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Board Cover Memorandum

To Board of Education

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

Meeting Date February 23, 2022

Subject Services Agreement with Lincoln Families

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services Vendor will work with assigned school attendance team(s) to develop plans to support improved attendance including implementing a tiered attendance plan, providing case management/outreach and support, and implementing age-appropriate incentives for identified students and families. Vendor will also document and track activities implemented including which students receive additional support, the specific supports provided and change in attendance.

Term Start Date: February 1, 2022 End Date: June 30, 2022 with options to renew for up to three one-year periods upon further approval from the Board

Not-To-Exceed Amount \$125,000.00

Competitively Bid Yes

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

In-Kind Contributions Staff time to coordinate

Funding Resource 7425 – Expanded Learning Opportunities Prop 98 - \$125,000.00

Source(s)**Background**

Over the past several years, OUSD has focused on decreasing chronic absence and increasing daily attendance in our effort to ensure students are attending school and ready to learn each day. Over the last 18 months, our students and families have been resilient and responsive to the changing landscape of school, home, and community. Many have successfully returned to in-person learning and some have not yet returned to full participation in school. The goal of this contract is to increase the attendance of students and families with moderate to severe chronic absence (not due to required COVID quarantine).

Attachment(s)

- Service Agreement with Lincoln Families
- RFP and Bid Materials

SERVICES AGREEMENT 2021-2022

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”):

Full Name of Vendor **Lincoln Families**

The PARTIES hereby agree as follows:

1. **Term.**

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

Start Date **February 1, 2022**

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”):

End Date **June 30, 2022** with options to renew for up to three one-year periods upon further approval of the Board.

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:

\$ Not-to-Exceed Amount **125,000.00**).

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 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

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;
 - (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 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>) 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. 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 other 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.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Allison Staulcup Becwar Signature: Allison S Becwar, JCSW
01/28/2022

Position: President and CEO Date: Click or tap here to enter text.

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: Gary Yee Signature: G. Yee
2/24/2022

Position: President, Board of Education Date: Click or tap here to enter text.

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: K. Johnson-Trammell
2/24/2022

Position: Secretary, Board of Education Date: Enter date of signature

EXHIBIT A

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

Vendor will partner with assigned school attendance team(s) to develop plans to support improved attendance including implementing a Tiered Attendance plan, providing case management / outreach and support, and implementing age appropriate incentives for identified students and families. Vendor will also document and track activities implemented including which students receive additional support, the specific supports provided and changes in attendance.

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:

As described in RFP

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..."*

Specific Outcomes Increase the attendance of students and families with moderate to severe chronic absence [not due to required COVID quarantine)]

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:

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. **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.)



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-111CSSS

ATTENDANCE PARTNERSHIPS FOR COMMUNITY SCHOOLS STUDENT SERVICES

* 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
phone: (510) 434-4337

**Proposals Due:
11/05/2021 at 2:00 PM**

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 prior to **November 5, 2021 at 2:00pm**

Provider to submit:

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

Proposal shall be clearly marked: **“Response to RFP No. 21-111CSSS”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
ATTENDANCE PARTNERSHIPS
FOR COMMUNITY SCHOOLS STUDENT SERVICES
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

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

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

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

RFP SCHEDULE OF EVENTS

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

DATE	ACTION
RFP Posting/First Advertisement:	October 4, 2021
Pre-Bid Conference:	October 14 , 2021 @ 10:00 a.m. (Zoom link on Procurement Website)
Deadline for Questions:	October 14 , 2021 @ 2:00 p.m.
Proposal/Bid Submitted to District:	November 5 , 2021 @ 2:00 p.m.
Proposal/Bid Opening:	November 8, 2021 @ 1:00 p.m.
Potential Interviews (If Necessary):	November 9, 2021 - November 10, 2021
Final Award of RFP (BOE):	December 2021
Contract Start Date:	January 2022

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.

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

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.

Published: Oct 1, 2021

GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

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.

OBJECTIVES

Organizations to Partner in implementing the OUSD Attend and Engage in School Plan

OUSD seeks qualified organizations to partner in our effort to ensure students and families are fully engaged and attending school. Over the last several years OUSD has focused on decreasing chronic absence and increasing daily attendance in our effort to ensure students are attending school and ready to learn each day. Over the last 18 months, our students and families have been resilient and responsive to the changing landscape of school, home, and community. Many have successfully returned to in-person learning and some have not yet returned to full participation in school.

This request for qualifications seeks organizations to support the OUSD effort to ensure every student attends school and engages each day in their school's learning opportunities.

SCOPE OF WORK

OUSD anticipates allocating one or multiple contracts per grade level for providers to implement attendance strategies and incentive programs for identified grade spans in amounts not to exceed -

- High Schools - \$1 million
- Middle Schools - \$500,000
- Elementary Schools - \$300,000

Outcomes:

- Increase the attendance of students and families with moderate to severe chronic absence [not due to required COVID quarantine].
- Implement a Tiered approach to attendance in partnership with OUSD's School Site Attendance Team & Central Partners.
- Increase student & family leadership and awareness around the importance of attendance.

Desired Qualifications, Agency will have:

- Culturally and linguistically responsive staff / volunteers to conduct outreach to students and families.
- Ability to implement outreach campaigns including at a minimum phone calls and home visits.
- Ability to develop and implement student and family incentive programs.
- Awareness of effective strategies to engage students and families including appropriate communication methods / campaigns.
- Ability to provide basic case management support for families who identify home / community barriers to attending school. Understanding of existing school resources that may be of support.
- Ability to provide workshops for students and families on attendance related issues.
- Ability to work with multiple sites to implement attendance strategies that support the school's goals and practices

SPECIFIC ACTIVITIES REQUIRED

- Agency will partner with assigned school attendance team(s) to develop plans to support improved attendance including implementing a Tiered Attendance plan, providing case management / outreach and support, and implementing age appropriate incentives for identified students and families.

- Document and track activities implemented including which students receive additional support, the specific supports provided and changes in attendance.

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **November 5, 2021 by 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94607 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Contractors are required to send **one (1) original, (1) electronic copy on a USB flash drive**, of 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.**

PROPOSAL EVALUATIONS AND SCORING

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

Best Value Scoring

- A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

Best Value Points	
Value Category	Maximum Points
1. Annual cost to the district	200
2. Scope of Services	300
3. Program Accountability, Program Plans and Results, Staffing, Experience and Performance	300
4. Ability to deliver/ References	200
Total	1000

- B. Each best value category shall be scored separately using the scoring guide below.

Scoring Guide

	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements	Few or no clear strengths.	Significant and numerous	NONE	0%

Criteria for Best Value Scoring and Submission Instructions

All Four (4) Value Categories

The following criteria will be considered and kept in mind when allocating points in each of the four Value Categories:

RFP responses demonstrate a clear understanding of and alignment with the District’s objectives.

In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.

Value Category 1: Annual cost to the district (200 Points)

- Total cost to the district under this bid. Please utilize the [budget template](#) to detail the proposed budget including the number of schools or students the agency proposes to serve.

BUDGET ITEM Identify items - add rows for additional detail / items as applicable	Proposed Expenditure	NARRATIVE Detailed explanation of proposed expenditures.
Salaries		
Employee Benefits		
Books and Supplies		
Services and Other Operating Expenditures		
TOTAL DIRECT COSTS:		
TOTAL:		

Value Category 2: Scope of Services (300 Points)

All agencies will be awarded maximum points in accordance with criteria questions and score is based solely on the assessment of the written narrative:

- 1) School Relationships - 50 points

- a) Describe in detail the agency's experience partnering with Oakland Schools.
- 2) Attendance Experience - 50 points
 - a) Describe in detail the agency's experience implementing attendance engagement / outreach campaigns. What will the agency implement as part of this proposal? How does the agency currently or plan to partner with school attendance teams?
 - 3) Program Quality - 50 points
 - a) Describe, in detail, the tiered attendance strategies the agency will implement and how the agency will monitor for success.
 - 4) Student Engagement - 50 points
 - a) Describe, in detail, the agency's experience and capacity to implement student incentives. Identify the strategies and incentives the agency would implement to increase student attendance.
 - 5) Family Engagement- 50 points
 - a) Describe, in detail, the procedures and the resources the agency currently uses or will implement, to ensure supportive family outreach and engagement is a component of the program. Describe capacity to implement family workshops and plans to support Oakland's diverse family community.
 - 6) Student & family Support - 50 points
 - a) Describe agency experience and capacity providing light case management to students and families. Which partnerships would the agency anticipate developing / leveraging to facilitate increased student attendance?

Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance (300 Points)

Vendor's response shall describe its program accountability, program plans and result, staffing, experience and performance.

- 1) Agency Capacity - 100 points
 - a) Describe the agency's experience and capacity to work with multiple schools. Describe the number of schools [and specific schools if applicable] the agency intends to partner with under this proposal and how the agency will manage school relationships. Describe the number of students the agency intends to serve under this program.

- 2) Program Accountability - 50 points
 - a) Describe, in detail, the roles and responsibilities of the core administrative staff responsible for fiscal and programmatic components of the contract.
- 3) Data Sharing and Monitoring - 50 points
 - a) Describe, in detail, how the agency will utilize data to monitor the success of the program.
- 4) Experience and Performance- 100 points
 - a) Describe in detail the agency's experience and history implementing attendance related supports. What successes has the agency demonstrated? How will the agency respond to the unique language / community needs of students and families?

Value Category 4: Ability to deliver proposed solution and Reference (200 Points)

Company Profile

- Provide the following information about your company:
 - The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
 - List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
 - Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations
- Please attach evidence that supports the viability of the company for the duration of the contract.

Professional Qualifications

- Provide a succinct summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.
- Using the format in Section C ("References") provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with a brief summary of the service provided.

SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST TO CHANGE)

SERVICES AGREEMENT 2021-2022

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

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.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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.

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):

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.

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:

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:

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:

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?

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?

**Exhibit C
Proposal Price Form**

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

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
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
-----------	-------------	-------

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 [02/12/2020] 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 14days 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

Request for Proposal (RFP) 21-111CSSS

**ATTENDANCE PARTNERSHIPS
FOR COMMUNITY SCHOOLS STUDENT SERVICES**

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

**Submitted by:
Lincoln Families (Lincoln)
1266 14th Street Oakland, CA 94607**

**Proposal Contact:
Jessica Ekstrom, Foundation Relations and Grants Manager
jessicaekstrom@lincolnfamilies.org**

**510-273-4700 ext 4323 – Office
510-851-5196 – Cell**

Tax ID Number: 94-1156501



Value Category 1: Annual Cost to the District

BUDGET ITEM Identify items - add rows for additional detail / items as applicable	Proposed Expenditure	NARRATIVE Detailed explanation of proposed expenditures.
Salaries		
.125 FTE x 4 Academic Mentors	\$68,000.00	2 elementary (for 3 schools), 1 middle school, 1 high school
.5 FTE 1 School Engagement Coach	\$26,000.00	New position floating to coordinate Tier 1 and Tier 2 activities and Tier 3 referrals
Employee Benefits	\$24,625.00	Payroll taxes, Workers Comp, Health Insurance, Retirement Plan
Books and Supplies		
Student engagement goal incentives	\$1,250.00	\$25 x 50 Tier 2 participants (books, gift cards, etc.)
Parent participation incentives	\$4,125.00	\$50 x 25 Tier 1 caregiver participants x 5 sessions
Services & Other Operating Expenditures	\$1,000.00	\$200 x 5 for Parent Empowerment sessions
TOTAL DIRECT COSTS:	\$125,000.00	
TOTAL FOR GRANT DURATION OF 6 MOS:	\$125,000.00	\$75K to support elementary; \$25K for middle school; and \$25K for high school

Value Category 2: Scope of Services

1) School Relationships

Experience Partnering with Oakland Schools

Established in 1883, Lincoln Families is a highly experienced provider of school and community based behavioral health services and continuum-of-care supports to youth and families involved in the educational, child welfare and juvenile justice systems. Since 1997, Lincoln Families has provided mental health services in community schools and today is a trusted partner with four school districts across the East Bay (Oakland, Hayward, Antioch, Pittsburg). Using trauma-informed and culturally responsive practices, Lincoln Families provides a range of services and supports at more than 50 public schools. In addition to school-based mental health services in OUSD, Lincoln Families has partnered with the Community Schools and Student Services Office to facilitate a Family Resource Center and operate literacy programs that provide students and families

with direct services in chronic absentee interventions and school engagement supports since 2012. Below is a description of our multi-faceted experience in partnering with Oakland schools, and of the programs that serve Oakland Unified youth.

Helping Open Pathways to Education (HOPE), our flagship school-based mental health program, provides a variety of mental health supports in OUSD schools primarily through ACBHCS funding and individual school contributions. Lincoln Families HOPE staff support a trauma-informed school climate, attend COST meetings, and serve as advocates for students, families and school staff. HOPE provides intensive services that are culturally responsive, trauma informed, and relationship-based to 250-300 elementary and secondary school youth in 15 schools in the Oakland Unified School District annually, and provides targeted short term interventions to thousands more. HOPE Schools include: Allendale Elementary, Esperanza Elementary, Korematsu Discovery Academy, Fruitvale Elementary, Grass Valley Elementary, OAK, LaEscuelita Elementary, Laurel Elementary, MetWest High, New Highland Academy, Rise Community School, Oakland High, Oakland Technical High, Sankofa Academy, and Skyline High. HOPE provides integrated behavioral support focused on: 1. Student Counseling and Family Engagement; 2. Teacher Consultation and Student Supports; and 3. Whole School Supports.

Excellence through Counseling, Education, and Learning (EXCEL) supports youth with emotional and behavioral challenges to better access curriculum in Special Day Classes, and prepare to transition to a more inclusive educational environment. EXCEL delivers culturally responsive, trauma-informed, relationship-based services to approximately 50-60 students, grades K-12, in Oakland annually through braided ACBHCS and OUSD funding. EXCEL provides intensive therapy and in-the-moment interventions to students and families, as well as consultation to teaching staff to create therapeutic learning environments for academic success. Lincoln Families staff work closely with the OUSD Special Education team and school administrators and teachers to integrate therapeutic and academic goals.

West Oakland Initiative (WOI) serves all K-12 district schools in West Oakland, providing literacy, engagement, and attendance support. School Engagement Coaches work in collaboration with school teams to provide personalized, responsive care to students and families who are struggling or need extra support. WOI is funded through OFCY, Alameda County Healthcare Services, foundation and individual donations. Providing academic interventions, in-class supports, parent engagement, and case management to strengthen literacy rates, address SEL, self-empowerment, the home and school environment. WOI serves more than 50 elementary, middle, and high school youth in West Oakland annually, providing social emotional learning support to students and families, and supports through critical school and community partnerships in a variety of ways: 1. Family Coaching – Providing supports for families to connect to their communities and develop skills and resources for self-sufficiency; 2. Student Services – Working with students to build literacy and positive school behaviors; 3. Educational Supports – Providing classroom learning supports and academic enrichment, including culturally relevant books, school supplies, holiday/cultural celebrations, and recreational

field trips; 4. School Supports - helping school systems be more inclusive, welcoming and responsive to students.

Family Resource Centers (FRC) - supports OUSD students and families through our community based FRC in West Oakland, and an OUSD school based FRC in East Oakland. Our school-based FRC, funded through OFCY and foundations, works closely with school teams to address the unique needs of the school community. Serving as a school-based community hub and providing families access to information, connections to community resources, and opportunities to develop new skills and achieve greater capacity for supporting the healthy development, academic success, and well-being of their children. The New Highland / RISE (NHR) FRC Serves approximately 280 families through culturally responsive, trauma-informed, relationship-based programming at the joint elementary campus of New Highland Academy and RISE Community School in East Oakland with a focus on: 1. Family Engagement; 2. Health & Wellness; 3. Resource Navigation; and 4. Community Action Activities.

Oakland Freedom Schools (OFS), a six-week summer literacy and cultural pride program held in partnership with Oakland schools, builds strong reading skills and student self-concept to close achievement gaps. OFS is funded through OFCY, OUSD, individuals, and foundations. Each summer, OFS delivers culturally responsive, trauma-informed, relationship-based programming to approximately 180 elementary and secondary students at three OUSD schools; two serving 1st-8th and the third at the high school level. Serving both the East Oakland and West Oakland communities, OFS provides: 1. High Quality Academic Instruction; 3. Parent & Family Involvement; 4. Social Action & Civic Engagement; and 5. Nutrition & Health.

School Engagement Program (SEP), provides intensive mental health services to improve attendance for youth with significant absences, address barriers to attending school, and support consistent attendance and engagement in the learning process. SEP, funded through ACBHCS, provides support and assistance to youth and families in Oakland in a variety of ways: 1. Family Coaching – Providing intensive case management and collaborating with families to reconnect them to their communities, and develop skills and resources for self sufficiency; 2. Youth Counseling – Working with students to increase motivation, promote a healthy lifestyle and establish trust with the school system for achievement and success; 3. Resource Navigation – Linking youth and families to self identified supports for reducing stressors and addressing issues impacting attendance; 4. School Supports - working with schools to improve their outreach and inclusion of families. SEP partners with OUSD by gaining referrals from truancy court for OUSD students and by working with county and district staff to provide holistic supports to OUSD students and families.

Need and Request

Chronic truancy is a crisis impacting children in the Bay Area, throughout California, and across Oakland. Studies consistently show that students who miss school are more likely to struggle academically, which ultimately leads to higher drop-out rates. While there are numerous risk factors associated with absenteeism, school truancy is not an isolated problem or merely a behavioral issue. Rather, it is the result of underlying problems

associated with poverty and systemic inequities, such as housing security, the physical and mental health of the caregiver and undiagnosed learning differences. In the 2018-19 school year (pre-pandemic), the OUSD chronic truancy rate was 29.6%, with West Oakland schools showing far higher chronic truancy rates: West Oakland MS - 51.4%, Prescott - 59.8%, MLK Jr - 51.7%, Hoover - 36.7% (caschooldashboard.org), and McClymonds HS - 57.3% (ed-data.org). Thus, West Oakland schools on average had a 21.8% higher chronic truancy rate than the district average, making the need for culturally responsive school engagement and attendance services critical.

Lincoln Families respectfully requests \$125,000 to fund our strategic attendance support interventions at OUSD elementary, middle, and high schools in West Oakland, which would leverage the existing infrastructure we have built to support attendance and engagement. In a continued effort to sustain and build upon our strong school partnerships with West Oakland public schools, Lincoln Families proposes tiered attendance support services at Hoover, MLK, and Prescott Elementaries; West Oakland Middle School; and McClymonds High School, our current service locations. Lincoln Families' neighborhood based responsive models have enabled us to provide preventative and intensive levels of support to students and families that remove barriers and ultimately, increase school attendance.

2) Attendance Experience

Agency Experience Implementing Attendance Engagement/Outreach Campaigns

Lincoln Families has a long history of helping students and families fully engage in their academic experience and work through the barriers that impede attendance and subsequently, learning. Since the late 1990's, Lincoln Families' HOPE program has worked closely with OUSD and multiple schools throughout the district to support the emotional needs of students, function as a bridge between caregivers and school staff, and consult with teachers to increase behavior management and engagement strategies in the classroom. Additionally, HOPE works closely with each school to support the COST process, so that early warning indicators are identified and students are properly matched to needed supports. In 2010, in collaboration with the school administration and caregivers, we designed a school-based FRC on the New Highland Academy and Rise Community School campus with a focus on impacting student engagement, parent outreach, school attendance, and neighborhood safety. These combined strategies have significantly improved attendance at the schools. We began leading Oakland Freedom Schools around the same time, provided at multiple OUSD sites. This program has demonstrated efficacy in raising reading scores and a love of learning that correlates with better attendance.

Through a collaboration with Alameda County, Lincoln Families School Engagement Program (SEP) launched in 2010 as a Tier 3 intervention to address the social determinants of health that can negatively impact children's consistent attendance at school. SEP was created to address, through a trauma-informed lens, the multi-dimensional factors at play when a child is chronically truant. SEP is offered at no cost to OUSD students who are Medi-Cal eligible and have significant attendance issues, and provides intensive services to students referred from truancy court. Participants receive

mental health services, case management, family systems support in coordination with school administration and teachers.

Agency Implementation Plan

For the purpose of this proposal, Lincoln Families will implement tiered attendance services to all of OUSD's West Oakland schools. Lincoln Families staff at each school site will collaborate with attendance offices to ascertain which students have moderate to severe needs. Specific students identified by the attendance offices will be placed in either Tier 2 - receiving West Oakland Initiative (WOI) Services, or Tier 3 - receiving a referral and warm handoff to the School Engagement Program. Students and families will receive attendance support services based on the data provided by the school site attendance offices via attendance meetings and check ins. Tier 1 services will be schoolwide, promoting more inviting school cultures and delivering educational workshops to caregivers and fun incentives to students. Services at all tiers will be equity-centered, relationship-based, and culturally responsive to residents of West Oakland.

Students of color disproportionately experience attendance issues, and in particular, African American students. It is essential to acknowledge social inequities and structural discrimination in order to authentically engage with students and their families and accomplish strong outcomes. Cultural responsiveness is an integral aspect of all our programs and staff receive regular trainings from Lincoln Families and collaborative partners that focus on building awareness of diversity, equity, and inclusion, focusing on the impact of culture upon approaches to intervention and communication with children and families. Further, Lincoln Families is committed to hiring staff with roots in the West Oakland community who have shared life experiences and understand what makes the community unique.

Plan to Partner with School Attendance Teams

Our Lincoln Families teams will partner with each school to help design and implement universal (Tier 1) supports, including whole school interventions such as positive school culture and trauma-informed accountability and support structures. Staff engage with and maintain strong relationships with school administrators, leadership, and teachers through regular weekly check-ins and meetings, sharing information and best practices to create a more welcoming environment for students and families. Lincoln Families staff will meet regularly with attendance offices, joining existing attendance meetings as well as relevant COST meetings to discuss students who have moderate to severe attendance issues. Students will then be referred to our tiered services according to need. Lincoln Families staff will bring a trauma-informed lens to attendance meetings, and will work in collaboration with attendance offices to best address and troubleshoot any factors at home that may be impeding consistent attendance.

Lincoln Families staff also work directly with school teachers and administrators to identify students with problematic attendance records or other early indicators of risk who could benefit from the individualized supports (Tier 2 and 3) that WOI and SEP programming provides. Clearly defined roles and responsibilities of staff enhances efficiency and

effectiveness of service delivery while ensuring that the needs of students and the school are being met.

3) Program Quality

Tiered Attendance Strategies

Lincoln Families staff provide a multi-tiered system of support, focusing on addressing problems early with students who show signs of struggling with engagement, attendance, and academics.

Tiers 1 and 2: Schoolwide efforts at each site will include regular collaboration with each school site's attendance office to determine the attendance landscape at each site and to design services that are responsive to specific needs. WOI staff will facilitate parent peer-led lunch or dinner workshops around attendance. The workshops will explore ways for parents to remove barriers to their children regularly attending school, with Lincoln Families' staff providing suggestions, resources, and referrals to any necessary outside services.

Students and families will be encouraged to attend DEAR (Drop Everything and Read) Week sessions, which take place at the participating schools and at the West Oakland Library. DEAR Weeks occur after school and on Saturdays for 4 weeks per year, for 16.5 hours per week. WOI also supports a powerful five-week Parent Empowerment Series & Retreat. Over the five weeks, parents attend sessions to help empower, improve, and build better relationships with their children and one another. The Parent Empowerment Series will be held at McClymonds High School and will include the parents of each West Oakland school.

Students identified as Tier 2 will continue to receive WOI services. At the heart of the program is a multi-system collaborative, developed to address endemic socio-economic problems facing underserved families through direct and coordinated services. WOI students and their families are required to participate in at least quarterly family case management meetings with the School Engagement Coach (SEC) during the school year. The SEC can meet with each child and their family more often, as based on individual needs. These meetings help the SEC build trusting relationships with the students and identify barriers to attending school regularly and succeeding academically. The SEC outlines ways to overcome these barriers by developing an Academic Achievement Plan, with action steps that may include in-class academic supports, weekly case management meetings, out-of-school reading assignments, strategies for improving attendance, and service referrals to community agencies.

Tier 3: The highest needs students with severe attendance issues will be referred to our School Engagement Program with a warm handoff to support successful program enrollment. Families will be provided intensive case management, mental health supports, and a co-created individualized plan to improve attendance for students. Staff will also closely collaborate with families to successfully implement the plan, while also helping them connect with supportive community-based services and resources. In FY 2021, 93% of youth involved with Lincoln Families School Engagement Program

improved school functioning, which includes positive gains in behavior, achievement, and school attendance.

Over the more than 20 years that Lincoln Families has been providing school-based mental health services our approach and model has evolved to more effectively meet the needs of the community and schools. We have learned that strong partnerships with the schools, the families and the community are essential to effective long term healing for children. Our principles of care are strengths-based, family-centered, best practices and team-based and woven throughout our prevention, early intervention, and intensive services continuum. These principles are clearly reflected in the way that we do our work in schools and in the community, and in the best practices we uphold for staff. All of Lincoln Families' employees participate in cultural humility training that includes taking the Harvard Implicit Bias test to reflect on personal biases that can impact program delivery. Staff are also trained in communication approaches of courageous conversations and calling in, both of which are productive approaches to addressing microaggressions and improving abilities to hear each other and understand the impact of bias. Our internal equity work is aimed at providing a safe space where staff can explore these important issues and how they impact our work with the communities we serve as well as our relationships with each other.

Lincoln Families' newly hired employees attend a comprehensive onboarding training that includes gaining a deeper understanding of the diversity of ethnic, cultural, socioeconomic backgrounds, physical disabilities, as well as the varied sexual orientations or gender identities that youth and families we serve often reflect. Lincoln Families pay close attention to integrating cultural and familial rituals/practices into relationship building, and trains staff to be aware of and practice respect and cultural humility with youth and families. Throughout Lincoln Families' meetings and supervisions, each direct service staff is asked to question and challenge racial, cultural and socio-economic biases that arise in the work.

Lincoln Families' work is guided by its dedication to a trauma informed approach. We place great emphasis and reinforce the use of Trauma Informed Care across all programmatic services and internal staff supports. The majority of children and families Lincoln serves have been exposed to trauma-saturated environments. Research has demonstrated the impacts of such exposure, including difficulty focusing, misreading cues and impulsivity to name a few. People of color experience an additional layer of racial trauma. Based on the trauma work of Dr. Mario Martinez and Dr. Ken Hardy, Lincoln Families knows helping children and families find ways to be assertive and empowered in their lives, as well as building their feelings of value, competency and affiliation all act as protective and healing factors.

Strategies for Monitoring Success

Lincoln Families will coordinate with the attendance teams at the various schools and utilize district data to track improvements in attendance and arrival times. SRI data will also be collected through school administration to track how literacy scores improve over the course of the school year. Students enrolled in Lincoln Families' tiered attendance

services will work in collaboration with staff and their families to create goals around school engagement and attendance. By co-creating goals together, students and families show higher levels of buy in and commitment to goals. Lincoln Families staff then meet regularly with students to check in on progress towards goals and to strategize ways to improve outcomes or address any factors standing in the way of engagement and attendance. As previously mentioned, students and families are required to attend these case management meetings quarterly as a critical component of program involvement. Meetings may occur at a higher frequency for students and families that need a higher level of support or goal monitoring.

4) Student Engagement

Agency Experience and Capacity to Implement Student Incentives

As a school based service provider for over 20 years, Lincoln Families has implemented many types of student incentives. Because each school community and age group is different, co-located school site teams create incentive systems based on student culture and interests, often involving students in the incentive program design. Lincoln staff have extensive experience with individual behavior contracts and incentives, classroom and school-wide incentives focused on school climate goals as well as incentivizing group therapy participation and/or summer program participation. Lincoln Families has hosted many successful incentive events to encourage participation in our programs and to celebrate robust program engagement. One example of that is an annual Kwanzaa Day, a festive celebration which honors African American traditions and students. Students enjoy food, music, prizes, and Kwanzaa-themed activities for the whole family. Other examples of student incentives include educational field trips like local college tours, and end of the year activities like camping trips and amusement parks. While the pandemic caused these events to be paused, we are eager to continue with these incentive traditions. Specific to WOI, all families receive a \$25 gift card upon completing registration forms and enrolling in the program. Although student incentives are beneficial to improving engagement and attendance, we find that they are only as successful if we are concurrently building relationships with students, school staff, and families.

Strategies and Incentives to Increase Student Attendance

We have learned that a multi-tiered incentive plan can have the greatest impact. Starting with classroom and school-wide attendance goals and awards can be an effective strategy to set a tone of the importance of regular attendance and utilize peer motivation to improve classmate attendance. We will partner with the schools at each site to design developmentally appropriate campaigns for this. Students involved in Tier 2 and Tier 3 services will have incentives incorporated into their overall support plan. One strategy to improve attendance includes individual goal setting sheets. After coming together to set goals around school attendance and engagement, our staff will conduct regular check-ins to review goals, assess progress, and make any necessary adjustments. Quarterly attendance 'snapshots' are shared with students and families, to provide a summary of attendance progress. The snapshots make it easier for students to stay abreast of their own attendance data and encourages sustained commitment to goals. Students who show improvement in attendance receive 'Attendance Awards' at the end of the year, celebrating their dedication and publicly sharing it with their peers. WOI participants who

demonstrate progress month over month will also receive incentives for these improvements. A recent and unique student incentive is the Alexa Dot alarm clock, which allows students to set creative alarms with their favorite music or sound bytes, designed to make the goal of waking up in the morning on time more fun and attainable.

Additionally, many of our WOI incentives are directed at the caregivers. We utilize gift cards when caregivers enroll their child in the program and we incentivize ongoing participation with a wellness retreat. We know that by sustaining and supporting the caregiver, we can have a far greater impact with the students.

5) Family Engagement

Procedures and Resources for Supportive Family Outreach and Engagement

Root causes for low school engagement, poor academic performance, and chronic absenteeism are often found within a student's familial situation. The integration of in-school and family engagement services is pivotal in helping students and their families get the support necessary to overcome the obstacles to attendance and academic achievement. We provide families who have been impacted by poverty and trauma with tools and support necessary to define and actualize their own versions of success.

As part of our Tier 1 intervention, caregiver workshops will focus on building caregiver resources, creating peer supports and providing psychoeducation on the developmental needs and strengths of their children.

Families participating in WOI will receive case management support, and an individualized plan will be co-designed to determine any peripheral services that support attendance goals and family resource needs. Activities may include housing, transportation, and healthcare navigation assistance. Similar to the caregiver workshops for Tier 1 interventions, our WOI families also participate in parent engagement meetings to build family strengthening. School environments can often be stressful and intimidating places for parents, which can hinder their ability to help their children. Parent programs help parents learn to better manage stress and to navigate the various aspects of their student's learning experience.

Capacity to Implement Family Workshops and Supports for a Diverse Family Community

Each of Lincoln Families' 12 programs include a family component, and our services are designed to address student needs holistically and in partnership with families. We have extensive experience in designing and hosting family nights, workshops, and classes for parents to gain information in an inclusive, culturally responsive way. In order to support students in meeting their attendance goals, it is paramount that families understand the importance of regular attendance and the impacts of even mild truancy. Our staff know that family events must adapt to parents' challenging schedules, and are much more successful when they involve food or sharing a meal. Since we are currently providing services at each West Oakland school, our teams will readily implement workshops to support families in finding solutions to attendance barriers and to approach attendance awareness in a way that is supportive and down to earth.

Parent Engagement and Support

We will also involve parents and caregivers via a program orientation, open houses, and social events in order to build their understanding of developmental stages to successfully support their children's transitions into young adulthood. Parents will gain peer support, knowledge of youth development, parenting strategies, and skills to support their children's health and development. Parents will attend sessions to help empower, improve, and build better relationships with their children and one another. SECs will also facilitate parent empowerment support groups to build family strengthening and parents' skills for dealing with stress and improving parenting skills.

Family Wellness Nights

Twice a year, parents and their child will join with their school community to discuss health and wellness issues, including stress management, family conflict resolution, healthy family engagement, and healthy nutrition.

6) Student & Family Support

Experience and Capacity Providing Light Case Management to Students and Families

Lincoln Families has extensive experience providing case management to students and families across all of our programming. Within the past 19 months during the onset and duration of the global pandemic, our staff across every program took on case management roles, and were enlisted to support children and families in their needs beyond our usual scope. Our staff are trained to look at every child holistically and the interconnected ecosystem of each child's life. Staff regularly make referrals and resource connections to outside services and local programming that can meet any family needs that we can't. An important aspect of our case management philosophy is co-creating goals with children and families to drive commitment and buy in. Our staff honor the wisdom and expertise of each family served, and lead collaborative case management goal setting with respect and by setting attainable, realistic goals. Our staff use the communication methods that best suit each individual, remaining connected via email, text, or phone calls.

Partnerships to Facilitate Increased Student Attendance

Lincoln Families has committed time and energy to intentionally increase our presence and positive impact on neighborhoods and communities surrounding our service locations. Partnership development utilizes Lincoln Families' legacy of children and family services to leverage relationships with community organizations, government agencies, companies, and groups with mission alignments.

Some of the partner organizations and efforts include, but are not limited to the following:

- Alternatives in Action (academic tutoring, college and career prep, peer mentoring, etc.)
- DeFremery Park (family engagement and youth enrichment)
- Jewish Family & Community Services East Bay (parent groups)
- Oakland Public Library (youth literacy and family engagement)

- Oakland Unified School District (OUSD; facility support)
- West Oakland Community Collaborative (local resource connection and family supports)
- West Oakland Zone of Excellence (local resource connection and family supports)

In addition to the partnerships above, we welcome partnering on specific attendance goals and working with organizations like Urban Strategies Council and Attendance Works.

Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance

1) Agency Experience and Capacity to Work with Multiple Schools

Our school partnership model, combining core foundational principles and programmatic framework, is uniquely effective in addressing the root causes of attendance issues because they often lie within the behavioral health needs of students. Lincoln Families believes that strong, collaborative partnerships between school staff and our teams are essential to meeting students' needs around engagement, attendance, academics, and overall wellness. We cannot underscore how critical this collaboration is to the success of each student. In fact, any gains made with students will be short-lived if there is not meaningful and purposeful collaboration between school staff and our support services team. Lincoln Families cultivates relationships with school and district staff that respect every person's expertise and functions on the team. Students need to experience all the adults in their lives working in concert towards their goals, including families, teachers, coaches, attendance staff, and school admin. WOI teams currently manage relationships with the five proposed schools, and regularly check in with teams at each site to ensure alignment across sites and to monitor student success at each school.

Proposed School Partnerships and Relationship Management

Lincoln Families successfully manages over 50 individual school partnerships at all times, and we have the experience and infrastructure to continue to manage each of the West Oakland schools for the proposed attendance partnership with the district. As detailed at the beginning of this RFP proposal, Lincoln Families provides 12 programs concurrently in both Alameda and Contra Costa Counties, with eight of them being school based services that are dependent on functional partnerships and healthy working relationships with multiple schools and districts at the same time. For the proposed West Oakland attendance partnership, Lincoln Families will serve all OUSD schools in West Oakland: Hoover, MLK, and Prescott Elementary Schools, West Oakland Middle School, and McClymonds High School.

Proposed Students Served

Tier 1 school culture efforts will make impacts across whole school populations, and will directly serve 25 caregivers at each support group workshop (125 caregivers in total). 50 students will receive West Oakland Initiative services, and 10 high needs students will be referred to SEP.

2) Program Accountability: Roles and Responsibilities of Core Fiscal and Programmatic Administrative Staff

Bing Estrada, Chief Financial Officer, will oversee the contract administration and fiscal oversight of this project. Bing has been with Lincoln Families for more than 20 years, managing multiple county and school district contracts.

Dynell Garron, Lincoln Families' Community Based Program Director, oversees our West Oakland programming, and has been a part of our agency's process in developing the hyper local continuum of services addressing barriers to student and family success in West Oakland.

Ocie Parks, West Oakland Initiative's Program Manager, will be instrumental in ensuring a continuum of tiered attendance support services at all five OUSD schools. Ocie is responsible for supervising program staff; maintaining school partnerships; coordinating services; organizing events; and overseeing enrollment, outreach and data collection.

The School Engagement Coach (SEC) is responsible for recruiting, enrolling and supporting students struggling with school engagement, and providing students and their families case management services. Additionally, the SEC facilitates monthly parent meetings, assists with event planning, supervises Academic Mentors and is responsible for collaborating with school leadership teams and staff to coordinate service delivery and track student outcomes.

Academic Mentors (AM) provide students with in-class supports and literacy tutoring and are responsible for executing action steps and tracking progress on students' Academic Achievement and Attendance plans. Each participating school has at least one AM, who also provides case management to students via social emotional mentoring and academic support, encouraging a connection with school while ensuring that students feel their presence at school is missed and their absences are noticed. The SECs and AMs build strong relationships with students and families and are pivotal in building a more positive connection with school.

Lincoln Families mental health clinicians deliver the Tier 3 School Engagement Program services. Clinicians provide intensive supports and case management to students who are most struggling with chronic truancy/absenteeism. This intensive work will also be supported by targeted case management provided to students and families entering the School Attendance Review Board process (SARB), which will preemptively reduce the number of students/families who are mandated to participate in Parent Truancy Court.

3) Data Sharing and Monitoring

Student data will be collected by School Engagement Coaches via assessments and well-being survey pre-test, conducted during the early fall or at time of program enrollment, and a post-test conducted in the late spring. Lincoln Families will continue to utilize Attendance Works' school climate and attendance assessment tool, which will provide baseline data to inform WOI programming.

In collaboration with program staff, Lincoln Families' Quality and Evaluation department oversees program outcome data collection, analysis, and reporting, and will actively collaborate with school partners to collect, analyze, and report outcomes and fidelity measures. This includes working closely with Alameda County's Office of Education and Oakland Unified to gather school attendance records and assessment of risk factors (examples include homelessness or threat of homelessness; communal and/or familial violence; poverty). The collected data will help program staff and our Quality and Evaluation team assess the overall success of the program. Data collection for Tiers 1 and 2 will be conducted via surveys and attendance records and will be analyzed to determine program success, as well as to drive any necessary changes to program delivery. Data collection for the Tier 3 SEP will be based on clinical assessments detailed below.

As a Council on Accreditation (COA)-accredited agency, Lincoln Families is expected to meet a rigorous set of best practice standards across programs and throughout our administration. Since 2002, Lincoln Families has also been governed by a Continuous Quality Improvement (CQI) process. We see CQI not as a goal, but a process that incorporates input from Lincoln Families' staff, program participants, families, and community partners. Our data collection provides outcomes upon which to base targeted program interventions, to evaluate program efficacy, and to focus quality improvement efforts.

4) Experience and Performance

Experience and History Implementing Attendance Related Supports.

As mentioned, the primary programmatic component of this proposal for Tier 1 and Tier 2 is our West Oakland Initiative, which is already being successfully delivered in all OUSD schools there. Launched in 2014, WOI is a place-based program created to improve attendance, improve student's academic performance, and build social-emotional skills. WOI currently operates in every public school in West Oakland. WOI staff interfaces with attendance staff and provide attendance support services via incentives, parent coaching, academic tutoring and mentoring, and holistic case management services to the most chronically truant/absent students. WOI is part of a broader Lincoln Families initiative to reduce the crisis of chronic absenteeism throughout both Alameda and Contra Costa Counties. We participate on a team led by the Alameda County Superior Court Judge that develops strategies for keeping youth engaged in school. We also provide direct services to students and their families involved in both the Alameda and Contra Costa County Parent Truancy Courts through our Tier 3 School Engagement Program (SEP), which provides intensive counseling and case management for 90-100 youth and their families, per County, annually.

To enroll students, WOI works with each of the school's attendance offices to identify students who are chronically absent and show other warning indicators of academic risk, such as ongoing, in-class behavioral issues. Once enrolled in the program, WOI students and their families work with School Engagement Coaches to: 1) identify barriers to regular attendance and success in school; 2) develop solutions to these barriers and outline a path to success; and 3) build ongoing, trusting relationships and receive necessary

support services and/or referrals. The importance of case management and a coordinated, multi-system effort in reducing truancy cannot be overstated. Causes of truancy and low school engagement are often found in the student's familial situation, especially in the younger grades. Therefore, the coordination of services helps families get the support necessary to overcome obstacles to regular attendance.

Successes

West Oakland Initiative improves student attendance rates by impacting students' feelings of efficacy and success at school providing tools for parents to support their scholars' education. Students who feel engaged and cared for at school are more likely to attend, and caregivers who feel respected and welcomed in schools are more likely to support the consistent attendance of their children. The 2020-21 OFCY Program Profile report for West Oakland Initiative reveals that our program scores came in consistently higher than the strategy averages of similar programs across the city of Oakland. For example: *Development and Mastery of Skills* - WOI - 87% compared to the strategy average of 84%; *Greater Connections With Adults* - WOI- 93% compared to the strategy average of 78%; *Increased Sense Of Belonging And Emotional Wellness* - WOI - 89% compared to the strategy average of 80%; and *Improved Goal Setting* - WOI - 89% compared to the strategy average of 74%. These data show the powerful, positive impacts of the program and reflect a true deepening of success and wellness at school, which are pivotal factors in increasing school attendance.

Strategies to Respond to the Unique Language/Community Needs of Students & Families

Respect, responsiveness, honesty, and communication are the keys to creating and adapting practices and services that are welcoming and culturally responsive. The integration of these values into our services has been critical to our success. Many Lincoln Families' staff have roots in West Oakland. We continually provide opportunities for staff to increase their knowledge and understanding of the various communities served, in order to become better allies to children, youth, families, service partners, and each other. Opportunities include actively training staff in modes of communication including the agreements of courageous conversations and an in-depth process of learning about traditional practices and beliefs of communities served, particularly African-American and Latinx families. We are committed to ensuring that our service providers have the necessary language skills to support families, as well as both the cultural humility and responsiveness needed to deliver effective programs.

By engaging families as true partners, we have shifted practices and approaches with African-American and Latinx participants. A profound history of systemic racism in schools has left many parents of color feeling unwelcome at school, or blamed for their student's challenges. Lincoln Families staff work hard to alter that trajectory. By hiring staff with shared life experiences and the ability to literally and figuratively speak the same language, trust can be gained. Through listening, sharing, and connecting with students and families, programming is tailored to meet the unique needs of each individual served using both strengths-based and trauma-informed approaches. Nothing is more important, however, than ensuring that staff are representative of the diverse communities served.

Lincoln Families actively pursues new approaches to recruitment and retention to attract and maintain a diverse mix of employees, and is proud to have increased staff of color to 71%.

Value Category 4: Ability to Deliver Proposed Solution and Reference

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Agency Contacts: Jessica Ekstrom, 510-851-5196

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Short History

Lincoln Families was founded in 1883 as the West Oakland Home by Oakland resident Rebecca McWade as a safe place for children to grow. Also known for many years as Lincoln Child Center, and now Lincoln Families, we have responded and adapted to the shifting needs of Alameda and Contra Costa County children and families – from foster care to day school and early childhood mental health to name a few. This year, Lincoln celebrates its 139th anniversary as a community anchor, providing educational engagement, family strengthening and well-being programs to help children succeed at home, in school, and in their community. Lincoln Families is a local nonprofit organization, with our headquarters in West Oakland, and two offices in Pittsburg that serve our Contra Costa programming. Lincoln Families is a mid-size non-profit organization with approximately 228 employees (89.5% full-time and 10.5% part-time), and a new and growing volunteer base.

Agency Summary and Viability

With a focus on school achievement, economic mobility, and community wellness, Lincoln Families provides a continuum of preventative, responsive, and intensive support services to improve outcomes for children and families. We are committed to creating systemic change to strengthen our work in schools and communities, to remove barriers to care, and to advance racial justice and equity. We are driven by our mission to *disrupt cycles of poverty and trauma, empowering children and families to build strong futures* in Alameda and Contra Costa counties. Lincoln Families' approach is simple: we provide children with support and services as early as possible and make programs available to them during their school years through high school graduation. These services go hand in hand with programming that engages families and communities to create sustaining impacts.

With a long-standing position of fiscal solvency and programmatic integrity, we have several performance-based contracts, all in good-standing, that include service benchmarks and reporting of budget expenditures. Our Board Finance Committee scrutinizes our financial health on a monthly basis, and the Audit Committee meets

quarterly and with our external auditors at least annually. We consistently receive clean audits, and adhere to Generally Accepted Accounting Principles in all policies and procedures, maintaining appropriate internal controls. For decades, we have managed large contracts with Alameda and Contra Costa Counties, meeting Federal, State and county requirements and documentation. Each contract is carefully reviewed and productivity levels regularly tracked through our database. We also manage contracts with 4 individual school districts, have mechanisms in place for monitoring multiple contracts, and the capacity to regularly report on all requirements.

Professional Qualifications

Our commitment to Oakland students, combined with our track record as a proven provider of trauma-informed and restorative mental health services has established us as a strong community anchor in behavioral health and school based services. Lincoln Families is a well-established agency uniquely fit with the qualifications to support improved attendance at OUSD's West Oakland schools. Our long-standing history in the community and in West Oakland has built a strong foundation of accessibility, reliability, effectiveness, and most importantly, dedication to each child and family served. Lincoln Families has established an organization-wide culture of using trauma informed approaches to services. Throughout all programming, even beyond mental health services, Lincoln Families' trauma informed approaches inform the way family navigators, clinicians, case managers, and all employees conduct their work. Lincoln Families employees take the individual background and situation of families into account, allowing them to form deeper ties and understanding. With more than 138 years in Oakland and headquarters in West Oakland, our range of programs and ability to tailor programs and services to meet families' needs, combined with our emphasis on collaboration and partnership are the primary characteristics that will contribute to success.

Additionally, Lincoln works with third-party external evaluators to review our programs, such as the Council on Accreditation (COA). Every four years, COA provides a thorough review of all of our programs and department policies and practices. They utilize an ever-evolving set of best practices and national standards related to the various services Lincoln provides. Lincoln was just re-accredited through this process in Fall 2020.

References

Reference 1:

Customer Name: Oakland Fund for Children and Youth

Contact Name: Kia Wallace

Title: Program Analyst II

Address: 150 Frank H. Ogawa Plaza Suite 4212 Oakland CA 94612

Phone Number: 510-238-6532

Email: kwallace@oaklandca.gov

Services Provided: Academic intervention program for elementary and middle school students

that included in-class supports, parent engagement and case management.

How satisfied were you with the services provided?

X Excellent Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 2:

Customer Name: OUSD- Martin Luther King Jr. Elementary School

Contact Name: Roma Groves-Waters

Title: Principal

Address: 960 10th Street Oakland CA

Phone Number: 510-874-3381(office) 510-684-6811 (cell)

Email: roma.groves@ousd.org

Services Provided: West Oakland Initiative. The Lincoln Families team supports families to succeed. We are glad to be working in partnership.

How satisfied were you with the services provided?

X Excellent Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 3:

Customer Name: Alameda County Behavioral Health

Contact Name: Lisa Carlisle M.Ed, MA

Title: Director, Child & Young Adult System of Care

Address: 2000 Embarcadero Cove, 4th Floor Oakland, CA 94606

Phone Number: 510-567-8171

Email: Lisa.Carlisle@acgov.org

Services Provided: Lincoln Families holds multiple contracts for mental and behavioral health services for children in Alameda County.

How satisfied were you with the services provided?

X Excellent Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

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):

Lincoln (Lincoln Families): 1266 14th Street Oakland, CA 94607. Point of Contact for Proposal: Jessica Ekstrom jessicaekstrom@lincolnfamilies.org 510-851-5196

2. Tel:510-273-4700 Website: www.lincolnfamilies.org
info@lincolnfamilies.org

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
Allison Staulcup Becwar, CEO	Oakland	510-273-4700 ext 4150
Dynell Garron, CBS Program Director	Oakland	510-421-0476
Bing Estrada, CFO	Oakland	510.273.4700 x4302
Ana Mejia, SBS Program Director	Oakland	510.273.4700, x4157
Crystal Smiley, HR Director	Oakland	510.273.4700 x4311

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
Ocie Parks, Program Manager	Oakland	510.407-0676
Dynell Garron, CBS Program Director	Oakland	510-421-0476
Quintina Barkus, Controller	Oakland	510-410-9900
Bing Estrada, CFO	Oakland	510.273.4700 x4302
Jessica Ekstrom, Grants	Oakland	510-851-5196

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.

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:

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:

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:

Exhibit B

References:

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

Reference 1:

Customer Name: Oakland Fund for Children and Youth

Contact Name: Kia Wallace

Title: Program Analyst II

Address: 150 Frank H. Ogawa Plaza Suite 4212 Oakland CA 94612

Phone Number: 510-238-6532

Email: kwallace@oaklandca.gov

Services Provided: Academic intervention program for elementary and middle school students that included in-class supports, parent engagement and case management.

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Yes

Reference 2:

Customer Name: OUSD- Martin Luther King Jr. Elementary School

Contact Name: Roma Groves-Waters

Title: Principal

Address: 960 10th Street Oakland CA

Phone Number: 510-874-3381(office) 510-684-6811 (cell)

Email: roma.groves@ousd.org

Services Provided: West Oakland Initiative. The Lincoln Families team supports families to succeed. We are glad to be working in partnership.

How satisfied were you with the services provided?

Excellent

Good

Average

Unsatisfactory

Was the project completed on time and within budget?

Yes

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Customer Name: Alameda County Behavioral Health

Contact Name: Lisa Carlisle M.Ed, MA

Title: Director, Child & Young Adult System of Care

Address: 2000 Embarcadero Cove, 4th Floor Oakland, CA 94606

Phone Number: 510-567-8171

Email: Lisa.Carlisle@acgov.org

Services Provided: Lincoln Families holds multiple contracts for mental and behavioral health services for children in Alameda County.

How satisfied were you with the services provided?

Excellent

Good

Average

Unsatisfactory

Was the project completed on time and within budget?

Yes

Exhibit C
Proposal Price Form

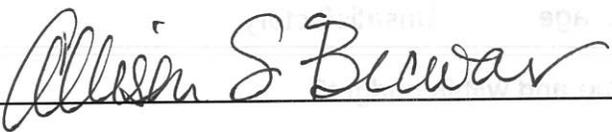
Service Description:

Annual Pricing:

Please see budget.

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature 

Print Name: Allison Staulcup Becwar

Title: President and CEO

Company Name: Lincoln (Lincoln Families)

Print Name: Allison Staulcup Becwar

Date: 11/4/2021

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:

Allison S Becwar

Date:

11/4/2021

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Lincoln 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 fourth day of November [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By Allison S Becwar
(Signature)

Allison Staulcup Becwar
Typed or Printed Name

President and CEO
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: Lincoln

By Allison Staulcup Becwar

Signature of Authorized Signer *Allison S Becwar*

Title of Signor President and CEO

By *Allison S Becwar*

Signature of Authorized Signor

President and CEO

Title of Signor

EXHIBIT 6

(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.

(c) For any county, city and county, municipal corporation, public utility, public agency or any political subdivision of the state, including each member of a pooling management 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 payable to any 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, 1972, 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 filed and approved in the same manner as Section 1860.

I am aware of the provisions of Section 1860 of the Labor Code and I agree to be insured against liability for workers' compensation claims to be paid by me or my contractor with the Division of Industrial Relations and I will comply with the applicable provisions of the Labor Code and I will comply with the applicable provisions of the Labor Code and I will comply with the applicable provisions of the Labor Code.

Signature of Contractor

Signature of Authorized Officer or Agent

Date

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I Allison Staulcup Becwar, acknowledge and certify as follows: (Name of Contractor) Lincoln

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 Oakland, California, on 11/4 / 2021

Allison Staulcup Becwar

1266 14th Street Oakland, CA 94607

Typed or Printed Name

Address

President and CEO

510-273-4700 ext 4150

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

EXHIBIT I

NON-COLLUSION DECLARATION

I, Allison Staulcup Becwar, 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.

11/4/2021

Date

Lincoln

Name of Vendor

Allison Staulcup Becwar

Printed Name of Authorized Company Representative

Allison S. Becwar

Signature of Authorized Company Representative

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.

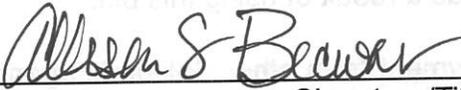
<u>11/4/2021</u>	<u></u>	<u>President and CEO</u>	<u>Allison Staulcup Becwar</u>
Date	Signature/Title		Type or Print Name
<u>Lincoln</u>	<u>1266 14th Street</u>		<u>Oakland, CA</u>
Name of Company	Address		City and State
<u>510</u>	<u>273-4700 ext 4150</u>		<u>510-531-0258</u>
Area Code	Telephone #		Fax #
<u>94-1156501</u>			
Federal Tax ID Number			

EXHIBIT L

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. (RFP) 21-111CSSS,
Lincoln ("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 [02/12/2020] 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 Allison Staulcup Becwar (name of bidder's officer),
President and CEO (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 14days 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 :

Allison Staulcup Becwar  Date: 11/4/2021
Name of Proposer's Signee

President and CEO
Title of Proposer's Signee

