Development:** EOYDC transcends a racial equity lens in that equity, belonging, dignity, and justice comprise the foundation of our organization, from our staffing model to educational pedagogy that integrates African and Indigenous practices. Our work centers on marginalized communities and therefore requires strategies that recognize and seek to redress the inequities and disparities our communities face.

Committed to hiring employees with demonstrated commitment to serving marginalized communities, more than 50% of our staff and 100% of our executive team are EOYDC alumni. Many staff members are also OUSD alumni, including our CEO who graduated from Castlemont High School. All of our staff identify as Black, Brown, or Asian, reflecting the demographics of youth in our programs. In addition to regular staff trainings and retreats that cover culturally resonant youth development approaches, EOYDC recently launched monthly collaborative meetings that engage program leads in exploring and incorporating best practices in education into our programs.

## **2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT**

**Budget Narrative:** EOYDC's expanded summer learning program budget assumes that our organization will operate at a single elementary school site (preferably in East Oakland) and will serve 100 students. Personnel expenses will include the Extended Learning Manager, Summer Site Coordinator, and Instructional Aides. Given EOYDC's pedagogy, our budget accounts for a higher threshold of instructional aides than required to ensure high caliber programming. Per the section below, EOYDC is prepared to cover these additional costs. Additional program costs

include supplies for student activities, costs associated with field trips (e.g., admission, bus rentals, etc.), and special events (e.g., “Family Night”).

**Additional Funding:** With a \$3.95M organizational budget for the current fiscal year, healthy operating reserves, 40+ government and foundation/corporate supporters, and an endowment, EOYDC is in strong fiscal standing. To cover the cost of running the expanded summer learning program, our organization will **commit \$153,172 in unrestricted funding** that has already been secured. In addition, EOYDC will work with the City of Oakland’s Summer Food Service Program to secure in-kind services in the form of free meals (lunch and afternoon snack).

Comprising 9.5% of the program budget, the value of these in-kind contributions is \$23,460. As reflected in the attached budget, additional in-kind contributions include EOYDC’s leadership team (i.e., CEO, CPO, etc.) to support program planning, implementation, and coordination.

**Fiscal Management:** EOYDC has strong financial management systems in place, including documented fiscal procedures and systems of checks and balances to ensure accountability and compliance. EOYDC’s CEO and Board Finance Committee work in concert to oversee cash flow planning, prepare budgets, and track operational metrics, with oversight and monitoring provided by the full Board of Directors. EOYDC’s Finance Manager works closely with an external accounting firm (Briones International LLC) to manage payroll, accounts payable, accounts receivable, financial reporting, etc. EOYDC’s finance team leverages leading financial systems such as Bill.com (vendor payments), ADP (payroll), and Quickbooks to support GAAP and Sarbanes-Oxley compliant accounting and record-keeping practices.

EOYDC’s accounting procedures include tight protocols specific to grant management. Grant funds and expenses are carefully tracked, reported, and reviewed via QuickBooks.

EOYDC also engages in an annual independent financial audit process led by a CPA, with audits consistently demonstrating fiscal compliance with no major deficiencies.

### **3. AGENCY INFRASTRUCTURE**

**Organizational Chart:** Please reference the attached organizational chart which shows how the OUSD expanded learning program will fit within EOYDC's infrastructure. The program will fall under the purview of our K-12 education programs, which are headed by our Chief Programs Officer (CPO) and Director of K-12 programs and implemented by a team of 10 staff members, with additional support from youth interns. Administratively, EOYDC will be hiring a new Chief Operating Officer position that will oversee a team of six staff members that provides administrative, finance, and facilities support.

Youth Leaders will be an integral part of our expanded learning program design. Typically high school or college students, Youth Leaders serve as supportive mentors and role models. All Youth Leaders receive pre-interview training in professional development (i.e., resume building, interview skills, networking, communication, team work, etc.), along with training on cognitive development, positive discipline, techniques to work with young children, safety protocols, etc. Once selected to participate in the internship, they receive a competitive stipend for their service, as well as ongoing professional development and academic support.

**Administrative Systems, Procedures, and Compliance:** EOYDC's CPO and Director of K-12 Programming will ensure that the expanded summer learning program complies with OUSD and California Department of Education (CDE) requirements, including ensuring a ratio of at least one staff member for every 20 students (grades 1-6). EOYDC will initiate recruiting in February 2023 to ensure that expanded summer learning staff are recruited, hired, and trained in time to initiate the program. Our recruitment strategy will include working with local colleges and

universities to source qualified candidates who meet OUSD Instructional Aide requirements. EOYDC will also hire an Extended Learning Manager who will supervise a full-time summer Site Coordinator to implement and lead day-to-day activities at the OUSD site.

EOYDC's CPO and K-12 staff will meet regularly with the Extended Learning Manager and Site Coordinator to ensure the program meets weekly milestones. Tasks such as documenting attendance will be part of the Site Coordinator's responsibility, with support provided by EOYDC's administrative team. EOYDC is equipped for both electronic and paper recordkeeping, including storing cloud-based digital files and maintaining a secured onsite office for storing sensitive documents.

**Site Coordinator Role:** Please see the attached Site Coordinator job description. As part of their duties, the Site Coordinator will liaison with school leadership to plan and implement summer program activities, including meeting as a team to discuss feedback and refinements.

#### **4. YOUTH EXPERTISE, PROGRAM QUALITY ASSESSMENT & ALIGNMENT**

**Supporting Youth Development:** EOYDC's programs are based on our Theory of Change which strives to build the capacities of young people by leveraging connections to relatable, nurturing, and invested peers and adults. Within these connections, our organization creates a supportive, healing, and culturally sustaining environment while emphasizing five elements of success: character building, readiness, access, socio-emotional learning, and social justice.

While the details of our summer program will be determined collaboratively, EOYDC and OUSD are aligned in the belief that young people require a sense of safety, wellbeing, and support to meet their potential and that engaging in fun, stimulating activities enriches their experience. To this end, summer programming will integrate the following four components:

Education: Teaching and exposing young people to ideas, concepts, and information to ensure they possess the socio-emotional, navigational, and academic skills needed to obtain formal education that will improve their chances of earning a meaningful, well-paying career.

Arts: Providing opportunities for young people to develop creative skill sets, while offering exposure to career paths and networks in the visual and performing arts.

Wellness: Facilitating the overall wellbeing of young people through exercise and nutrition to ensure students are operating at maximum capacity when striving to achieve their goals.

Careers: As appropriate based on students' ages, developmental stages, and grade level, providing direct career-readiness training, internships, and job placement so that our participants are able to have financial stability while building skills and gaining experience.

With regard to our experience, EOYDC has served as an anchor educational and community institution in East Oakland for more than four decades. During this time, our organization has served thousands of predominantly Black/Brown children and youth, the vast majority of whom are OUSD students. Of note, EOYDC has offered the highly successful SCEP since 1996, providing Oakland students with free full-day summer programming. Recent program evaluation data of our program provided by the Oakland Fund for Children and Youth (OFCY) shows that the SCEP successfully served nearly 120 young people this past summer (2022), totaling more than 16,000 hours of in-person service.

Demographically, nearly all EOYDC participants identify as Black or Brown, with the following racial/ethnic breakdown: 80% Black/African American, 14% Latinx, 2% Asian/Pacific Islander, and 4% other. At least 80% qualify for free or reduced-price school lunch. As noted previously, 100% of our staff members identify as Black, Brown, or Asian and many grew up in

East Oakland or similar communities, equipping them with lived experience and a unique understanding of our priority population's challenges and strengths.

**CDE Quality Standards:** EOYDC's program offerings are in direct alignment with CDE's Quality Standards for Expanded Learning Programs. One of EOYDC's greatest strengths is establishing safe, healthy environments for young people to learn and grow. Our organization accomplishes this in several different ways, including decorating spaces to showcase scholars' work and interests, hiring staff who have shared racial/ethnic backgrounds and/or lived experiences, and training all staff and interns on safety protocols/procedures. EOYDC also promotes safety by integrating a trauma-informed care approach that recognizes and acknowledges the many traumas that students have experienced and carry with them into every space they enter. As such, our staff is trained in recognizing and responding to certain behaviors students may exhibit, and to avoid retraumatizing or triggering them while working to create an environment in which they can begin to heal.

While EOYDC uses various strategies to achieve these goals, a core method is the evidence-based Positive Discipline model. In Positive Discipline, student behavior is reinforced by acknowledging when they demonstrate behaviors expected of them and correcting behavior in a way that maintains the dignity of the student. This approach supports EOYDC to foster an environment that is responsive to helping students learn in community with others, process their feelings and emotions in healthy ways, and participate more fully in activities.

EOYDC's practice of implementing engaging academic and enrichment activities, paid internships opportunities for young people, and strong partnerships with OUSD and other local organizations further demonstrates the alignment of our work with the Quality Standards of Expanded Learning Programs.

**Staff Knowledge and Understanding:** As an expert in the field of youth development, EOYDC trains other nonprofit organizations on our successful models of youth development. EOYDC has formalized our intermediary role in mentoring nonprofits engaged in youth training, developing partnerships with the Hidden Genius Project, Youth Uprising, and Hack the Hood to train their staff on our models. In 2020, the Robert Wood Johnson Foundation published an interdisciplinary research project on EOYDC's approach to social capital of youth development. Our executive team has published various thought leadership pieces, including CPO Dr. Landon Hill's doctoral dissertation on *Re-Thinkin' Language Rules: Psychological and Educational Impacts of African American Students Navigating Various Language Practices*.

To ensure that all expanded learning staff will have knowledge and understanding of youth development best practices, EOYDC will ensure that all new staff members and youth leaders/interns receive training to support and facilitate their work with OUSD students, with emphasis on socio-emotional learning, cognitive development, culturally resonant approaches, and trauma-informed, healing-centered care. Staff members will be invited to participate in new monthly ongoing training sessions that cover the previously stated topics and more, including culturally sustaining pedagogy, project-based learning, reality pedagogy, etc.

**Evaluating Program Quality:** As a recognized best practice model for serving youth, EOYDC conducts ongoing evaluations to measure our impact in achieving our mission, goals, and objectives. From 2015 to 2018, EOYDC participated in PropelNext, a capacity-building program funded by the Edna McConnell Clark and Hewlett Foundations to help youth-focused nonprofits improve their program models by practicing ongoing evaluation and analysis. As a result of participating in this initiative, EOYDC now captures youth metrics specific to our programs and applies a rigorous methodology that incorporates dosage (# of services/youth) and duration

(length of engagement with EOYDC). The insights gained from analyzing these metrics help leadership identify and implement program improvements and better understand the broader impact of our programs on youth's lives.

As a standard practice, EOYDC collects qualitative and quantitative data from parents, students, and staff with emphasis on students' enjoyment of the program(s), students' self-perceived development in key socio-emotional areas (i.e., character, leadership, communication, emotional regulation, etc.), parents' observations about areas of growth among their children, and the number of opportunities young people have to explore and/or learn new things. Qualitative information is collected from participants through interactive discussions and observations, along with supporting documents like program attendance as appropriate. At the end of each semester and summer, our programs team reviews survey data from parents and students, and compares it against projected outcomes.

As a whole, EOYDC uses an iterative approach, constantly reassessing measures of progress and program effectiveness and implementing program refinements. This partly stems from the recognition that many standard evaluation metrics are not designed for our population of young people and do not capture the full impact of our work with Black and Brown youth because they are intended to measure success among other populations. EOYDC is currently working with Dr. Shannette Porter, Director of Research and Senior Fellow at Student Experience Research Network, to develop success indicators effective for our unique population. Additionally, the Oakland Fund for Children and Youth's external evaluation team conducts regular third-party assessments and shares the results with our team to support program refinements.



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

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

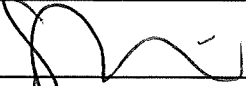
## Facilities

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

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

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

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

<b>Signature</b> 	
<b>Date</b> 11/23/2022	11/23/2022
<b>Name and Title of Signatory</b>	Selena Wilson, Chief Executive Officer
<b>Name of Organization</b>	East Oakland Youth Development Center



## Sample Program Description and Schedule

The East Oakland Youth Development Center (EOYDC) is dedicated to serving children and youth who live and/or attend school in East Oakland and surrounding communities. To this end, we offer robust programming year-round to support the holistic health and development of our students. Every year during OUSD's summer break schedule, EOYDC offers a low-cost program to students, ages 6-12, called the Summer Cultural Enrichment Program (SCEP). This is a 6-week program that is held on-site, consisting of academic classes (math, science, language arts), enrichment activities (art, tech, fashion), field trips, and special events. **While this program is typically operated exclusively at EOYDC, we welcome the opportunity to provide the same program offering to additional OUSD students at one of the school campuses, preferably in East Oakland.**

During the OUSD Summer Expanded Learning program, students will have the opportunity to participate in a variety of classes and activities that support their socio-emotional development, continue to hone their academic skills, and foster pride in their cultural heritages. To do this, EOYDC is exploring partnerships with local colleges and organizations to identify early-career educators to serve as Instructional Aides, leading daily classes/activities with students. There will be one Instructional Aide assigned to each grade-group (five total). Instructional Aides will be responsible for developing the curriculum for students and leading most activities. Additionally, in keeping with EOYDC's cascading mentorship model – which places our high school and college students in various leadership positions -- two youth interns will support Instructional Aides in each grade-group. Interns will be responsible for assisting students with activities throughout the day and periodically leading activities developed by and with the support of Instructional Aides.

Daily programming will consist of a 15-minute community circle (called Harambe, meaning “all pull together” in Kenya's national language of Kiswahili), a mix of academic and enrichment classes, recess, and “Imagination Labs.” Academic classes will be developed to help students maintain skills in traditional school subjects such as math, science, and language arts. Enrichment classes will consist of topics such as art, dance, and fashion. Imagination Labs incorporate play-based activities that encourage students to have fun, use their imagination, and achieve developmental milestones for their age. Each class and Imagination Lab will last 45 minutes, with 15 minutes of clean-up and transition to the next class/activity. Breakfast, lunch,



and an afternoon snack will be provided each day. Students will also have the opportunity to attend field trips and special events at multiple points throughout the summer.

Programming will be held daily, Monday-Thursday, from 8:30am-5:30pm. A sample of the daily schedule is presented below:

<b>Summer Expanded Learning Sample Schedule</b>	
<b>Times</b>	<b>Activities</b>
8:00 am - 8:30 am	Staff Arrival/Prep
8:30 am - 9:00 am	Arrival/Before Care
9:00 am - 9:30 am	Breakfast
9:30 am - 9:45 am	Harambe
9:45 am - 10:45 am	Life Skills
10:45 am - 11:45 am	Math
11:45 am -12:15pm	Lunch
12:15 pm - 12:45 pm	Recess
1:00 pm - 2:00 pm	Art
2:00 pm - 3:00 pm	Inside Choice Time
3:00 pm - 3:30 pm	Snack
3:30 pm - 4:30 pm	Enrichment
4:30 pm - 5:30 pm	Imagination Lab
5:30 pm - 5:30 pm	Choice Time/Pick-up
5:30 pm - 6:30 pm	Staff Clean-up

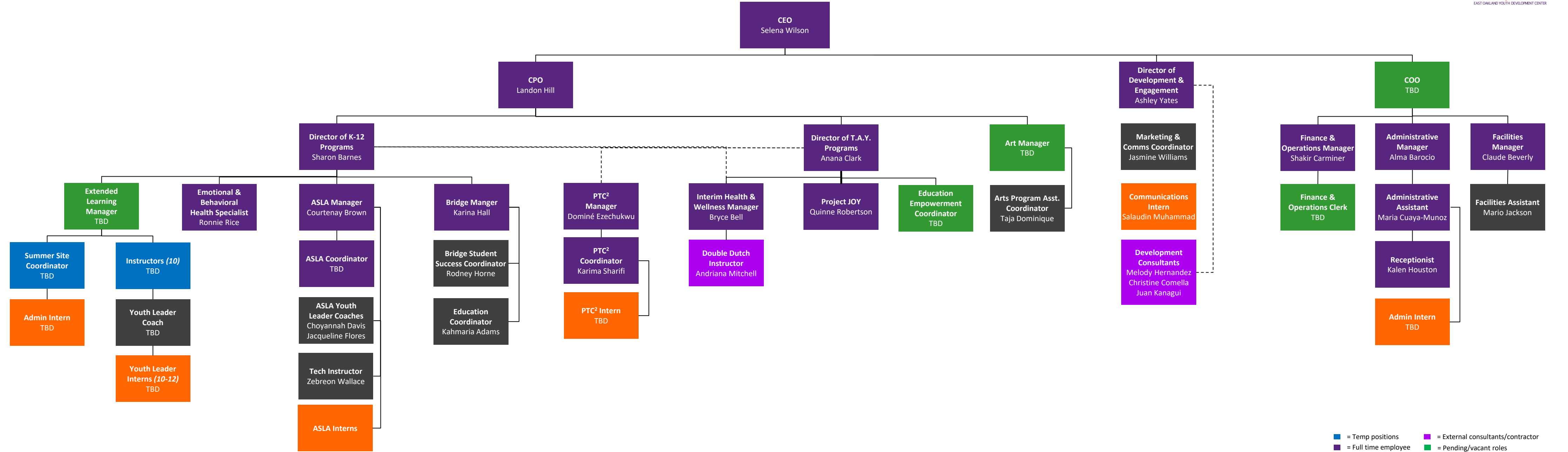
# OUSD Expanded Learning for Summer Learning & Intersession Budget (RFP #22-129CSSS)

TK-12 2022

<b>Lead Agency</b>	East Oakland Youth Development Center			
<b># of summer students</b>	100			
<b># of summer program days</b>	24			
<b>Total OUSD Funds</b>	<b>\$73,296</b>	<b>OUSD Funds</b>	<b>Lead Agency Leveraged Contributions</b>	<b>TOTAL</b>
<b>CONTRACTED SERVICES</b>				
	Chief Executive Officer	\$0	\$4,000	\$4,000
5825	Chief Program Officer	\$0	\$6,500	\$6,500
5825	Finance & Operations Manager	\$0	\$5,000	\$5,000
5825	K-12 Program Director	\$0	\$21,250	\$21,250
5825	Extended Learning Manager (EOYDC employee)	\$10,000	\$6,750	\$16,750
5825	Youth Leader Coach	\$0	\$10,920	\$10,920
5825	Summer Site Coordinator (EOYDC employee)	\$12,000	\$5,120	\$15,120
5825	Instructional Aides (10 of staff 40 total hours/week; \$25 hourly rate; 9 weeks including prep and training/professional development time)	\$45,000	\$45,000	\$90,000
5825	Employee benefits	\$0	\$7,600	\$7,600
	<b>Total services</b>	<b>\$67,000</b>	<b>\$106,140</b>	<b>\$173,140</b>
<b>BOOKS AND SUPPLIES</b>				
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$499	\$6,501	\$7,000
5829	Field Trips (fees, supplies)	\$2,500	\$2,500	\$5,000
	Rental bus for field trips	\$2,319	\$2,681	\$5,000
	Snacks	\$0	\$3,600	\$3,600
	Incentives	\$0	\$1,000	\$1,000
	Youth Stipends	\$0	\$30,000	\$30,000
	Family Night supplies	\$250	\$750	\$1,000
	<b>Total books and supplies</b>	<b>\$5,568</b>	<b>\$47,032</b>	<b>\$52,600</b>
<b>IN-KIND DIRECT SERVICES</b>				
	City of Oakland Summer Food Service Program (SFSP)	\$0	\$0	\$23,460

	Total value of in-kind direct services			<b>\$23,460</b>
<b>SUBTOTALS</b>				
	<b>Subtotals DIRECT SERVICE</b>	<b>\$72,568</b>	<b>\$153,172</b>	<b>\$249,200</b>
	<b>Allowable lead agency admin (at 4% of contracted funds or less)</b>	<b>\$728</b>	<b>\$0</b>	<b>\$728</b>
<b>TOTALS</b>				
	Total budgeted per column	\$73,296	\$153,172	\$249,928

# EOYDC Org Structure



- = Temp positions
- = Full time employee
- = Part time employee
- = Pending/vacant roles
- = Work based learning internship
- = External consultants/contractor



# Wells Fargo Combined Statement of Accounts

November 30, 2022 ■ Page 1 of 6



EAST OAKLAND YOUTH  
DEVELOPMENT CENTER  
PAYROLL ACCT  
8200 INTERNATIONAL BLVD  
OAKLAND CA 94621-2234

## Questions?

*Available by phone 24 hours a day, 7 days a week:*

We accept all relay calls, including 711

1-800-CALL-WELLS (1-800-225-5935)

*En español:* 1-877-337-7454

*Online:* wells Fargo.com/biz

*Write:* Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wells Fargo.com/digitalbusinessresources to explore tours, articles, infographics, and other resources on the topics of money movement, account management and monitoring, security and fraud prevention, and more.

## Account options

*A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com/biz or call the number above if you have questions or if you would like to add new services.*

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

## Summary of accounts

### Checking and Savings

<i>Account</i>	<i>Page</i>	<i>Account number</i>	<i>Ending balance last statement</i>	<i>Ending balance this statement</i>
Initiate Business Checking <sup>SM</sup>	2	xxxxxxxxxx	703.86	2,387.21
Business Market Rate Savings	4	xxxxxxxxxx	267,028.22	462,190.15
Total deposit accounts			\$267,732.08	\$464,577.36

## Initiate Business Checking <sup>SM</sup>

### Statement period activity summary

Beginning balance on 11/1	\$703.86
Deposits/Credits	136,000.00
Withdrawals/Debits	- 134,316.65
Ending balance on 11/30	\$2,387.21

Account number: **XXXXXXXXXX**EAST OAKLAND YOUTH  
DEVELOPMENT CENTER  
PAYROLL ACCT*California account terms and conditions apply*For Direct Deposit use  
Routing Number (RTN): 121042882For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/4	<	Business to Business ACH Debit - ADP Payroll Fees ADP Fees 221104 798086285186R06 East Oakland Youth Dev		482.59	221.27
11/8		Online Transfer From East Oakland Youth Business Checking xxxxxx9004 Ref #1b0Gv8Q8Q6 on 11/08/22	68,000.00		68,221.27
11/9	<	Business to Business ACH Debit - ADP Wage Pay Wage Pay 221109 572049798574Nit East Oakland Youth Dev		43,619.08	24,602.19
11/10	<	Business to Business ACH Debit - ADP Tax ADP Tax 221110 Kqnit 111019A01 East Oakland Youth Dev		18,796.05	5,806.14
11/18	<	Business to Business ACH Debit - ADP Payroll Fees ADP Fees 221118 799085787895R06 East Oakland Youth Dev		342.42	5,463.72
11/21		Online Transfer From East Oakland Youth Business Checking xxxxxx9004 Ref #1b0Gyg4Vbv on 11/21/22	68,000.00		73,463.72
11/22	<	Business to Business ACH Debit - ADP Tax ADP Tax 221122 Kqnit 112320A01 East Oakland Youth Dev		18,677.28	
11/22	<	Business to Business ACH Debit - ADP Wage Pay Wage Pay 221122 663057040717Nit East Oakland Youth Dev		43,918.03	10,868.41
11/23	<	Business to Business ACH Debit - ADP Wage Pay Wage Pay 221123 549085428195Nit East Oakland Youth Dev		900.00	9,968.41
11/25	<	Business to Business ACH Debit - ADP Payroll Fees ADP Fees 221125 387586174114R06 East Oakland Youth Dev		114.18	9,854.23
11/28	<	Business to Business ACH Debit - ADP Tax ADP Tax 221128 Kqnit 112321A02 East Oakland Youth Dev		161.75	
11/28	<	Business to Business ACH Debit - Newport Trust CO Payment 221125 19087530 East Oakland Youth Dev		7,305.27	2,387.21
Ending balance on 11/30					2,387.21
Totals			\$136,000.00	\$134,316.65	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

< *Business to Business ACH: If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

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**Monthly service fee summary**

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/01/2022 - 11/30/2022 Standard monthly service fee \$10.00 You paid \$0.00

The bank has waived the fee for this fee period.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$1,000.00	\$9,988.00 <input type="checkbox"/>
• Minimum daily balance	\$500.00	\$221.27 <input type="checkbox"/>

C1/C1

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**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Transactions	10	100	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

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**Other Wells Fargo Benefits**

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.



## IMPORTANT ACCOUNT INFORMATION

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NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

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The Internal Revenue Service (IRS) requires Wells Fargo to report information regarding the amount of interest, dividend or miscellaneous income earned as well as gross proceeds from sales by providing you with various IRS Forms 1099 based on the different types of transactions that occurred in your account during the calendar tax year (the IRS reportable threshold). For example, if you have interest or dividends in the amount of \$10 or more during that timeframe, you will receive a Form 1099-INT from Wells Fargo.

For more information, visit Wells Fargo Tax Center at <https://www.wellsfargo.com/tax-center/>.

#### Other Wells Fargo Benefits

Shopping online this Holiday Season? Avoid scams by watching for red flags like pressure to buy right away, rude or pushy language, or unusually specific ways to pay such as gift cards, crypto or payment apps. Learn more at [www.wellsfargo.com/security](http://www.wellsfargo.com/security).

## Business Market Rate Savings

### Statement period activity summary

Beginning balance on 11/1	\$267,028.22
Deposits/Credits	201,203.04
Withdrawals/Debits	- 6,041.11
<b>Ending balance on 11/30</b>	<b>\$462,190.15</b>

Account number: **XXXXXXXXXX**

EAST OAKLAND YOUTH  
DEVELOPMENT CENTER

*California account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

### Interest summary

Interest paid this statement	\$21.58
Average collected balance	\$322,479.65
Annual percentage yield earned	0.08%
Interest earned this statement period	\$21.58
Interest paid this year	\$102.99

### Transaction history

<i>Date</i>	<i>Description</i>	<i>Deposits/ Credits</i>	<i>Withdrawals/ Debits</i>	<i>Ending daily balance</i>
11/8	< Business to Business ACH Debit - Commerce Bank Payment 221107 197830000085524 Eoydc		6,041.11	260,987.11
11/22	Online Transfer From East Oakland Youth Business Checking xxxxx9004 Ref #lb0Gyp8S7H on 11/22/22	200,000.00		460,987.11
11/25	Theautoclubgroup Corporate 221123 xxxxx4590 East Oakland Youth Dev	31.44		461,018.55

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**Transaction history(continued)**

<i>Date</i>	<i>Description</i>	<i>Deposits/ Credits</i>	<i>Withdrawals/ Debits</i>	<i>Ending daily balance</i>
11/29	Pacific Gas & El Corporate 221128 xxxxx4590 East Oakland Youth Dev	1,150.02		462,168.57
11/30	Interest Payment	21.58		462,190.15
Ending balance on 11/30				462,190.15
Totals		\$201,203.04	\$6,041.11	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

< *Business to Business ACH: If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/01/2022 - 11/30/2022	Standard monthly service fee \$5.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$300.00	\$260,987.11 <input type="checkbox"/>
• Total automatic transfers from an eligible Wells Fargo business checking account	\$25.00	\$0.00 <input type="checkbox"/>

YC/YC

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**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Deposited Items	0	20	0	0.50	0.00
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Total service charges					\$0.00



# Initiate Business Checking<sup>SM</sup>

November 30, 2022 ■ Page 1 of 6



EAST OAKLAND YOUTH  
DEVELOPMENT CENTER  
GENERAL ACCOUNT  
8200 INTERNATIONAL BLVD  
OAKLAND CA 94621-2234

## Questions?

**Available by phone 24 hours a day, 7 days a week:**

We accept all relay calls, including 711

1-800-CALL-WELLS (1-800-225-5935)

*En español:* 1-877-337-7454

**Online:** wells Fargo.com/biz

**Write:** Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wells Fargo.com/digitalbusinessresources to explore tours, articles, infographics, and other resources on the topics of money movement, account management and monitoring, security and fraud prevention, and more.

## Account options

*A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com/biz or call the number above if you have questions or if you would like to add new services.*

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input checked="" type="checkbox"/>

## Statement period activity summary

Beginning balance on 11/1	\$52,301.78
Deposits/Credits	558,653.82
Withdrawals/Debits	- 458,429.82
Ending balance on 11/30	\$152,525.78

Account number: **XXXXXXXXXX**

EAST OAKLAND YOUTH  
DEVELOPMENT CENTER  
GENERAL ACCOUNT

*California account terms and conditions apply*

For Direct Deposit use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000248

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000009959998072

## Transaction history

<i>Date</i>	<i>Check Number</i>	<i>Description</i>	<i>Deposits/ Credits</i>	<i>Withdrawals/ Debits</i>	<i>Ending daily balance</i>
11/1		Deposit	101,337.90		
11/1		Deposit	10,000.00		
11/1		Ebmud Utility PM 221031 5399218 Selena Wilson		611.74	
11/1		Ebmud Utility PM 221031 5399218 Selena Wilson		1,453.67	161,574.27
11/2		Bloomerang Payme Bloomerang St-S4M1O8R0T8V3 East Oakland Youth Dev	485.20		
11/2	<	Business to Business ACH Debit - 18004Intuit Qbooks Onl 221101 5531867 East Oakland Youth Dev		180.00	
11/2	<	Business to Business ACH Debit - Bill.Com Payables 025Qwkxkhjc57Qq Multiple Payments Bill.Com Payables 025Qwkxkhjc57		201.17	
11/2	<	Business to Business ACH Debit - Plic-Sbd Insur Clm 221101 Pact#200567101 Operating		421.42	
11/2		Cbkccomm Card Or Payment 221101 197830000085524 Selena Wilson		10,000.00	151,256.88
11/3	11264	Cashed Check		312.50	
11/3	11288	Cashed Check		312.50	
11/3	<	Business to Business ACH Debit - Bill.Com Payables 025Tqgdkxoc6Q9Z Multiple Payments Bill.Com Payables 025Tqgdkxoc6Q		41,239.17	109,392.71
11/4		Bill.Com Voidpaymnt 025Ppssvzic8S9H Aniya Chaney Bill.Com 025Ppssvzic8S9H Inv #Ac	225.00		
11/4		AT&T Foundation Payments 221104 O11024056161Xf 022567936**30000\Dtm*003*20221102\SE*19*000000049	30,000.00		
11/4	11304	Check		312.00	
11/4	11189	Check		900.00	
11/4	<	Business to Business ACH Debit - Bill.Com Payables 025Uphjjcdc9Rf9 Commercial Cleaning Pros, Inc Bill.Com 025Uphjjcd		3,800.00	
11/4	11319	Check		312.50	134,293.21
11/7	11326	Deposited OR Cashed Check		312.50	
11/7	11322	Cashed Check		312.50	
11/7	11331	Deposited OR Cashed Check		312.50	
11/7	<	Business to Business ACH Debit - Pex Card Epay 110622 East Oakland Youth Dev		5,000.00	
11/7	<	Business to Business ACH Debit - Bill.Com Payables 025Ffylwhkc9Xs7 Multiple Payments Bill.Com Payables 025Ffylwhkc9x		7,948.00	
11/7	11325	Check		312.50	
11/7	11324	Check		312.50	
11/7	11314	Check		312.50	
11/7	11317	Check		312.50	
11/7	11313	Check		437.50	
11/7	11329	Check		312.50	
11/7	11320	Check		312.50	
11/7	11297	Check		312.50	
11/7	11318	Check		312.50	
11/7	11310	Check		312.50	117,157.71
11/8		Online Transfer to East Oakland Youth Business Checking xxxxxx9982 Ref #Ib0Gv8Q8Q6 on 11/08/22		68,000.00	
11/8		Cbkccomm Card Or Payment 221107 197830000085524 Selena Wilson		5,000.00	
11/8	11316	Check		312.50	
11/8	11323	Check		312.50	
11/8	11328	Check		312.50	43,220.21
11/9	<	Business to Business ACH Debit - Bill.Com Payables 025Etfoysicd1H0 Melody B. Hernandez Consulting Bill.Com 025Etfoys		735.00	
11/9	11327	Check		312.50	
11/9	11330	Check		312.50	41,860.21



## Transaction history(continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/10		Bloomerang Payme Bloomerang St-L6P5I6O3K9K9 East Oakland Youth Dev	485.20		42,345.41
11/14	11321	Deposited OR Cashed Check		312.50	
11/14		Paypal Inst Xfer 221112 Etsy Inc East Oakland Youth Dev		152.67	
11/14	11312	Check		437.50	41,442.74
11/15	<	Business to Business ACH Debit - State Comp Ins F State Comp A22318 2Pt50Zik0J0Awjg East Oakland Youth Cen		3,075.28	38,367.46
11/16		Bloomerang Payme Bloomerang St-N3G5J8H5Z6C0 East Oakland Youth Dev	485.20		
11/16		Deposit	350,200.00		
11/16		Deposit	1,212.00		
11/16		Deposit	871.35		
11/16	<	Business to Business ACH Debit - Bill.Com Payables 025Ppusgppcjju Docusign Inc Lockbox Bill.Com 025Ppusgppcjju Inv		2,028.60	389,107.41
11/17		WT Fed#03659 First Republic Ban /Org=The Fremont Group Foundation Srf# 7449370 Trn#221117108113 Rfb#	10,000.00		
11/17		Wire Trans Svc Charge - Sequence: 221117108113 Srf# 7449370 Trn#221117108113 Rfb#		15.00	
11/17	11311	Cashed Check		312.50	398,779.91
11/18		Bank of America Empdirect Nov 17 4910145 East Oakland Youth Dev	40.00		
11/18		Pacific Gas & El AP Rmr*Oi*43241**50000.00*50000.00*0.00\	50,000.00		
11/18	<	Business to Business ACH Debit - Comcast Business Web Pay 111822 xxxxx9025 East Oakland Youth Dvl		1,536.14	
11/18	<	Business to Business ACH Debit - Bill.Com Payables 025Zdseqkicnajt Multiple Payments Bill.Com Payables 025Zdseqkicna		6,636.77	440,647.00
11/21		Bill.Com Voidpaymnt 025Kggszfdcpjci Christian Tovar Bill.Com 025Kggszfdcpjci Inv #Ch	2,500.00		
11/21		Amznyh49Armm Amazonsmil 221121 5Kt83V0Uo40Aaip East Oakland Youth Dev	10.29		
11/21		Amzn8Doia9Ei Amazonsmil 221121 5Waq0Ko9E2P8B9x Payments.Amazon.Com ID#5Waq0Ko9E2P8B9x	121.24		
11/21		Online Transfer to East Oakland Youth Business Checking xxxxxx9982 Ref #Ib0Gyg4Vbv on 11/21/22		68,000.00	
11/21		Remarkable AS lat Paypal 221121 1023578277037 East Oakland Youth Dev		1,129.12	
11/21		Cbkccomm Card Or Payment 221118 197830000085524 Selena Wilson		4,336.72	369,812.69
11/22		Online Transfer to East Oakland Youth Business Market Rate Savings xxxxxx8072 Ref #Ib0Gyp8S7H on 11/22/22		200,000.00	
11/22		Waste Management Internet 221121 043000093836708 Youth Development Cent		697.51	
11/22	<	Business to Business ACH Debit - Bill.Com Payables 025Ixhtqhfcqk0B Multiple Payments Bill.Com Payables 025Ixhtqhfcqk		2,152.00	
11/22		Paypal Inst Xfer 221122 Bestbuy Com East Oakland Youth Dev		885.99	
11/22	<	Business to Business ACH Debit - Pex Card Epay 112122 East Oakland Youth Dev		5,000.00	
11/22	11170	Check		150.00	160,927.19
11/23		Bill.Com Voidpaymnt 025Kxprcbqcspxq Kollin Pont-Tate Bill.Com 025Kxprcbqcspxq Inv #Su	157.00		
11/23	11315	Cashed Check		437.50	160,646.69
11/25		Comcast 8155400 393790264 221123 0874572 Regina *Jackson		455.41	
11/25	<	Business to Business ACH Debit - Bill.Com Payables 025Oybsbymcubcs Multiple Payments Bill.Com Payables 025Oybsbymcub		4,250.95	155,940.33
11/29		Bloomerang Payme Bloomerang St-O7T3I3H7J3E6 East Oakland Youth Dev	280.99		
11/29	<	Business to Business ACH Debit - Bill.Com LLC Billing 02B4Pokaamv52J5 Bill.Com 02B4Pokaamv52J5 Stmt 22114844173 East Oa		250.49	155,970.83

## Transaction history(continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/30		Bloomerang Payme Bloomerang St-L8x2J2E6Q8U3 East Oakland Youth Dev	242.45		
11/30	11345	Deposited OR Cashed Check		312.50	
11/30	11344	Deposited OR Cashed Check		312.50	
11/30	11346	Deposited OR Cashed Check		312.50	
11/30	11352	Deposited OR Cashed Check		312.50	
11/30	11902	Check		1,500.00	
11/30	11348	Check		312.50	
11/30	11341	Check		312.50	
11/30	11338	Check		312.50	152,525.78
Ending balance on 11/30					152,525.78
Totals			\$558,653.82	\$458,429.82	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

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## Summary of checks written(checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
11170	11/22	150.00	11316	11/8	312.50	11328	11/8	312.50
11189 *	11/4	900.00	11317	11/7	312.50	11329	11/7	312.50
11264 *	11/3	312.50	11318	11/7	312.50	11330	11/9	312.50
11288 *	11/3	312.50	11319	11/4	312.50	11331	11/7	312.50
11297 *	11/7	312.50	11320	11/7	312.50	11338 *	11/30	312.50
11304 *	11/4	312.00	11321	11/14	312.50	11341 *	11/30	312.50
11310 *	11/7	312.50	11322	11/7	312.50	11344 *	11/30	312.50
11311	11/17	312.50	11323	11/8	312.50	11345	11/30	312.50
11312	11/14	437.50	11324	11/7	312.50	11346	11/30	312.50
11313	11/7	437.50	11325	11/7	312.50	11348 *	11/30	312.50
11314	11/7	312.50	11326	11/7	312.50	11352 *	11/30	312.50
11315	11/23	437.50	11327	11/9	312.50	11902 *	11/30	1,500.00

\* Gap in check sequence.

## Monthly service fee summary

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Fee period 11/01/2022 - 11/30/2022	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$1,000.00	\$172,355.00 <input type="checkbox"/>
• Minimum daily balance	\$500.00	\$38,367.46 <input type="checkbox"/>

C1/C1

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**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Transactions	76	100	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

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**Other Wells Fargo Benefits**

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.


**IMPORTANT ACCOUNT INFORMATION**


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# East Oakland Youth Development Center

## Profit and Loss

July - September, 2022

	TOTAL
<b>Income</b>	
41000 Grant Revenue	
41100 Restricted Grant Revenue	64,503.00
41200 Unrestricted Grant Revenue	36,000.00
<b>Total 41000 Grant Revenue</b>	<b>100,503.00</b>
45000 Event Income	51,671.23
46000 Public Support	
43000 Program Service Fees	85.00
46100 Corporate Contributions	123,000.00
46300 Individual & Giving Campaigns	24,119.82
46600 Other Donations	9,610.00
<b>Total 46000 Public Support</b>	<b>156,814.82</b>
49000 Other Income	53,928.56
49200 Interest Income	20.17
<b>Total 49000 Other Income</b>	<b>53,948.73</b>
<b>Total Income</b>	<b>\$362,937.78</b>
<b>GROSS PROFIT</b>	<b>\$362,937.78</b>
<b>Expenses</b>	
60000 Salaries/Wages	
60100 Wages-Salaries/ Hourly	412,004.80
<b>Total 60000 Salaries/Wages</b>	<b>412,004.80</b>
60200 Fringe Benefits	
60500 Payroll Taxes	31,910.61
60600 Employee Benefits	43,226.37
64130 Workers Compensation	6,461.25
<b>Total 60200 Fringe Benefits</b>	<b>81,598.23</b>
61000 Contract Services	
61100 Accounting Fees	6,000.00
61300 Other Professional	114,053.50
61400 Security	6,720.00
61700 Tech Support	2,887.50
<b>Total 61000 Contract Services</b>	<b>129,661.00</b>
62000 Staff Development & Training	4,052.08
63000 Program Expenses	
61500 Program Contractors	0.00
63100 Transportation/ Travel Fees	6,993.52
63110 Education Fees	560.49
63120 Lodging	210.12
63130 Supplies	13,823.16

# East Oakland Youth Development Center

## Profit and Loss

July - September, 2022

	TOTAL
63200 Support & Incentives	3,366.69
63400 Scholarships & Awards	112,500.00
63700 Field Trips/ Outings	8,913.33
63800 Food/ Meals	32,912.99
63900 Stipends	277,173.84
63950 Other Program Expenses	54.67
<b>Total 63000 Program Expenses</b>	<b>456,508.81</b>
64000 Operations	
64010 Books, Subscriptions, Dues	5,194.82
64020 Postage, Mailing Service	122.10
64030 Printing and Copying	1,476.62
64040 Supplies	12,117.78
64070 Promotion - Advertising	2,195.54
64080 Rent/ Lease Expense	33,951.79
64085 Equipment Rental	3,530.03
64090 Taxes & Licenses	670.07
64100 Insurance Expense	10,261.69
64101 Technology	400.00
64200 Vehicles	
64210 Gas	475.40
64220 Parking, Tolls	242.25
<b>Total 64200 Vehicles</b>	<b>717.65</b>
64300 Utilities	
64310 Gas & Electricity	3,685.30
64320 Trash Removal	2,576.82
64330 Water	3,011.80
64340 Telephone	2,917.64
64350 Alarm	7,478.34
<b>Total 64300 Utilities</b>	<b>19,669.90</b>
64400 Repairs and Maintenance	
64420 Repairs & Maintenance-Building	41,945.94
<b>Total 64400 Repairs and Maintenance</b>	<b>41,945.94</b>
64500 Fees	
64510 Bank Charges	286.51
64550 Payroll Processing	3,415.59
<b>Total 64500 Fees</b>	<b>3,702.10</b>
64600 Travel and Meetings	146.44
<b>Total 64000 Operations</b>	<b>136,102.47</b>
69700 Miscellaneous Expenses	1,217.70

# East Oakland Youth Development Center

## Profit and Loss

July - September, 2022

	TOTAL
Uncategorized Expense	5,001.38
<b>Total Expenses</b>	<b>\$1,226,146.47</b>
NET OPERATING INCOME	<b>\$ -863,208.69</b>
NET INCOME	<b>\$ -863,208.69</b>

# East Oakland Youth Development Center

Profit and Loss  
July - November, 2022

	TOTAL
Income	
41000 Grant Revenue	
41100 Restricted Grant Revenue	414,503.00
41200 Unrestricted Grant Revenue	286,500.00
<b>Total 41000 Grant Revenue</b>	<b>701,003.00</b>
45000 Event Income	51,671.23
46000 Public Support	
43000 Program Service Fees	85.00
46100 Corporate Contributions	133,500.00
46300 Individual & Giving Campaigns	37,881.94
46600 Other Donations	10,210.00
<b>Total 46000 Public Support</b>	<b>181,676.94</b>
49000 Other Income	62,569.30
49200 Interest Income	23.69
<b>Total 49000 Other Income</b>	<b>62,592.99</b>
Uncategorized Income	11,968.02
<b>Total Income</b>	<b>\$1,008,912.18</b>
<b>GROSS PROFIT</b>	<b>\$1,008,912.18</b>
Expenses	
60000 Salaries/Wages	
60100 Wages-Salaries/ Hourly	600,854.20
<b>Total 60000 Salaries/Wages</b>	<b>600,854.20</b>
60200 Fringe Benefits	
60500 Payroll Taxes	46,347.66
60600 Employee Benefits	46,682.00
64130 Workers Compensation	6,561.25
<b>Total 60200 Fringe Benefits</b>	<b>99,590.91</b>
61000 Contract Services	
61100 Accounting Fees	10,000.00
61300 Other Professional	163,426.00
61400 Security	6,720.00
61700 Tech Support	3,850.00
<b>Total 61000 Contract Services</b>	<b>183,996.00</b>
62000 Staff Development & Training	4,052.08
63000 Program Expenses	
61500 Program Contractors	0.00
63100 Transportation/ Travel Fees	7,868.32
63110 Education Fees	560.49
63120 Lodging	3,349.74



# East Oakland Youth Development Center

## Profit and Loss

July - November, 2022

	TOTAL
63130 Supplies	14,004.35
63200 Support & Incentives	3,366.69
63400 Scholarships & Awards	142,500.00
63700 Field Trips/ Outings	8,913.33
63800 Food/ Meals	35,218.17
63900 Stipends	291,873.34
63950 Other Program Expenses	54.67
<b>Total 63000 Program Expenses</b>	<b>507,709.10</b>
64000 Operations	
64010 Books, Subscriptions, Dues	12,042.79
64020 Postage, Mailing Service	122.10
64030 Printing and Copying	1,476.62
64040 Supplies	12,117.78
64070 Promotion - Advertising	2,195.54
64080 Rent/ Lease Expense	33,951.79
64085 Equipment Rental	3,530.03
64090 Taxes & Licenses	1,020.07
64100 Insurance Expense	14,837.79
64101 Technology	2,000.00
64102 Fundraising Expense	45.00
64200 Vehicles	
64210 Gas	572.35
64220 Parking, Tolls	262.25
64230 Repair	2,184.10
64240 Registration	437.37
<b>Total 64200 Vehicles</b>	<b>3,456.07</b>
64300 Utilities	
64310 Gas & Electricity	19,969.24
64320 Trash Removal	4,774.33
64330 Water	3,011.80
64340 Telephone	4,398.17
64350 Alarm	7,513.34
<b>Total 64300 Utilities</b>	<b>39,666.88</b>
64400 Repairs and Maintenance	
64420 Repairs & Maintenance-Building	69,244.57
<b>Total 64400 Repairs and Maintenance</b>	<b>69,244.57</b>
64500 Fees	
64510 Bank Charges	298.94
64550 Payroll Processing	3,875.95
<b>Total 64500 Fees</b>	<b>4,174.89</b>

# East Oakland Youth Development Center

## Profit and Loss

July - November, 2022

	TOTAL
64600 Travel and Meetings	163.83
<b>Total 64000 Operations</b>	<b>200,045.75</b>
69700 Miscellaneous Expenses	1,353.87
Uncategorized Expense	9,804.48
<b>Total Expenses</b>	<b>\$1,607,406.39</b>
NET OPERATING INCOME	<b>\$ -598,494.21</b>
NET INCOME	<b>\$ -598,494.21</b>



**Job Title: Expanded Learning Site Coordinator**

**Reports To: Extended Learning Manager**

## **SUMMARY**

EOYDC offers an array of free after school and summer programs for K-12 grade students designed to engage and support our youngest participants in their social, emotional, and academic skills. These program offerings include the After School Leadership Academy (ASLA) for elementary school students, The Bridge for middle school students, the Summer Cultural Enrichment Program (SCEP) for students between the ages of 6-12, and Teen Club for students ages ~13-15. As the earliest part of our Education Continuum, our K-8 programming emphasizes exploration of, and exposure to, ideas and information for our elementary school students, as well as increasing the level of critical thinking, awareness, and understanding of our middle school students. Under the direction of the Extended Learning Manager, the Expanded Learning Site Coordinator is responsible for overseeing all aspects of Summer Cultural Enrichment Program offerings on partner-school sites, including ensuring smooth flow of daily program schedule, support of all summer program staff on partner sites, gathering all required materials for program activities, and continually identifying ways to enhance the quality of learning for SCEP participants.

### **Program Coordination**

- Assist with the facilitation of activities, field trips and events that are consistent with the mission of the program for students participating in SCEP
- Assist with program scheduling in consideration of partner school requirements and in alignment with SCEP programming on EOYDC's campus
- Collection of waivers and any other required forms or documentation regarding scholars
- Assist Extended Learning Manager with resource management: ordering, organizing, cataloging, and labeling supplies

### **Intern and Staff Support**

- Provide supervision, guidance, resources, and feedback to program instructors and interns
- Assist Extended Learning Manager with facilitation and planning of intern training
- Reinforce program policies and procedures through role modeling, coaching, and performance management

### **Student Engagement**

- Engage and form meaningful relationships with students that fosters trust and sense of care
- Supervise children and promote safety and respect amongst all participants
- Provide students with direct support to promote emotional/psychological health and development

### **Assessment and Reporting**

- Work with the Extended Learning Manager to provide data inputs to assess programmatic success, as well as for the purpose of grant applications and reports, as needed
- OFCY, daily attendance, waivers, and any other scholar data

Perform additional duties as requested by the Extended Learning Manager and Leadership Team.

## **QUALIFICATIONS**

Education and/or experience equivalent to:

- Associate's degree or 3 years work experience in an education or child development setting
- Demonstrated commitment to serving systematically marginalized communities with dignity and respect
- Must be patient, flexible, responsible, and enjoy being with students
- Must be available to work a minimum of 40 hours per week, including on-site during regular



- program hours
- Non-profit experience preferred
- Non-profit, data collection, and staff management experience preferred
- Bilingual Spanish/English a plus.

### **Compensation**

Full-time (40 hours/week) and part-time (20-25) opportunities available, \$23-\$27 hourly (depending on experience). Benefits included for full-time employees (health, dental, and retirement).

### **COVID-19 SAFETY REQUIREMENTS**

All EOYDC staff are required to provide a negative COVID-19 test result prior to starting onsite work and must be retested monthly. All approved time and expenses associated with testing required by EOYDC are compensated. New hires will participate in virtual training while awaiting test results. Staff (and all parties entering EOYDC's building) must answer health screening questions, receive a temperature check, and sanitize their hands prior to entering the building. Face masks provided by EOYDC must be worn by all parties in the building at all times.

### **COMPANY DESCRIPTION**

The East Oakland Youth Development Center (EOYDC) develops the social and leadership capacities of youth and young adults (ages 5 – 24) so that they are prepared for employment, higher education, and leadership opportunities. Celebrating 44 years of ground-breaking programming and successful alumni, EOYDC is nationally recognized, aligned to building healthy community outcomes, and poised to lead in bold new ways. EOYDC's \$3.95 million annual budget supports a team of visionary leaders who empower participants to lead exemplary lives and positively contribute to society.

EOYDC is a trauma-informed care organization. Trauma-informed care is a systemic approach to service delivery that involves understanding, recognizing, and responding to the effects of trauma. At EOYDC we recognize the widespread impact of trauma in our community, and strive to implement practices, policies, settings, and procedures that:

1. Recognizes the widespread impact of trauma and reflects potential paths for recovery.
2. Recognizes the signs and symptoms of trauma in participants, families, staff, and others.
3. Resists re-traumatization of participants & staff.
4. Leads with compassion, support, and understanding.
5. Focuses on developing coping strategies and correcting behavior vs. being punitive.

Our future is bright and we want to add people of strong character, excellent work experience, compassion and hard/smart work ethic to our team to help guide us through this period of exciting growth!

### **APPLICATION INSTRUCTIONS**

To apply, please submit your resume, cover letter, and transcripts (if degree has been obtained within the last five years) to [sharon@eoydc.org](mailto:sharon@eoydc.org) with the subject line "Expanded Learning Site Coordinator Application."

EOYDC provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, EOYDC complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.



**Job Title:** Summer Cultural Enrichment Program Instructional Aide

**Reports to:** Extended Learning Manager

### **SUMMARY**

EOYDC offers an array of free after school and summer programs for K-12 grade students designed to engage and support our youngest participants in their social, emotional, and academic skills. These program offerings include the After School Leadership Academy (ASLA) for elementary school students, The Bridge for middle school students, the Summer Cultural Enrichment Program (SCEP) for students between the ages of 6-12, and Teen Club for students ages ~13-15. As the earliest part of our Education Continuum, our K-8 programming emphasizes exploration of, and exposure to, ideas and information for our elementary school students, as well as increasing the level of critical thinking, awareness, and understanding of our middle school students. Under the direction of the Extended Learning Manager, SCEP Instructional Aides are leadership roles that provide aspiring educators an opportunity to enhance their teaching skills and provide more experience serving youth. Instructional Aides are in charge of creating a six-week curriculum for their designated class. Class material should vary based on the age group. Furthermore, we expect Instructional Aides to provide guidance in meetings to help the growth of the overall program and provide guidance to interns supporting their classes. Instructional Aides are also responsible for Instructional Aides set the tone for much of the kids' experience in the program, so setting a positive example is of the utmost importance.

### **Teaching Responsibilities**

- Available to be the primary adult present for a specific group of students up to 8 hours per day
- Be prepared to lead up to five (5), one-hour class sessions on various subjects (including both academic skills and play-based activities)
- Support youth intern on developing and leading 2-3, one-hour activities per day
- Use innovative methods to instruct the class
- Inform Extended Learning Coordinator of the materials needed for each class/activity in a timely manner

### **Student Engagement**

- Engage and form meaningful relationships with students that fosters trust and sense of care
- Supervise children and promote safety and respect amongst all participants
- Provide students with direct support to promote emotional/psychological health and development

### **Classroom Climate/Management**

- Treat all students with respect and dignity
- Cultivate a class culture of joy, fun, inquisitiveness, and respect
- Reinforce program policies and procedures through role modeling and coaching students and interns
- Utilize behavior management techniques and trauma-informed approaches to resolving conflict/issues within the classroom



## **QUALIFICATIONS**

Education and/or experience equivalent to:

- Age 18-24
- Be enrolled and actively attending a community college or university (pursuing a certification or degree in education, child development, or related field a plus)
- Demonstrated commitment to serving systematically marginalized communities with dignity and respect
- Ability to teach classes of up to 20 elementary-aged students at a time
- Must be patient, flexible, responsible, and enjoy being with students
- Must be available to work a minimum of 40 hours per week, including on-site during regular program hours
- Non-profit experience preferred
- Non-profit, data collection, and staff management experience preferred
- Bilingual Spanish/English a plus.
- A proven proficiency in one or more of the subject areas taught in the program

## **COMPENSATION**

This is a part-time hourly position. The compensation is \$21-25 hourly depending on experience.

## **COVID-19 SAFETY REQUIREMENTS**

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5. Focuses on developing coping strategies and correcting behavior vs. being punitive.



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ATLANTA GA 39901-0001

In reply refer to: 0752857580  
Oct. 08, 2014 LTR 4168C 0  
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BODC: TE

EAST OAKLAND YOUTH DEVELOPMENT  
CENTER  
8200 INTERNATIONAL BLVD  
OAKLAND CA 94621-2234



028740

Employer Identification Number: 23-7334590  
Person to Contact: 0571398  
Toll Free Telephone Number: 1-877-829-5500

Dear EAST OAKLAND YOUTH DEVELOPMENT:

This is in response to your Sep. 29, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in 011974.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

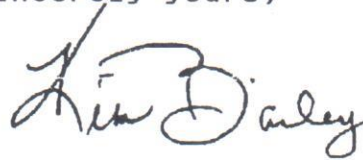


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EAST OAKLAND YOUTH DEVELOPMENT  
CENTER  
8200 INTERNATIONAL BLVD  
OAKLAND CA 94621-2234

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "Kim D. Bailey". The signature is written in dark ink and is positioned above the typed name.

Kim D. Bailey  
Operations Manager, AM Operations 3



December 9, 2022

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

To Whom It May Concern:

This letter of agreement signifies that the East Oakland Youth Development Center is willing and able to perform the commitments contained in our response to the Oakland Unified School District's Request for Proposals (12-129CSS) for Expanded Summer Learning for Summer and Intersession.

Sincerely,

**Selena Wilson**  
CEO

December 7, 2022

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

**RE: Letter of Support for EOYDC**

To Whom It May Concern:

On behalf of Highland Community School, it is my pleasure to recommend that the Oakland Unified School District strongly consider selecting the East Oakland Youth Development Center (EOYDC) to serve as an Expanded Summer Learning partner. Based on my experience partnering with this organization, EOYDC has demonstrated that they have both the capacity and commitment required to serve our students well.

Highland Community has worked collaboratively with EOYDC for the past several years to ensure our students have access to EOYDC's high quality after school programming. EOYDC transports 15-20 students from our school campus to their facility each school day where students participate in homework support, enrichment classes, and learning labs. EOYDC's healing-centered/ trauma-informed approach, emphasis on socio-emotional learning, and exploratory activities are well-aligned with our pedagogy. That said, what stands out most is the growth that we see in our students through their participation in EOYDC's programming.

Please do not hesitate to reach out if you have any additional questions.

Sincerely,



Samantha Keller  
Principal, Highland Community School



1221 Broadway, LL-49  
Oakland, CA 94612  
510.465.8770

December 8, 2022

Oakland Unified School District

Attention: Procurement Department

900 High Street, 2nd Floor

Oakland, CA 94601

**RE: Letter of Support for EOYDC**

To Whom It May Concern:

On behalf of The Museum of Children's Arts (MOCHA), it is my pleasure to recommend that the Oakland Unified School District strongly consider selecting the East Oakland Youth Development Center (EOYDC) to serve as an Expanded Summer Learning partner. Based on my experience partnering with this organization, EOYDC has demonstrated that they have both the capacity and commitment required to serve students well.

MOCHA renewed our partnership with EOYDC this past year to ensure East Oakland students have access to art programming that builds social-emotional, creative and critical thinking skills while connecting visual arts to core subjects including language arts/literacy, math and science. This offering has filled a critical gap in holistic education and given local youth vital opportunities for self-expression during turbulent times.

Each week, two artists from MOCHA visit EOYDC, teaching a total of three classes each week. These art lesson lessons are tied to the state's visual arts standards and are developmentally and age/grade appropriate. Each lesson is also crafted with the input of EOYDC staff familiar with the students and catered to suit each classes' unique needs and interests.

EOYDC's healing-centered/ trauma-informed approach, emphasis on socio-emotional learning and exploratory activities are well-aligned with our pedagogy and work in tandem with our mission to "use art as vehicle to advocate for self-expression, culture and community-building, and the centering of youth voices." We deeply value the safe space EOYDC has carved out for children and young people in East Oakland and we are honored to be in partnership through service with them. The impact of the EOYDC's programming is undeniable and we highly recommend EOYDC as an Expanded Summer Learning partner for OUSD.

Please do not hesitate to reach out if you have any additional questions.



Sincerely,

Nina Woodruff-Walker

Executive Director and MOCHA Alumna





Program Summer Cultural Enrichment Program

Strategy: Summer Programming  
 Annual Grant Funding: \$162,000

Summer 2020  
 Program Profile

EOYDC modified the Summer Cultural Enrichment Program (SCEP) to provide safe onsite, social-distance friendly programming to the children of essential workers and other high need families during the pandemic for five weeks over the summer. With the support of EOYDC staff and high school and college aged youth interns, SCEP provided programming to children (aged 6-12) Monday-Thursdays from 8:30am-1:30pm inclusive of small group classes (5-7 students/class) in a range of subjects inclusive of math, science, language arts, cultural heritage, life skills, and art.

**Program Score Card**

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

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

Total Youth Served: **81**

Total Hours of Service Provided: **3,632**

Average Daily Attendance: **30**

**Program Performance and Quality: How well did we do it?**

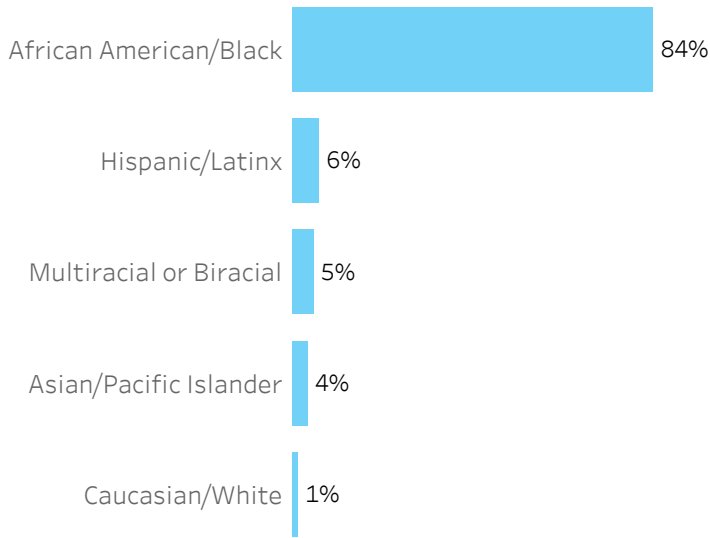
Progress Toward Projected Enrollment and Attendance		Strategy Average
Progress towards projected number of youth served	101%	74%
Progress towards projected units of service	106%	88%
Progress towards average hours of service per participant	105%	135%
Youth Perceptions of Program Quality: Percent of Youth in Agreement		
I feel safe in this program.	90%	91%
There is an adult at this program who cares about me.	77%	80%
I am interested in what we do at this program.	92%	87%

**Participant Outcomes: Is anyone better off?**

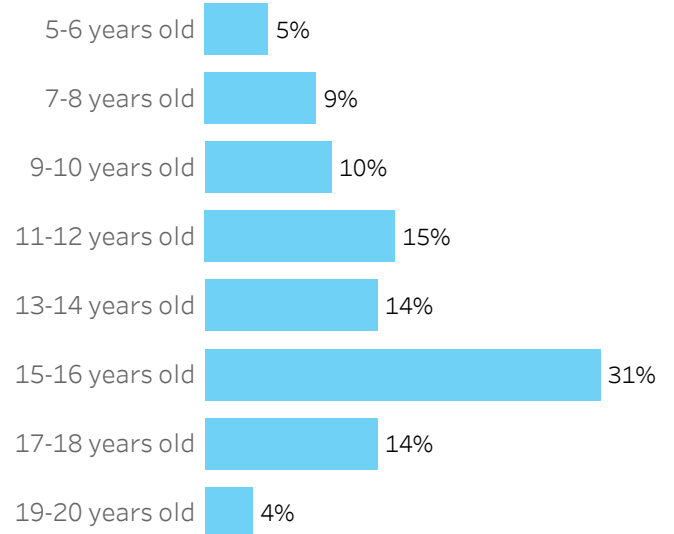
Percent of Youth in Agreement	
Since coming to this program, I am more of a leader.	84% (70% Strategy Average)
Since coming to this program, I feel more connected to my community.	87% (79% Strategy Average)

# Youth Demographics Total Enrollment: 81

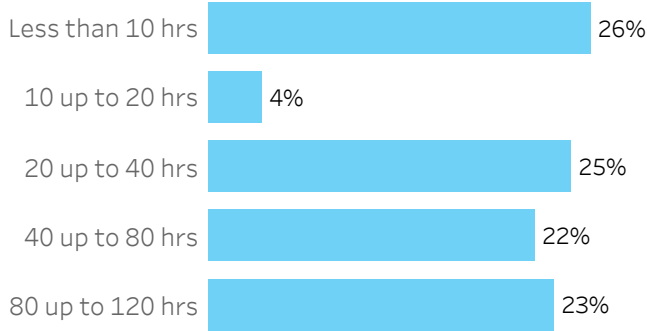
## Race/Ethnicity



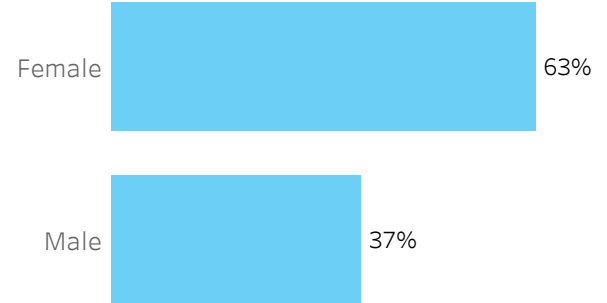
## Age (as of first day of grant)



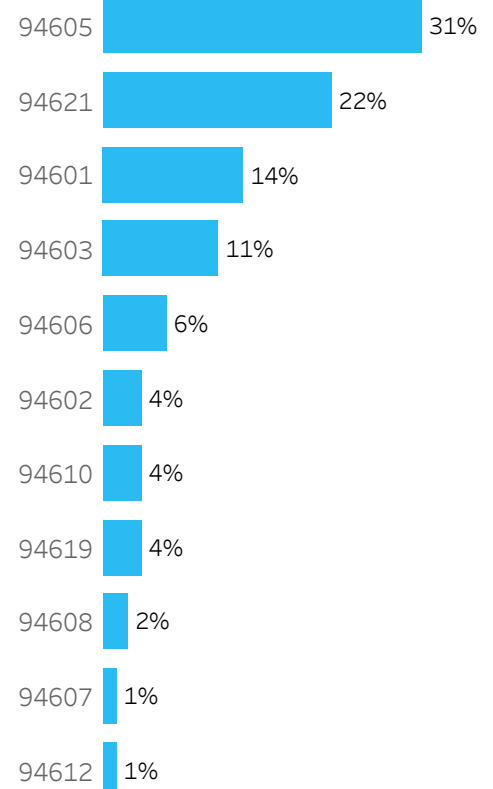
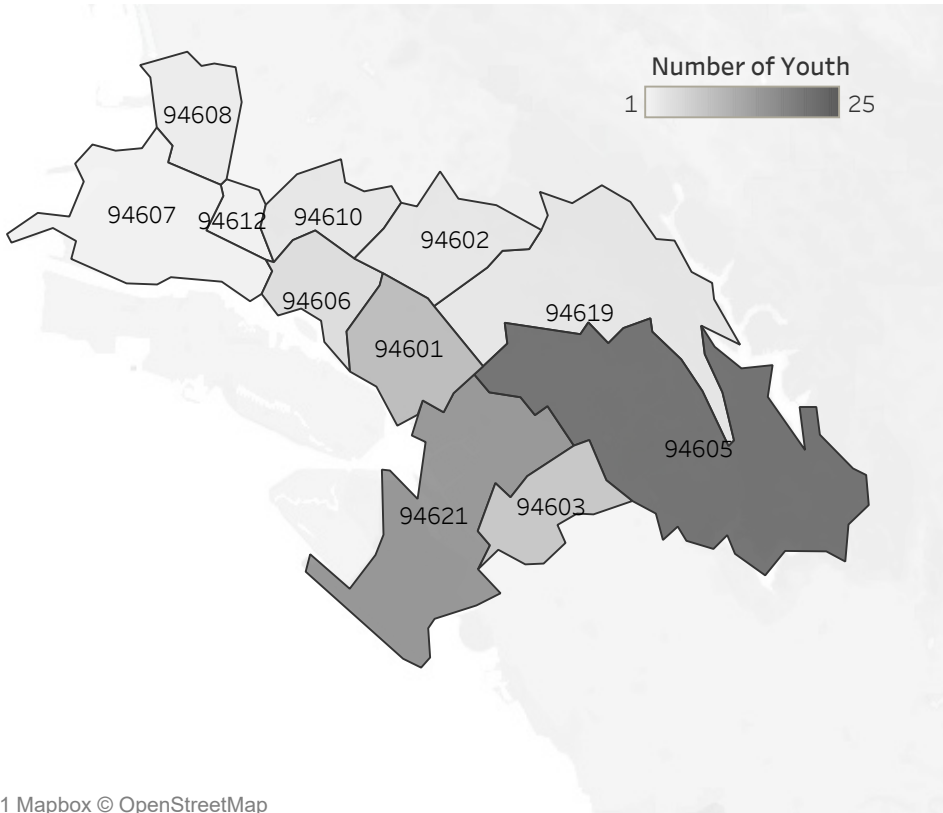
## Hours of Program Attendance



## Gender



## Distribution of Participants by Zip Code

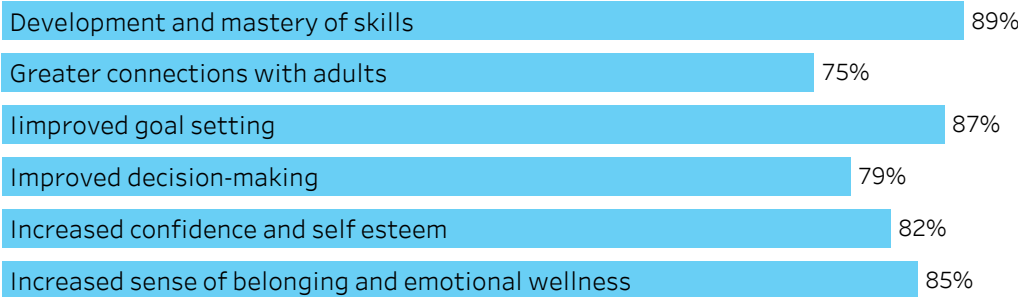


# Youth Survey Results (Number of surveys collected: 92)

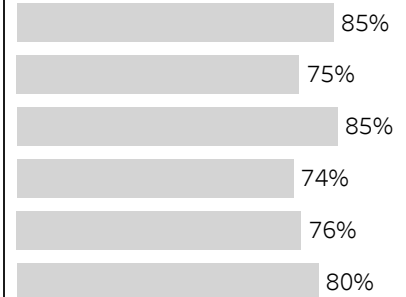
## General Youth Development Outcomes

Outcome scores represent the percentage of youth who agreed or strongly agreed with the questions mapped to each outcome. The strategy-level scores reflects all youth who completed surveys at 8 afterschool programs (336).

### Program Scores



### Strategy-Level Scores



		Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree	Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree
Development and mastery of skills	At this program, I get the opportunity to talk about what I have learned.	1%	1%	9%	55%	34%	1%	2%	15%	52%	31%
	In this program, I learned new information about a topic that interests me.	0%	7%	10%	60%	23%	1%	7%	13%	53%	26%
	In this program, I try new things.	0%	1%	4%	61%	33%	1%	2%	5%	52%	39%
Greater connections with adults	The adults in this program tell me what I am doing well.	2%	6%	9%	50%	33%	1%	4%	8%	51%	36%
	There is an adult at this program who cares about me.	0%	1%	22%	44%	32%	1%	1%	19%	42%	37%
	There is an adult in this program who notices when I am upset about something.	3%	3%	28%	48%	18%	2%	7%	31%	41%	19%
Improved decision-making	Since coming to this program, I am better at saying 'no' to things I know are wrong.	0%	1%	13%	59%	26%	0%	2%	21%	50%	26%
	Since coming to this program, I am better at staying out of situations that make me feel uncomfortable.	0%	2%	26%	44%	28%	1%	3%	24%	46%	26%
Improved goal setting	In this program, I learned how to set goals and meet them.	0%	4%	10%	50%	36%	0%	5%	11%	54%	30%
	This program helps me to think about the future.	1%	3%	7%	49%	40%	1%	1%	10%	50%	37%
Increased confidence and self esteem	Since coming to this program, I feel I can make more of a difference.	1%	2%	11%	56%	30%	2%	2%	19%	53%	25%
	Since coming to this program, I feel I have more control over things that happen to me.	1%	2%	19%	51%	27%	1%	5%	22%	47%	25%
	Since coming to this program, I feel more comfortable sharing my opinion.	2%	4%	10%	52%	31%	2%	6%	14%	49%	29%
Increased sense of belonging and emotional wellness	I feel like I belong at this program.	1%	0%	11%	53%	35%	1%	2%	15%	48%	34%
	I feel supported and respected at this program.	0%	0%	7%	60%	33%	1%	0%	8%	52%	38%
	This program helps me to get along with other people my age.	0%	3%	8%	56%	33%	1%	5%	13%	50%	31%
	This program helps me to talk about my feelings.	1%	7%	28%	41%	23%	2%	9%	26%	40%	22%
	This program is a place where people care about each other.	1%	1%	9%	56%	33%	1%	1%	11%	51%	36%

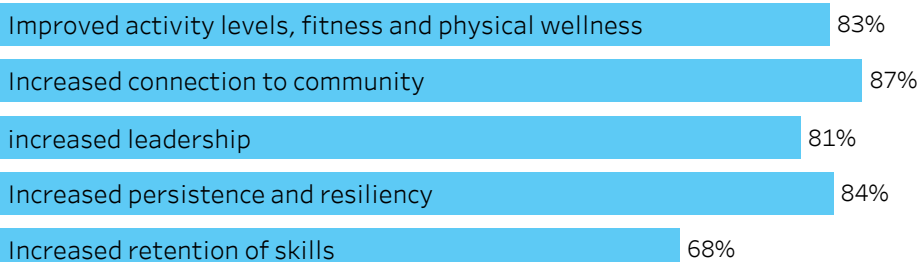


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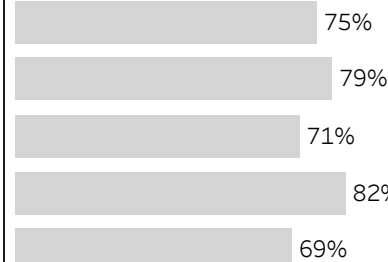
## Summer Programming Strategy Outcomes

Outcome scores represent the percentage of youth who agreed or strongly agreed with the questions mapped to each outcome. The strategy-level scores reflects all youth who completed surveys at 8 afterschool programs (336).

### Program Scores



### Strategy-Level Scores



		Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree	Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree
<b>Improved activity levels, fitness and overall physical wellness</b>	This program helps me be more active.	0%	2%	9%	51%	38%	1%	6%	12%	46%	35%
	This program helps me to learn how to be healthy.	0%	6%	17%	51%	27%	1%	8%	21%	48%	22%
<b>Increased connection to community</b>	Since coming to this program, I am more aware about what is going on in my community.	1%	1%	11%	51%	36%	1%	5%	15%	52%	27%
	Since coming to this program, I feel more connected to my community.	1%	3%	9%	56%	31%	2%	3%	16%	54%	25%
<b>Increased leadership</b>	Since coming to this program, I am more of a leader.	0%	1%	14%	51%	33%	2%	6%	23%	44%	26%
	This program has taught me how to stand up for myself.	2%	4%	17%	51%	26%	2%	7%	19%	47%	26%
<b>Increased persistence and resiliency</b>	Because of this program, I am better able to handle problems and challenges when they arise.	0%	2%	17%	54%	27%	0%	4%	16%	52%	27%
	In this program, I have a chance to learn from my mistakes.	1%	2%	9%	57%	31%	1%	2%	9%	53%	36%
	Since coming to this program, I am better at something that I used to think was hard.	2%	2%	13%	52%	30%	2%	5%	14%	48%	31%
<b>Increased retention of skills</b>	This program helps me feel more confident about math.	3%	15%	17%	44%	21%	4%	9%	20%	38%	28%
	This program helps me feel more confident about reading.	2%	9%	17%	49%	23%	2%	8%	19%	46%	26%



Program Summer Cultural Enrichment Program

Summer 2021 Profile

Strategy: Summer Programming  
 Annual Grant Funding: \$157,200

EOYDC modified the Summer Cultural Enrichment Program (SCEP) to provide safe onsite, social-distance friendly programming to the children of essential workers and other high need families during the pandemic for five weeks over the summer. With the support of EOYDC staff and high school and college aged youth interns, SCEP provided programming to children (aged 6-12) Monday-Thursdays from 8:30am-1:30pm inclusive of small group classes (5-7 students/class) in a range of subjects inclusive of math, science, language arts, cultural heritage, life skills, and art.

Program Score Card

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

Program Achievements: How much did we do?

Number of Youth Served:	104
Total Hours of Service Provided:	10,142
Average Hours of Service per Youth	98

Program Achievements: How well did we do it?

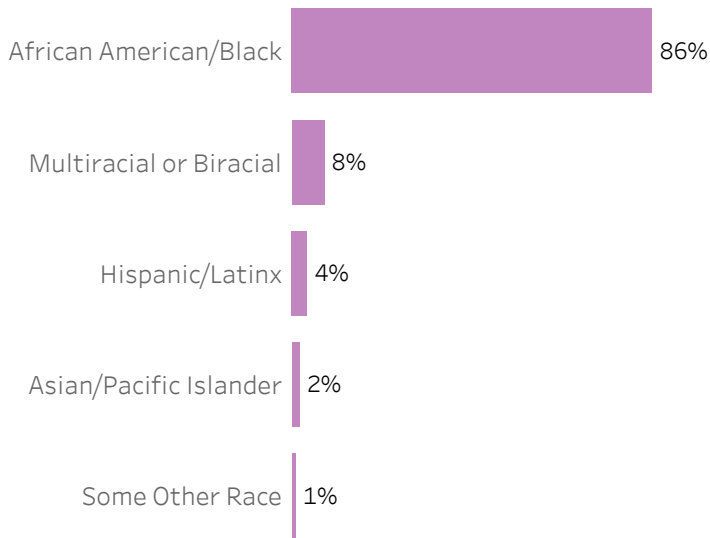
<u>Progress Toward Projected Enrollment and Attendance</u>		Strategy Average
Progress towards projected number of youth served	130%	96%
Progress towards projected units of service	95%	124%
Progress towards average hours of service per participant	73%	189%
<u>Percent of Youth in Agreement</u>		85%
		76%
		85%

Participant Outcomes: Is anyone better off?

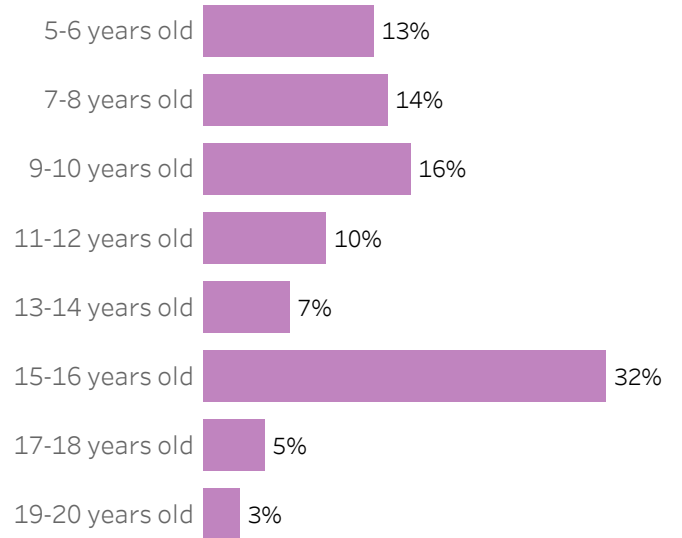
<u>Percent of Youth in Agreement</u>	55%
	63%

# Youth Demographics Total Enrollment: 104

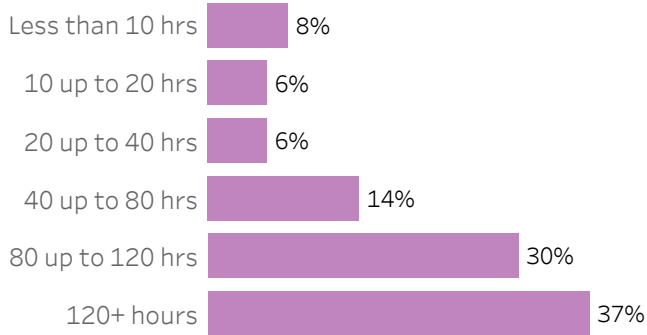
## Race/Ethnicity



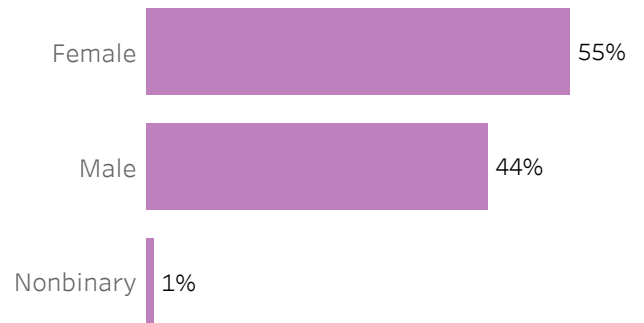
## Age (as of first day of grant)



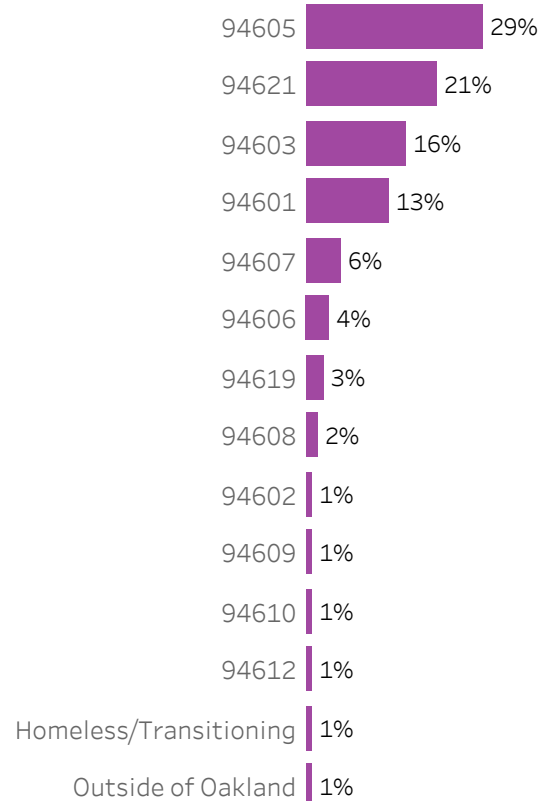
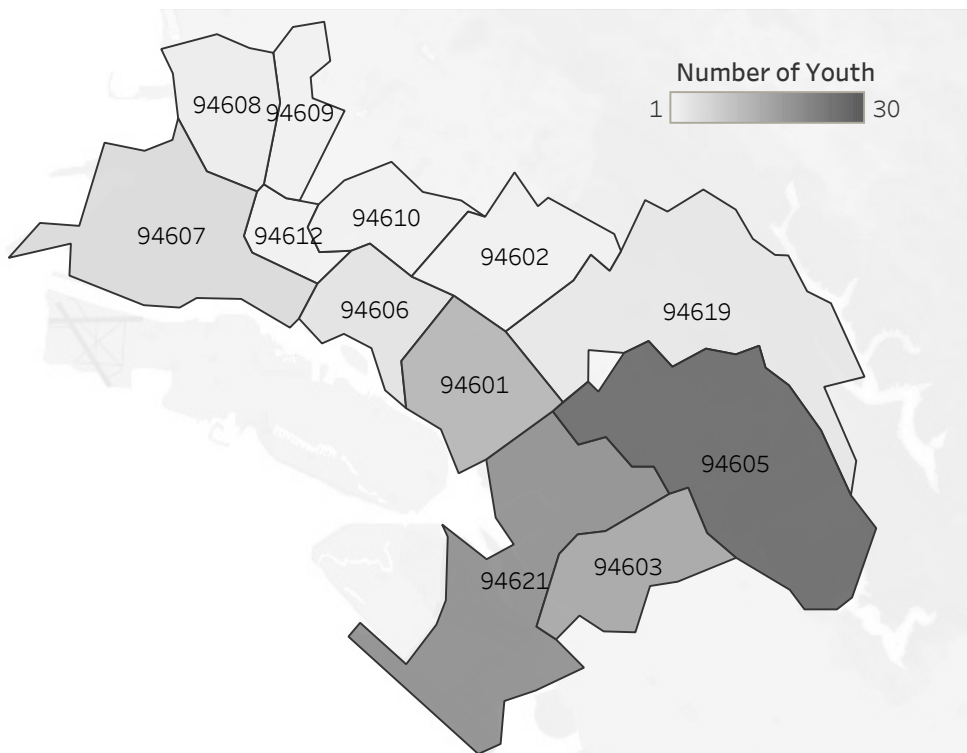
## Hours of Program Attendance



## Gender



## Distribution of Participants by Zip Code



## **Statement of Qualifications**

The East Oakland Youth Development Center's (EOYDC) vast experience and remarkable record of accomplishment positions our organization to serve as a Summer Expanded Learning Program provider, preferably for an elementary school in East Oakland. Since 1978, our organization has provided direct services to children and youth in and beyond East Oakland, providing primarily Black and Brown youth from lower-income households with a safe place to learn and grow. Integrating trauma-informed, healing-centered, and culturally resonant approaches, EOYDC offers an educational continuum that supports children and youth, ages 5 to 24, through their journey from primary education to college and careers. Tailored to the needs of OUSD students, year-round academic programs include the After School Leadership Academy (educational enrichment, homework assistance, and learning labs for students grades K-5) and the Bridge (after-school homework help, tutoring, and literacy support for students in grades 6-8). Since the 1980s, EOYDC has offered the Summer Cultural Enrichment Program (SCEP), a six-week summer day camp offering a range of classes (cultural heritage, language arts, STEM, arts and crafts, wellness, dance, and life skills) to young scholars, ages 5 to 12. Additionally, SCEP provides Youth Leaders, ages 14 to 21, with paid internships, employment training, and career development through direct service opportunities with SCEP youth.

An expert in the field of youth development, EOYDC's results speak for themselves. Last year, 99% of ASLA students transitioned to the next grade level and 100% of Bridge students graduated to the next grade level. Many ASLA and Bridge participants progress into our Pathway to College and Career Program (PTC2) for high school students; last year, 95% of PTC2 high school graduates matriculated into college or vocational programs. EOYDC's alumni include renowned musicians, professional athletes, health professionals, and community leaders.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2022

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

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

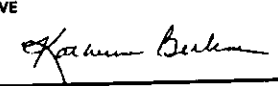
<b>PRODUCER</b> Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104	<b>CONTACT NAME:</b> Katherine Berkman <b>PHONE (A/C, No, Ext):</b> (415) 978-3800 <b>E-MAIL ADDRESS:</b> kberkman@calrob.com	<b>FAX (A/C, No):</b> (415) 978-3825
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> East Oakland Youth Development Center & QALICB 8200 International Blvd. Oakland CA 94621	<b>INSURER A:</b> Nonprofits' Insurance Alliance of CA (NIAC)	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL221431538      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes \$ 1,000,000 liquor liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			2022-14690-NPO	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			2022-14690-NPO	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			2022-14690-UMB-NPO	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Misconduct Liability Social Services Professional Liability			2022-14690-NPO	01/01/2022	01/01/2023	Each claim \$ 1,000,000 Aggregate \$ 1,000,000 Each claim \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oakland Unified School District, its board, officers, agents & employees are all included as additional insured as per the attached endorsement - Sexual misconduct liability is outlined on attached NIAC-ISCET 05 20 endorsement - see definition of physical abuse on page 9 of 9

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

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Named Insured: East Oakland Youth Development Center & QALICB

Policy: 2022-14690-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

Name of Person or Organization:

**Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED** (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

**THE INSURANCE** provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.



*A Head for Insurance. A Heart for Nonprofits.*

## **IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM**

### **PLEASE READ THE ENTIRE FORM CAREFULLY**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company issuing this policy.

The word "insured" means any person or organization qualifying as such under SECTION 4 - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 7- DEFINITIONS.

### **SECTION 1 - COVERAGES**

#### **BODILY INJURY ARISING FROM IMPROPER SEXUAL CONDUCT OR PHYSICAL ABUSE**

##### **1. Insuring Agreement.**

- a. We will pay those sums that an insured becomes legally obligated to pay as "damages" because of "bodily injury" arising from "improper sexual conduct" or "physical abuse". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION 3 - OTHER PAYMENTS. SECTION 5 - LIMITS OF INSURANCE includes sums paid for "damages" and OTHER PAYMENTS. The first act of "improper sexual conduct" or "physical abuse" must be committed in the "coverage territory" during the effective dates of this policy's period. We will have the right and duty to defend any "suit" seeking such "damages". But:
  - (1) The amount we will pay for "damages" and SECTION 3 - OTHER PAYMENTS is limited as described in SECTION 5 - LIMITS OF INSURANCE;
  - (2) We may, at our discretion, investigate and settle any "claim", "claims" or "suit" seeking such "damages"; and
  - (3) Our right and duty to defend ends when we have exhausted the applicable limits as described in SECTION 5 - LIMITS OF INSURANCE or of items explicitly provided for under SECTION 3 - OTHER PAYMENTS.
- b. Any "claim", "claims" or "suits" for "damages" because of "bodily injury" arising from a single act or a series of continuous or repeated acts of "improper sexual conduct" or "physical abuse" by the same person or two or more persons acting in concert, including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from "bodily injury" arising from "improper sexual conduct" or "physical abuse", will be considered as having resulted from the same "improper sexual conduct" or "physical abuse", which shall be deemed to have been committed on the date of the first such act. The date of the first such act of "improper sexual conduct" or "physical abuse" must take place during the effective dates of this policy.

## SECTION 2 - EXCLUSIONS

1. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" to:
  - a. An employee of an insured;
  - b. The spouse, parent, brother or sister of an employee of an insured;
  - c. A "resident relative" under the age of 18 of any employee of an insured, where the "improper sexual conduct" or "physical abuse" is committed or alleged to be committed by that employee.

This exclusion shall not apply when the "bodily injury" is sustained while the claimant is also your client and receiving services that you customarily provide and the "bodily injury" results from those services.

2. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" for which an insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that an insured would have in the absence of the contract or agreement.
3. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which is subject to any obligation of an insured pursuant to a worker's compensation, disability benefits or unemployment compensation law or any similar law.
4. This insurance does not apply for the benefit of any individual insured who intentionally caused the "bodily injury" that is the subject of the "claim", "claims" or "suit" or is convicted of a criminal offense as a result of any "improper sexual conduct" or "physical abuse".
5. This insurance does not provide any coverage for or pay any defense fees or related costs arising from a criminal action or proceeding.
6. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which takes place prior to or after the effective dates of this policy.
7. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the employment status of the claimant.
8. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the volunteer status of the claimant.
9. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the business invitee status of the claimant.
10. This insurance does not apply to any "claim", "claims" or "suit" for "bodily injury" arising from "improper sexual conduct" or "physical abuse" resulting from an act, error or omission committed in the performance of professional services, except for an insured's failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" or "physical abuse" following any form of "improper sexual conduct" or "physical abuse" for which an insured could be legally liable.



### **SECTION 3 - OTHER PAYMENTS**

THESE PAYMENTS WILL REDUCE THE LIMITS OF INSURANCE.

We will pay, with respect to any "claim", "claims" or "suit" we defend:

1. All expenses we incur, including but not limited to, reasonable and customary attorney fees, costs and disbursements.
2. The cost of a bond or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to apply for or furnish the bond or bonds.
3. All reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the "claim", "claims" or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against an insured in the "suit" but this does not include any attorney's fees or expert witness fees taxed as costs pursuant to statute.
5. Pre-judgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Up to \$10,000 to reimburse you for wages paid to your employee who is suspended with pay during the investigation or defense of the "improper sexual conduct" or "physical abuse" allegations.

### **SECTION 4 - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. A nonprofit corporation, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your executive officers and directors.
  - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
2. Each of the following is also an insured:
  - a. Your employees, volunteers, interns and students-in-training, but only for acts within the scope of their employment, volunteer work, internship or training with you.
  - b. The legal representative of any insured who has died, but only with respect to the duties of that legal representative as such. That legal representative will have all of the deceased insured's rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership or joint venture over which you maintain ownership or majority ownership or controlling interest, will be deemed to be an insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only if you notify us before the acquisition of or formation of such organization and agree to pay us an additional premium that we deem appropriate; and
- b. Coverage does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" that was committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured for liability arising out of any "improper sexual conduct" or "physical abuse" that results in a criminal conviction of that person. However, any individual insured who is the subject of a criminal action or proceeding will continue to qualify as an insured under this policy for the civil action alleging "improper sexual conduct" or "physical abuse" until such time as the individual insured is convicted of a criminal offense as a result of "improper sexual conduct" or "physical abuse" or is found to have intentionally caused the "bodily injury" that is the subject of the civil action.

No person is an insured with respect to "bodily injury" resulting from any "improper sexual conduct" or "physical abuse" which arises out of an act, error or omission performed in that person's capacity or responsibility as a foster parent, adoptive parent or biological parent.

#### **SECTION 5 - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claim" or "claims" made or "suits" brought; or
  - c. Persons or organizations making a "claim" or "claims" or bringing a "suit."
2. The General Aggregate Limit is the most we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and all "damages" under this policy.
3. Subject to 1 and 2 above, whichever applies, the Each Claim Limit is the maximum we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and "damages" because of all "bodily injury" sustained by any person or persons arising from "improper sexual conduct" or "physical abuse" committed by any one person or two or more persons acting in concert.
4. Subject to 1, 2, and/or 3 above, whichever applies, the limit for Each Claim is the maximum we will pay for "damages" for "bodily injury" sustained in any one "claim" and includes all derivative "claim" or "claims", including but not limited to, loss of society, loss of companionship, loss of services and loss of consortium.
5. The limits of this coverage apply separately to each consecutive annual period, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance and will not increase or reinstate the applicable limits of insurance.

## SECTION 6 - CONDITIONS

### 1. Bankruptcy.

Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this policy.

### 2. Your Duties.

a. You must see to it that we are notified as soon as practicable if you become aware of any "improper sexual conduct" or "physical abuse" which may result in a "claim", "claims" or "suit." To the extent possible, notice should include:

- (1) How, when and where the "improper sexual conduct" or "physical abuse" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "bodily injury" arising from the "improper sexual conduct" or "physical abuse".

b. If a "claim" or "suit" is received by any insured you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable by any means available. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim", "claims" or "suit"; and
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the "claim", "claims" or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "damages" to which this insurance may apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for medical first aid, without our prior written consent.

### 3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on the coverage provided by this policy unless all of this policy's terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable

under the terms of this policy or that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance.

- a. Primary Insurance. This insurance is primary except 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. This insurance is excess over:
  - (1) Any other applicable insurance, whether primary, excess, contingent or on any other basis, that is written on a claims-made basis; or
  - (2) Any other primary insurance available to any insured covering "damages" arising from "improper sexual conduct" or "physical abuse" for which that insured has been added as an additional insured by an endorsement to that other primary insurance.

When this insurance is excess, we will have no duty under this coverage to defend any "claim", "claims" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against that other insurer or insurers. 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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) 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.

#### 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.

- d. No coverage shall be afforded by this policy if coverage for the "claim", "claims" or "suit" is afforded under any other policy issued by us.

#### 5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to you. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess you.

- c. You must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree that:

- a. The statements in the Application for this insurance and the Declarations to this policy are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. You will promptly inform us of any changes in such representations which may occur during this policy's period.

7. Separation of Insureds.

Except with respect to the SECTION 5 - LIMITS OF INSURANCE, and any rights or duties specifically assigned to the Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim", or "claims" is made or a "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us.

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

9. Your Right to Claim Information.

If requested to do so in writing, we will provide you the following information relating to this and any preceding "improper sexual conduct" or "physical abuse" liability coverage we have issued to you during the previous three years:

- a. A list or other record of each "claim" that has been reported to us. We will include the loss date and a brief description of the "claim" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on our judgment. The reserved amounts are subject to change and should not be regarded as ultimate settlement values. If we cancel or elect not to renew this policy, upon receipt of written request, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from you within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of our receipt of this request.

We compile "claim" information for our own business purposes and exercise reasonable care in doing so. In providing this information to you, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

## SECTION 7 - DEFINITIONS

1. "Bodily injury" means physical injury, sickness or disease including emotional distress or mental anguish sustained by a person, "Bodily injury" includes death resulting from "improper sexual conduct" or "physical abuse".
2. "Claim" or "claims" means any demand or "suit" against any insured which seeks "damages" for "bodily injury" arising from "improper sexual conduct" or "physical abuse". It is understood that the "claim", "claims" or "suit" must result from "improper sexual conduct" or "physical abuse" that is committed during the effective dates of this policy.
3. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the "bodily injury" or "physical abuse" does not occur in the course of travel or transportation to or from any place not included in 3.a. above; or
  - c. All parts of the world if:
    - (1) The person or persons responsible for the acts of "improper sexual conduct" or "physical abuse" residence is in the territory described in 3.a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in 3.a. above or in a settlement we agree to.
4. "Damages" means the monetary portion of any judgment or award or a settlement to which we have consented, but does not include:
  - a. Civil or criminal fines, sanctions or penalties;
  - b. Punitive or exemplary damages;
  - c. The multiplied portion of multiplied "damages";
  - d. Any amount uninsurable under the law pursuant to which this coverage shall be construed; or
  - e. Equitable relief, including but not limited to, injunctions, restraining orders or restitution, as well as the costs of complying with equitable relief.
5. "Improper sexual conduct" means actual, attempted, or alleged unlawful sexual conduct by one person or two or more persons acting in concert as prohibited by federal or state law, including but not limited to sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, erotic physical contact, sexual injury, the failure to report an incident of "improper sexual conduct" to the proper authorities, the withholding of pertinent information concerning an incident of "improper sexual conduct" from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" following any form of "improper sexual conduct" for which an insured could be legally liable.

Each, every and all actual, threatened or alleged act or acts of "improper sexual conduct" committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of "improper sexual conduct" regardless of:

- a. the number of injured parties;
  - b. the period of time over which the act or acts of "improper sexual conduct" take place; or
  - c. the number of acts of "improper sexual conduct".
6. "Physical abuse" includes, but is not limited to, any act of actual or threatened assault, including assault with a deadly weapon or force likely to produce bodily harm, battery, unreasonable physical restraint or constraint, the failure to report an incident of "physical abuse" to the proper authorities, the withholding of pertinent information concerning an incident of "physical abuse" from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "physical abuse" following any form of "physical abuse" for which an insured could be legally liable. Each, every and all actual, threatened or alleged act or acts of "physical abuse" committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of "physical abuse" regardless of:
- a. the number of injured parties;
  - b. the period of time over which the act or acts of "physical abuse" take place; or
  - c. the number of acts of "physical abuse".
7. "Resident relative" means a person related to any of "your officers, directors, employees, volunteers, interns or students-in-training by blood, marriage, civil union or adoption and who is a member of the household of that officer, director, employee, volunteer, intern or student-in-training. "Resident relative" includes a ward or foster child.
8. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or verbal, visual or physical conduct of a sexual nature when such conduct:
- a. is linked implicitly or explicitly with a decision affecting the employment status of the past or present employee, volunteer status of the past or present volunteer or the business invitee status of the past or present business invitee of the insured,
  - b. interferes with the job performance of an employee, a volunteer or business invitee of the insured, or
  - c. creates an intimidating, hostile or offensive working environment for an employee, a volunteer or business invitee of the insured.
9. "Suit" or "suits" means a civil proceeding, including any appeal therefrom, in which "damages" because of "bodily injury" arising from "improper sexual conduct" or "physical abuse" to which this insurance applies are alleged. "Suit" or "suits" includes an arbitration proceeding alleging such "damages" to which you must submit or submit with consent. "Suit" or "suits" does not include any criminal action or proceeding.



December 9, 2022

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

To Whom It May Concern:

This letter of agreement certifies that:

- A. All East Oakland Youth Development Center employees who work at Oakland Unified School District (OUSD) sites will have passed fingerprint review by the California Department of Justice and FBI, TB testing requirements, and mandated reporting.
  - i. ATI Numbers will appear on all invoices submitted to OUSD.
  - ii. Proof of fingerprint passage and TB test passage of staff working at OUSD will be available to OUSD upon demand.
- B. EOYDC employees meet OUSD Instructional Aide requirements (either 48 college units or Instructional Aide Certificate).
- C. Designated EOYDC staff supporting the intersession model will have first aid, concussion, and CPR certification.

Sincerely,

Selena Wilson  
CEO