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Board Cover Memorandum

To Board of Education

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

Meeting Date May 24, 2023

Subject Services Agreement with Lincoln

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

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

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

Not-To-Exceed Amount \$51,307.20

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

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

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

Funding Source(s) *Resource 3225 – Elementary and Secondary School Emergency Relief (ESSER) III grant in the amount of \$51,307.20.*

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

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

Attachment(s)

- Service Agreement with Lincoln
- Summer Program Plan
- Summer Budget
- RFP #22-129CSSS and Vendor Bid Materials

SERVICES AGREEMENT 2022-2023

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

The PARTIES hereby agree as follows:

1. **Term.**

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

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

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

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

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

3. **Alignment and Evaluation.**

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

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

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

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

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

- a. The compensation under this Agreement shall not exceed:
\$51,307.20

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

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

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

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

are provided in-person or not.

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

11. **Termination and Suspension.**

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

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

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

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

OUSD

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

VENDOR

Name: Allison Becwar
Title: President & CEO
Address: 1266 14th Street
City, ST Zip: Oakland, CA 94607
Phone: 510-867-0944
Email: allisonbecwar@lincolnfamilies.org

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

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

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

14. Qualifications and Training.

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

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

16. **Insurance.**

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

17. **Testing and Screening.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **Conflict of Interest.**

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

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

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

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

28. **Indemnification.**

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

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

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

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

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

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

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

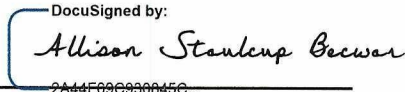
- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the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

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

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

VENDOR

Name: Allison Becwar

Signature:  2A44F09C930045C...

Position: President & CEO

Date: 4/26/2023

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

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: Mike Hutchinson

Signature: 

Position: President, Board of Education
X Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Date: 5/25/2023

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 5/25/2023

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.*

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

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

No, services would not be able to continue.

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

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

Services would be delivered remotely.

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

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

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

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

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

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

Performance/Deliverable Payments: Describe the performance

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

Click or tap here to enter text.

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

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

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

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

Click or tap here to enter text.

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

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

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

Vendor will assess needs of individual students and adapt

programming with reasonable accommodations as needed.

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

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

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

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

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

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

OUSD Expanded Learning Program Full Document - 2023

Section 1: Summer Program Snapshot							
Campus Site:	📍 West Oakland Middle School	Summer Principal:	📍 Summer Leader Name	What model are you supporting?	📍 Independent	Grades Served:	📍 Grades Served
Lead Agency Name:	📍 Lincoln Families	Site Coordinator:	📍 Summer Site Coordinator Name	Target Summer (ADA) Average Daily Attendance:	📍 60	Student Start Date	📍 6/12/2023
Official Summer Learning Name	📍 Official Summer Learning Program Name					Student End Date	📍 7/21/2023

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

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

Section 4: Summer Program Recruitment and Retention Strategies and Timeline

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

We plan to send out the OFS Parent Newsletter via email in early April to promote enrollment for end of April first week of April. In addition to email communication we will promote via social media as well as recruit with in some of our current partner schools. Through our various out of the box and engaging community building activities (harambee circles, fieldtrips, silly science) we anticipate scholars will maintain active participation. In the event scholars miss the two days, a courtesy phone call will go out to the family. After three consecutive days and no communication from the family, the scholar will be removed from the program and enroll a scholar that is on the waitlist.

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

The date of my parent orientation is:

June 9, 2023 at 6:00pm via Zoom

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

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

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

Must pass fingerprint background clearance by DOJ and FBI

Must have TB clearance

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

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

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

The Summer Site Coordinator and summer program staff should be hired **no later than May 4th**

Site coordinator	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Keir Abrams			
Line Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Torriea Ashford			
Venus Morris			
Marqueshia Wilkerson			
Ahliyah Cato			

Section 6: Facilities

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

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

Indoors (specify room numbers and spaces name)

Outdoors

Room Number & Name of Space	# of students	Hours to be used		Room Number & Name of Space	# of students	Hours to be used
unknown	10	9.5				
unknown	10	9.5				
unknown	10	9.5				
unknown	10	9.5				
unknown	10	9.5				
unknown	10	9.5				
unknown		9.5				

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

West Oakland Middle- 991 14th Street Oakland Ca 94607

Section 7: Distance Learning Addendum	
In the event schools must close for in-person instruction, describe how the program will adjust the curriculum to accommodate distance learning.	In the event program must close down, we will adjust program curriculum to our Zoom platform to provide live ICR (integrated reading curriculum) sessions by level as well as fun hands on enrichment activities.
Describe how the program will engage students virtually if in-person instruction is halted.	Each staff member on the team will be trained on how to engage scholars in both an in-person and virtual setting. In the event we have to move to a virtual model, Oakland Freedom School will use interactive tools such as google classroom to better engage scholars.
Does the agency have the capacity to enroll students online?	Yes, during the enrollment process families will be able to go directly to our site to register for summer programming.
How would the program recruit students with the shelter in place requirement?	In the event we are sheltered in place we will continue our recruitment through our parent email chain, social media and current community school partners.

Signature of Summer Lead Agency Director	<p>DocuSigned by: <i>Allison Stanek Brewer</i> 4/26/2023</p> <p>2A44F69C930845C...</p>
Signature of Summer Hub Site Principal	<p>DocuSigned by: <i>Julie McAlmont</i> 4/26/2023</p> <p>393F68892CE0405...</p>

SUMMER 2023 BUDGET PLANNING SPREADSHEET

Site Name: West Oakland Middle School Site #: 204 Lead Agency Lincoln Families # Of Summer Students 60 # Of Summer Program Days 28 Total Summer Funds 51307.19922		Summer Funds for Lead Agency Lead Agency In-Kind Contributions	
TOTAL CONTRACTED FUNDS			
BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer	1,200.00	
4310	Curriculum	840.00	
5829	Field Trips (fees, supplies)	11,743.00	
	Bus tickets for students	1,000.00	
	Rental bus for field trips		
	Snacks		
	Incentives		
	Family Night Supplies		
TOTAL BOOKS AND SUPPLIES		14,783.00	0.00
CONTRACTED SERVICES			
5825	Site Coordinator (list here if CBO staff)	23,920.00	
5825	Academic Instructors (# of staff X total hours X hourly rate,		
5825			
5825	STEM Instructors (# of staff X total hours X hourly rate,		
5825	Contracted OUSD Summer Teachers		
5825			
5825	Professional Development	882.69	
5825	Employee benefits	6,817.20	
		240.00	
Total Services		31,859.89	0.00
IN-KIND DIRECT SERVICES			

Total value of in-kind direct services

0.00

0.00

SUBTOTALS

Subtotals DIRECT SERVICE

46,642.89

0.00

Allowable lead agency admin costs (at 4% of contracted

4,664.29

TOTALS

Total BUDGETED

51,307.18

BALANCE remaining to allocate

0.02

Required Signatures for Budget Approval:

Principal:

DocuSigned by:
Julie McAlmont
393F68692CE0405...

4/26/2023

Lead Agency:

DocuSigned by:
Allison Standen Brewer
2A44F68C930845C...

4/26/2023



Administrative Offices

1266 14th Street
Oakland, CA 94607-2205

P. 510.273.4700
F. 510.530.8083

LincolnFamilies.org

STATEMENT OF QUALIFICATIONS

- Lincoln Families is a well-established agency uniquely and unequivocally fit to serve Oakland children and youth, bringing extensive experience operating, managing, and overseeing the delivery of services to the proposed populations. Since 1997, our school-based programs have been providing mental health and case management supports in Oakland schools. Our long history in the community has built a strong reputation of accessibility, reliability, effectiveness, and most importantly, dedication to each child and family served. With headquarters in West Oakland and a Family Resource Center on the Highland Elementary campus in East Oakland, we have had extensive experience with both communities via our collaborative partnership with the Oakland Unified School District. Operating in more than 20 OUSD schools and Child Development Centers, our school-based programs are a valued part of these communities.
- Children and families served represent the diversity of the East Bay: 37% identify as Latinx, 34% African-American, 9% Caucasian, 5% Asian/Pacific Islander, 2% Middle Eastern, 1% Native American, and 12% identify as either multi-racial or of another non-white ethnicity/race. We have effectively staffed to meet the cultural and linguistic needs of the families served. Ninety-five percent come from households that meet requirements for the Free- and Reduced- Priced Meals Program. We provide services in some of the most under resourced communities in California and students are navigating trauma saturated environments due to the multiple stressors of systemic racism and oppression.
- Fiscal oversight of the agency is the responsibility of the Board of Directors and Allison Staulcup Becwar, Chief Executive Officer. Two Board Committees work closely with the CFO and the CEO in providing such oversight: Audit and Finance. We adhere to Generally Accepted Accounting Principles (GAAP) in all policies and procedures, and maintain appropriate internal controls to ensure accurate financial records and expenditures.
- Lincoln is led by an eight-member senior management team consisting of CEO Allison Staulcup Becwar, and the leads of key organizational departments, including school- and community-based programs, clinical care, finance, development/marketing, human resources, and operations. Lincoln's Senior Management Team is made up of 100% women leaders, with 50% women of color. The team defines strategic direction, collaborates to shape organization-wide decisions, and shares responsibility for the organization's results. An Employee Equity Committee (EEC) and a Manager Equity Team (MET) advise the Senior Management Team, and holds the agency accountable for actualizing racial equity, fostering intersectional mindfulness, and prioritizing the needs of families and direct service staff in organizational planning and decision making.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

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

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

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: Stacey Okimoto PHONE (A/C. No. Ext): 925-934-8500 E-MAIL ADDRESS: StaceyO@heffins.com		FAX (A/C. No): 925-934-8278
	INSURER(S) AFFORDING COVERAGE		
INSURED Lincoln 1266 14th Street Oakland, CA 94607	LINCCHI-02	INSURER A : Nonprofits Insurance Alliance of California NAIC # 1184	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1480428251

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		202210668	2/15/2022	2/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202210668	2/15/2022	2/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202210668UMB	2/15/2022	2/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SOCIAL SERVICE PROFESSIONAL LIAB			202210668	2/15/2022	2/15/2023	EVENT/AGGREGATE \$1M / \$3M
A	IMPROPER SEXUAL CONDUCT			202210668	2/15/2022	2/15/2023	OCCUR/AGGREGATE \$1M / \$3M

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

Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Attn: Risk Management
 1000 Broadway, Ste. 440
 Oakland, CA 94607

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Oakland Unified School District, Attn - Risk Management, 1000 Broadway, Suite 440, Oakland, CA 94607

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

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

However:

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

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

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

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

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



August 18, 2022

RE: Employee Clearance Certification

The purpose of this letter is to certify that it is the policy and practice of Lincoln to require all employees to complete fingerprint clearance through the Department of Justice and FBI before they are authorized to work. In addition, initial TB clearance is required and must be maintained.

As requested, Lincoln will include ATI Numbers (from fingerprinting) on all invoices submitted to OUSD and proof of fingerprint and TB clearance will be made available to OUSD.

If you need further information, please email me directly or call the Human Resources department at 510.273.4700.

Sincerely,

CA Smiley

Crystal Smiley, SPHR, SHRM-SCP
Human Resources Director
crystalsmiley@lincolnfamilies.org



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

* Submit proposals and all questions/inquiries to:

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

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

**Proposals Due:
December 9, 2022**

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

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Submission Deadline & Process:

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

Provider to submit:

*** Email Proposal to procurement@ousd.org

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

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

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

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

B. RFP Schedule of Events

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

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

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.

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

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

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

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

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

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

C. Required Supporting Documentation

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

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

D. Introduction and Overview

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

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

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

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

Goals of Summer Learning Programs:

Rich learning experiences and knowledge development that incorporates:

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

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

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

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

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

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

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

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

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

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

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

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

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

Intersession-

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

terms sometimes utilized for brief concentrated courses.

E. Funding

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

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

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

F. Summer Learning/Intersession Program Operation:

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

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

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

Below is an outline of operational requirements.

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

G. Base-line Expanded Learning Program Requirements

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

Interested organizations must:

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

PROGRAM EXPECTATIONS

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

Program Days and Hours of Operation

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

OUSD Required Summer Program Components

Every student in the summer program must receive:

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

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

STAFFING EXPECTATIONS

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

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

SUMMER/INTERSESSION DELIVERABLES

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

Attendance

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

Program Close Out

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

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

H. Staffing

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

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

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

I. Enrollment, Attendance, and Evaluation Documentation

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

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

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

J. Contract and Payments

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

K. Guidelines for Charging Fees

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

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

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

L. RFP Process

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

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

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

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

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

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

M. Minimum Proposals

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

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

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

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

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

N. Application Submission Contents

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

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

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

O. Application Submission Details

FORMAT

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

RECEIPT OF PROPOSAL PACKAGES:

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

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

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

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

Local Business Program

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

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

P. Evaluation and Selection

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

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

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

The District reserves the right without limitation to:

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

Evaluation Rubric

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

Q. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

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

Change Notices

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

Failure to Object to Errors and Omissions in Application

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

Financial Responsibility

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

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

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

Reservations of Rights by the District

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

- Reject any or all applications;

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

No Waiver

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

R. Standard Contract Provisions

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

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application (Template)

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

Cover Sheet Template:

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

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

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

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

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

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

On behalf of _____ (Agency), I, _____ (name)

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

Signature: _____

Date: _____

APPENDIX II: Application Questions

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

1. ORGANIZATIONAL CAPACITY (2 pages double space)

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

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

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

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

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

Your budget must detail:

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

3. AGENCY INFRASTRUCTURE (2 Pages)

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

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

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

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

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

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

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

APPENDIX III. Instructions for RFP Application

Submission:

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

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

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

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

Required Supporting Documentation Instructions:

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

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

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

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

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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

Facilities

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

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

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

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

Signature	
Date	
Name and Title of Signatory	
Name of Organization	

APPENDIX V: SAMPLE OF OUSD SERVICES AGREEMENT

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

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

The parties hereby agree as follows:

1. Term.

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

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

2. Services.

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

3. Alignment and Evaluation.

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

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

4. Inspection and Approval.

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

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

5. Data and Information Requests.

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

6. Confidentiality and Data Privacy.

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

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

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

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

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

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

7. Copyright/Trademark/Patent/Ownership.

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

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

8. Compensation.

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

a. The compensation under this Agreement shall not exceed:

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

12. Legal Notices.

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

OUSD

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

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 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.

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

VENDOR

Name: _____

Signature: _____

Position: _____ Date: _____

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

OUSD

Name: _____

Signature: _____

Position: _____ Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: _____

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

Sample Contract - Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposer/ Vendor Forms Checklist to Complete

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

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

Exhibit A
Standard Form Response:

A. GENERAL INFORMATION

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

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 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

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

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

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

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

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

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

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

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

LIABILITY

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

TERMINATION

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

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

GENERAL UNDERSTANDING

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

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

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

Proposer :

Name of Proposer's Signee

Date: _____

Title of Proposer's Signee

APPENDIX VI: Appeals Process for Applicants

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

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

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

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

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

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

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application (Template)

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

Cover Sheet Template:

Organization Name	Lincoln (aka Lincoln Families)		
Primary Contact Person:	Jessica Ekstrom	Secondary Contact Person:	Kirsten Melton
Email:	jessicaekstrom@lincolnfamilies.org	Email:	kirstenmelton@lincolnfamilies.org
Telephone #:	510-851-5196	Telephone #:	925-785-8602

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:	<input checked="" type="checkbox"/>	Yes
We have provided OFS since 2012 in OUSD	<input type="checkbox"/>	No
Are you a currently approved OUSD community partner ? If yes, please list the sites that you provided programming in OUSD schools: Allendale, Fruitvale, Grass Valley, KDA, Highland Academy, Hoover, Laurel, La Escuelita, McClymonds, MetWest, MLK, OAK, Oakland High, Oakland Tech, Prescott, Sankofa Academy, Skyline High, WOMS	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served:	<input checked="" type="checkbox"/>	Yes
We provide HOPE summer program in Pittsburg Unified and Antioch Unified	<input type="checkbox"/>	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)	<input checked="" type="checkbox"/>	yes
Elementary/Middle (TK-8)	<input checked="" type="checkbox"/>	yes
Middle (6-8)	<input checked="" type="checkbox"/>	yes
High School (9-12)	<input type="checkbox"/>	yes
Alternative/Continuation High School	<input type="checkbox"/>	yes

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

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

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

Oakland Freedom School proposes to provide 6 weeks of 9 hour/day summer programming at 2 OUSD school sites. Each site will serve 60 scholars with 1:10 ratio. We will provide 28 days of programming, accounting for the Juneteenth and 4th of July holidays.

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

Oakland Freedom Schools provides summer programming to one West Oakland site and one East Oakland site. We focus on the areas of Oakland most impacted by poverty and trauma, and focus on serving low income scholars of color, with a majority of African-American students. We need access to 7 classrooms, cafeteria, bathrooms, yard/playground. We bring our own equipment for programming.

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

Signature: Allison Becwar Date: 12/5/22

Lincoln Families Bid Submission – RFP 22-129CSSS

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Supporting Documents (as listed on pg. 30 of RFP)	019
Sample Schedule, Organizational Chart, Bank Statements, 990 Tax Form, Job Descriptions (Site Coordinator and SLI), Letter of Agreement, Letters of Reference, IRS Letter, Monitoring Report, Statement of Qualifications, Commercial Liability Insurance, Agency Letter, Signed Amendment	
Boilerplate Checklist	097
Sample Program Schedule and Summary	0100

RFP Submission by: Lincoln Families
Contact: Jessica Ekstrom, jessicaekstrom@lincolnfamilies.org, 510.851.5196



11/29/2022

Agency Letter of Agreement for OUSD RFP 22-129CSSS

To whom It may concern:

Please accept this Agency Letter of Agreement for RFP 22-129CSSS. **Lincoln Families is willing and able to perform the commitments contained in this RFP application, including, but not limited to, the following listed items:**

1. All Lincoln Families agency employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandated reporting.
2. ATI Numbers will appear on all invoices submitted to OUSD.
3. Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.
4. All staff related to this RFP proposal will meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate).
5. All designated staff supporting the intersession model will have first-aid, concussion, and be CPR certified.

Our proposed program, Oakland Freedom Schools is an Independent Model summer program, and will meet all requirements of the Independent Model.

Please contact me with any questions,

Allison Staulcup Becwar, President and CEO
Lincoln Families
126614th Street
Oakland, CA 94607
allisonbecwar@lincolnfamilies.org

1. ORGANIZATIONAL CAPACITY

Lincoln Families' mission, *to disrupt cycles of poverty and trauma, empowering children and families to build strong futures*, directly aligns with OUSD's mission and vision. Our deep roots in the community and extensive experience offering programs in Oakland schools for over 20 years makes us uniquely qualified to serve OUSD's diverse student population. The majority of children and families Lincoln Families (Lincoln) serves have been exposed to trauma-saturated environments, and research has demonstrated that the effects of such exposure can impact future well-being and success. Thus, all of our programs employ a trauma informed approach in an attempt to disrupt negative impacts and associated toxic stress. By also employing a whole child approach, we support young people in achieving both academic success and social emotional wellness.

Lincoln's experience serving Oakland's low income youth of color spans our 12 distinct mental health and family programs, providing school and community based services to help children heal from trauma and thrive. Lincoln's proposed **Independent Model** summer program, Oakland Freedom School (OFS), has served East and West Oakland youth of color since 2012, with powerful results. More than half of summer participants (scholars) return each year, and the program often has a waiting list. On average, OFS scholars experience a one year increase in literacy skills in just 6 weeks.

The OFS summer program celebrates African traditions while supporting (primarily) African-American students in developing literacy skills, leadership skills, as well as cultural pride and confidence. In a continued effort to combat the opportunity gap that is rooted in systemic racism and inequitable practices in education, OFS employs a

cultural-and-strengths-based approach to literacy development to prevent the summer learning loss that is most experienced by marginalized students of color.

Students of color, and in particular, African American students, disproportionately experience summer learning loss. 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 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, we are committed to hiring staff with roots in Oakland - who have shared life experiences and understand what makes each community unique.

Lincoln believes that strong, collaborative partnerships between school staff and our teams are essential to meeting students' needs around engagement, academics, and overall wellness. We cannot underscore how critical this collaboration is to the success of each student. Lincoln cultivates relationships with school and district staff that leverages every person's expertise and functions on the team. Students thrive when all the adults in their lives work in concert towards their goals, including families, teachers, coaches, attendance staff, and school administrators.

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT

Using our organization's budget and 990s, our OFS budget reflects the cost of running a high-quality expanded learning program at 2 sites and a staffing ratio of 1:10.

Our requested amount of \$102,614 in funding from 21st CCLC reflects costs of \$30.54/child/day (120 students for 28 days, 40 - 45 hours/week). Budget detail includes:

CONTRACTED SERVICES \$268,376 (\$55,494 from 21st CCLC)

- Program Manager: Ocie Parks (416 hrs x \$43 per hour) \$17,888 all from OFCY
- Site Coordinators: 2 staff x 624 hrs @\$25.42; \$31,728 all from OFCY
- Academic Instructors/Admin Support: 1 staff x 624 total hours x \$25.42 hourly rate; \$15,864 all from OFCY
- Enrichment Facilitators/SLIs: 12 staff x 624 total hours x \$23 hourly rate; \$147,200 (**\$47,840 / 4 staff from 21st CCLC**)
- Employee Benefits \$43,196 (**\$7,654 from 21st CCLC**)
- Consultant, Innovation Bridge: \$12,500 all from OFCY

BOOKS AND SUPPLIES \$77,054 (\$43,173 from 21st CCLC)

Supplies: \$2,480 all from OFCY

Curriculum: \$45,600 (**\$26,600 from 21st CCLC**)

Field Trips: \$9,374 (**\$5,477 from 21st CCLC**)

Rental Bus for Field Trips: \$8,400 (**\$4,800 from 21st CCLC**)

Snacks: \$11,200 (**\$6,296 from 21st CCLC**)

Funding for the remaining \$271,439 in expenses has been secured and committed to the OFS program for 2023. These funds include \$106,439/year from Lincoln, \$150,000 in OFCY grant funds, and \$15,000 from foundation grants. Lincoln pays 100 percent of the President and CEO's salary and provides clinical support for staff in managing their capacity to process and support the emotional and environmental challenges of OFS youth. We also leverage our full-time financial department to support management of

funds and accounting of expenses. In addition to the 21st Century funding, OUSD provides in-kind support for use of the two school sites. An endowment of unrestricted funds, valued at \$1.5 million in January 2022, combined with annual fundraising activities provides strong financial sustainability. Endowment earnings support general operations, capital maintenance, and programs and are often utilized as a cash match to ensure program sustainability.

Lincoln also has a strong record of fiscal responsibility and accountability, and a healthy operating reserve to ensure our long-term sustainability. With decades of experience maintaining expenditure reporting and payroll processes as an Alameda County-contracted service provider since 1997, we have deep capacity for ensuring compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes. Lincoln has received clean audits for the last 10 fiscal years, and we recently underwent a full organizational review by the National Council of Accreditation, obtaining accreditation with no correction plan. Lincoln's Board Finance Committee scrutinizes the financial health of the organization on a monthly basis, and the Audit Committee meets biannually and with our external auditors at least annually. Lincoln accounts for its funds on an accrual basis in accordance with generally accepted accounting principles (GAAP).

3. AGENCY INFRASTRUCTURE

As depicted in the attached Organizational Chart, the OFS team sits within the Community-Based Services department of Lincoln. Senior leader, Dynell Garron, Community-Based Services Director, oversees the OFS Program Manager, ensuring CDE and OUSD compliance. Program Manager Ocie Parks oversees summer program

design, staffing, and supervision of the OFS team. Parks dedicates her time during the school year to Lincoln's West Oakland Initiative (WOI) program, focused on SEL and academic engagement. In the summer, Parks and her staff shift focus to OFS summer programming. Many students in WOI also attend OFS in summer, making staff continuity an added benefit for OFS scholars.

As an agency with substantial infrastructure and 140 years of experience in service delivery in Oakland, we have robust systems in place to ensure compliance with OUSD and CDE guidelines. Newly hired staff must submit all required proof of met requirements before they begin to work, with ongoing compliance management by a team of HR professionals. All OFS staff meet the OUSD Instructional Aid requirements, as well as our own internal training requirements, detailed below in question 4. Staff to student ratios are 1:10. Consistent attendance is required for OFS enrollment, and scholars easily achieve 85% documented attendance. We are very proud of OFS' effective word of mouth enrollment outreach, and with such high interest in the program, we are able to make it clear to families that daily, on-time attendance and parent participation are paramount to the OFS model.

Lincoln uses an intergenerational leadership model, largely employing college students and recent graduates with a 1:10 adult to child ratio. The OFS staff team shares lived experiences with our scholars and care deeply about the community they serve and outcomes for the next generation. The OFS Program Manager is supported by two Site Coordinators (SCs), one at each site, and 12 Servant Leader Interns (SLIs); Six SLIs at each of the two sites. SCs are responsible for overseeing daily operations, supervising SLIs and hosting parent workshops. The SCs are required to have completed at least two

years of college and have at least three years experience working with youth. We are proud to maintain a 100% BIPOC OFS team.

All of Lincoln's school-based programs are built on a strong foundation of collaborative partnership, with which Lincoln has deep and longstanding experiences in developing and sustaining. We know that the accomplishments and success of each student is built on a successful partnership with school administrators and district staff, which we take very seriously. With 25 years of providing school-based services, Lincoln has gained a wealth of knowledge regarding how best to cultivate and nurture these critically important relationships. The Program Manager and 2 SCs (one at each site) will work closely with the OUSD expanded learning team, and will maintain active collaboration with the school site leadership at each summer site we serve. As reflected in our enclosed letters of reference, OFS staff build exemplary partnerships with OUSD staff during the summer sessions.

4. YOUTH DEVELOPMENT EXPERTISE AND DISTRICT ALIGNMENT

Our coordinated youth development strategies support summer learning to prevent learning loss and promote joyous, experiential learning that isn't defined by the stress of grades. OFS scholars feel cared for and seen by supportive staff, leading to increased fulfillment and success in learning (see attached OFCY Program Profiles). OFS staff (many of whom are college students from similar backgrounds) are deeply invested in not only the learning, but also the social emotional growth and unique talents of OFS scholars. OFS provides children who are most vulnerable to the impacts of systemic racism in schools an opportunity to enjoy trusting relationships with adults while staying active, making new friends, and achieving powerful literacy gains.

Noteworthy successes are in strengthening scholars' below grade level literacy skills, preventing summer learning loss, increasing learning gains, providing enriching educational and recreational activities/experiences, promoting peer connection and increasing parent education to support students' engagement in school. The program's long-term successes include decreasing the academic opportunity gap, so that youth in Oakland's underserved communities of color succeed in school; fostering positive cultural and racial self-concept, in order to build long-term resilience and confidence; and strengthening scholars' positive social and leadership skills. The attached monitoring report depicts many positive impacts on Oakland's youth.

A scholar successfully completing our six week program will experience gains in our intended outcomes and impact areas:

- Increased caring relationships with peers and caring adults
- Expanded access to literacy, arts, technology, and other enrichment activities
- Demonstrated increases in instructional reading levels resulting in improved academic achievement
- Increased leadership skills
- Increased community connectedness

Further, OFS services support the CDE's quality standards in myriad ways, with the following specific examples:

*Skill Building: As mentioned, OFS is designed to support youth in retaining and growing literacy skills and knowledge. The daily Integrated Reading Curriculum is carefully curated to be interesting to young, African American scholars with guided reading activities that

include skits, talk shows, interviews, and summaries. Developing a love of reading is central to the OFS approach.

*Healthy Choices and Behaviors/Active and Engaged Learning: Scholars enjoy up to 90 minutes of individual and group physical activities every day, including African dance, basketball, volleyball, track and field and jump rope. Other enrichment opportunities include STEAM activities, creative writing, and civic engagement, circus arts, and cosmetology.

*Safe and Supportive Environment/Quality Staff: The daily Harambee (Swahili for “all pull together”) circle models for scholars the meaningful act of publicly appreciating others and being appreciated. OFS staff engage with scholars and families to build trusting relationships defined by respect and shared, intentional goals for each scholar.

Each year, members of the OFS staff team attend a weeklong training led by the Children’s Defense Fund to teach the history of the Freedom School movement, the program model, and youth engagement strategies. This extraordinary training fosters social action and cultural pride while connecting OFS staff with other educational activists from around the country (and world) who share the same commitment to civil rights and educational equity. The training also covers program logistics such as curriculum development and delivery, youth development best practices, enrollment and daily site operations, conflict resolution, emergency preparedness, and evaluation and data collection.

In-house, Lincoln's newly hired employees attend a comprehensive training that includes gaining a deeper understanding of ethnic, cultural, socioeconomic backgrounds, abilities, sexual orientations and gender identities of the youth and families we serve. All

staff are trained to be aware of and practice respect and cultural humility with their clients. Throughout Lincoln's meetings and supervisions, each direct service staff is asked to question and challenge conscious and unconscious racial, cultural and socio-economic biases that may impact their relationships with youth and families.

Staff are further supported and program adjustments are made as a result of daily debriefs with all OFS staff and Ms. Parks' weekly meetings with Site Coordinators. SLI mentoring is provided by Site Coordinators as they are college-age students themselves. SLIs selected to teach in OFS have a strong commitment to social action, have experience working with youth, and many are aspiring teachers.

In order to determine the success of our programmatic goals, Lincoln will utilize several metrics: each year, Lincoln conducts a program evaluation to measure outcome objectives, as well as a pre and post BRI (Basic Reading Inventory) assessment to determine literacy growth. Innovation Bridge, a third-party consultant, in collaboration with OFS site staff, analyzes program and student data, including pre and post-parent/student/staff surveys and staff debriefs, to produce a final impact report used to guide program refinements. Additionally, we also receive OFCY Program Profiles each summer which gather important information about program impact.

To monitor program success, we track goals agency-wide each year and are constantly gathering data and reviewing results to ensure that youth and families stay on track toward our ultimate goals of educational engagement, family strengthening, and positive youth outlook and future readiness. Our Continuous Quality Improvement (CQI) process requires that we establish internal metrics for program excellence which typically include a metric for meeting contract targets, recruitment goals, and client

satisfaction standards. CQIs are reported and reviewed each quarter by the program staff, Evaluation Department, senior management, and the Board of Directors' Program Committee.

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2023

Site Name:		21st CCLC Grant Funds for Lead Agency	OFCY Grants/ Foundation/Lincoln Funded Lead Agency In-Kind Contributions
Site #:	2 Sites - TBD		
Lead Agency	Lincoln Families		
# of summer students	120		
# of summer program days	28		
Total 21st CCLC Grant Funds	\$102,614		
TOTAL CONTRACTED FUNDS		\$102,614	\$0

BOOKS AND SUPPLIES

4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$0	\$2,480
4310	Curriculum	\$26,600	\$19,000
5829	Field Trips (fees, supplies)	\$5,477	\$3,897
	Bus tickets for students		
	Rental bus for field trips	\$4,800	\$3,600
	Snacks	\$6,296	\$4,904
	Incentives		
	Family Night supplies		

	Total books and supplies	\$43,173	\$33,881
CONTRACTED SERVICES			
5825	Site Coordinators -(2 staff X 624 hrs @ \$25.42 /hr, including prep and training time)		\$31,728
5825	Academic Instructors (Admin Support) - (1 staff X 624 total hours X \$25.42 hourly rate, including prep and training time)		\$15,864
5825	Enrichment Facilitators (SLT) - 4 staff funded by OUSD(12 staff X 6240 total hours X \$23 hourly rate, including prep and training time)	\$47,840	\$99,360
5825	Employee benefits	\$7,654	\$35,542
5825	Program Manager (416 hrs x \$43 per hour)		\$17,888
5825	Consultant -Innovation Bridge		\$12,500
5825			
	Total services	\$55,494	\$212,882
IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services		\$0
SUBTOTALS			
	Subtotals DIRECT SERVICE	\$98,667	\$246,763
	Allowable lead agency admin (at 4% of contracted funds or less)	\$3,947	\$24,676
TOTALS			
	Total budgeted per column	\$102,614	\$271,439
	BALANCE remaining to allocate	\$0	

Required Signatures for Budget Approval:

Lead Agency:	<i>Allison S Brewer, LCSW</i>	Date:	12/8/22
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Notes:

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

Supporting Documents: Start

Oakland Freedom School 2022

Program Schedule



Program June 13th- July 22nd

Dates/Times 8:00am-5:00pm

I can make a Difference

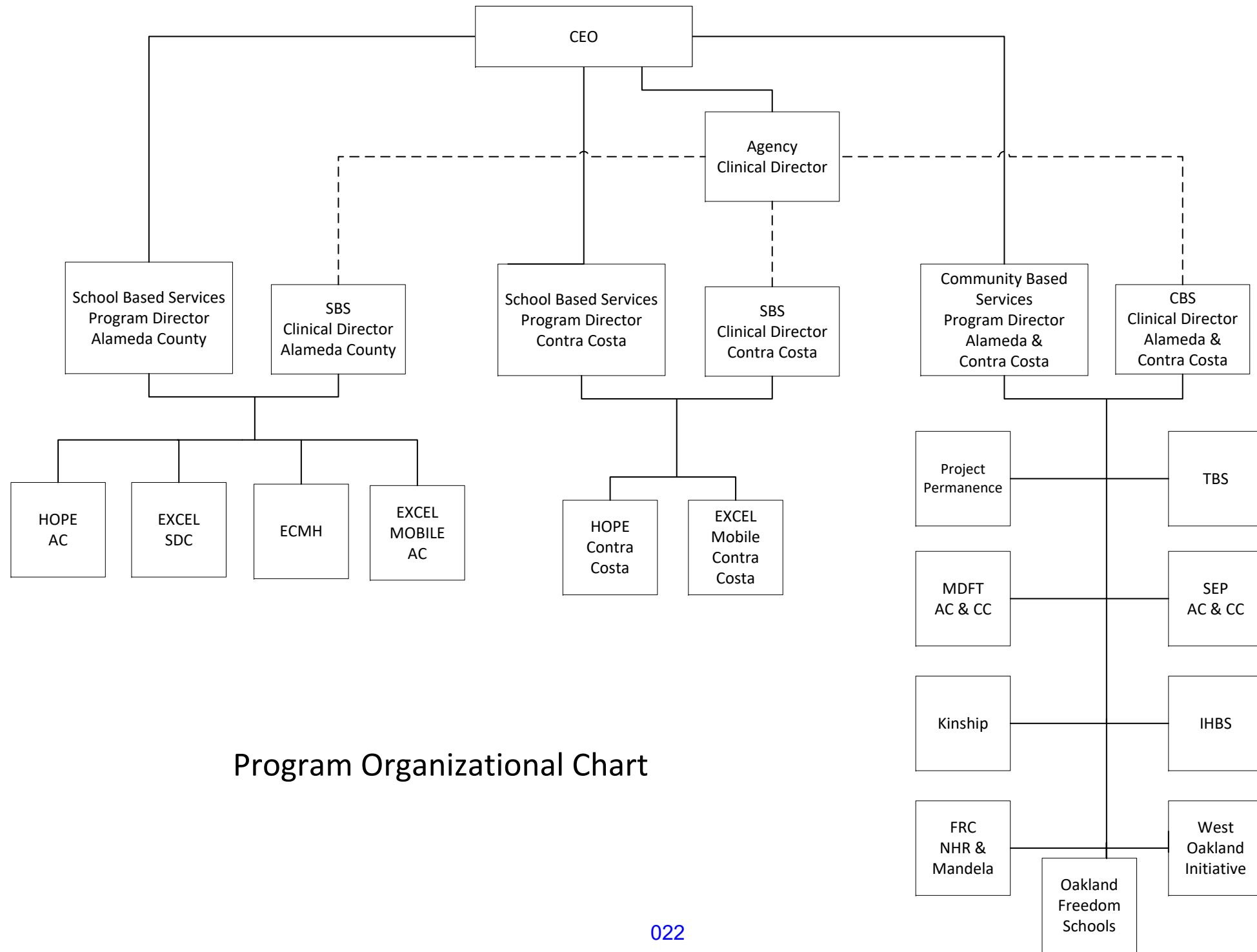
<i>8:00a- 8:30a</i>	Meal 1 with Scholars & SLI's
<i>8:30-9:00</i>	"HARAMBEE"
<i>9:00-10:30</i>	Integrated Reading Curriculum
<i>10:30-10:45</i>	Meal 2/ Break
<i>10:45-11:45</i>	IRC (Part 2)
<i>11:45-12:00p</i>	D.E.A.R. Time (Drop Everything and Read)
<i>12:00-1:00</i>	Meal 3 with Scholars and SLI's
<i>1:00-3:00</i>	Afternoon Activities/Graduation Practice
<i>3:00-5:00p</i>	PM After-Care Activities/ Meal 4
<i>5:00p</i>	Dismissal

Supper will be
served at 3:30p daily

OAKLAND FREEDOM SCHOOL 2022 PROGRAM CALENDAR

West Oakland Site

I can make a difference in my	Monday	Tuesday	Wednesday	Thursday	Friday
Self June 13th-17th	Site Wide Cooperation Contract/ IRC/ Afternoon Activities: Team Building	Morning IRC/ Afternoon Enrichment	Morning IRC/ Graduation Practice	Morning IRC/ Afternoon Enrichment Parent Engagement Time-6:00pm	Fun Friday/Field Trip Fun Friday/Juneteenth Celebration
Family June 20th-24th	Morning IRC/ Afternoon Enrichment (Scholar Choice)	Morning IRC/ Afternoon Enrichment	Morning IRC/ Graduation Practice	Morning IRC/ Afternoon Enrichment Parent Engagement Time-6:00pm	Fun Friday/Field Trip Lawrence Hall of Science
Community June 27st- July 1st	Morning IRC/ Afternoon Enrichment (Scholar Choice)	Morning IRC/ Afternoon Enrichment	Morning IRC/ Graduation Practice D.E.A.R. Day	Morning IRC/ Afternoon Enrichment Parent Engagement Time-6:00pm	Fun Friday/Field Trip Antioch Waterpark
Country July 4th- 8th	Morning IRC/ Afternoon Enrichment (Scholar Choice)	Morning IRC/ Afternoon Enrichment	Morning IRC/ Graduation Practice	Morning IRC/ Afternoon Enrichment Parent Engagement Time-6:00pm	Fun Friday/Field Trip Tech Museum
World July 11th-15th	Morning IRC/ Afternoon Enrichment (Scholar Choice)	Morning IRC/ Afternoon Enrichment	Morning IRC/ Graduation Practice Social Action Day	Morning IRC/ Afternoon Enrichment Lincoln Funders Tour (8:00am-10:00am) Parent Engagement Time-6:00pm	Fun Friday/Field Trip Oakland Zoo
Hope/Education & Action July 18th-22nd	Morning IRC/ Afternoon Enrichment (Scholar Choice)	Morning IRC/ Afternoon Activity: Graduation Practice	Morning IRC/ Graduation Practice; Clean Up	Morning IRC/ Afternoon Enrichment OFS Graduation 4:00pm-6:00pm	Fun Friday/Field Trip Chabot Space & Science Center



Program Organizational Chart

Commercial Business Checking

Account number: 29147816 ■ September 1, 2022 - September 30, 2022 ■ Page 1 of 3



LINCOLN
1266 14TH ST
OAKLAND CA 94607-2247

Questions?

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

Online: wellsfargo.com

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

Account summary

Commercial Business Checking

<i>Account number</i>	<i>Beginning balance</i>	<i>Total credits</i>	<i>Total debits</i>	<i>Ending balance</i>
xxxxxxxx	\$1,767,841.79	\$1,894,843.50	-\$1,778,685.07	\$1,884,000.22

Credits

Electronic deposits/bank credits

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	09/01	29.44	Amzn9Mvcb6JJ Amazonsmil 220901 6Zmus2Q6Sicx27G Payments.Amazon.Com ID#6Zmus2Q6Sicx27G
	09/08	7,767.93	Desktop Check Deposit
	09/15	97,386.32	Desktop Check Deposit
	09/16	475.00	Merchant Bankcd Deposit 220915 496316289883 Lincoln
	09/19	51.69	Merchant Bankcd Deposit 220919 496316289883 Lincoln
	09/22	6,486.21	Desktop Check Deposit
	09/23	1,050,511.74	Auditor-Controll Direct Pay 220922 0000026606 PO # 11472
	09/26	50.00	Merchant Bankcd Deposit 220925 496316289883 Lincoln
	09/29	58,653.91	Auditor-Controll Direct Pay 220928 0000026606 July-22
	09/29	560,757.17	Desktop Check Deposit
	09/30	51.69	Merchant Bankcd Deposit 220929 496316289883 Lincoln
	09/30	1,863.40	Benevity Fund Donation 220831 8Sfxqegkjp Lincoln
	09/30	33,101.00	Schwab Brokerage Moneylink 220930 558622431297140 Lincoln
	09/30	34,970.00	Schwab Brokerage Moneylink 220930 558622411210541 Lincoln
	09/30	42,688.00	Schwab Brokerage Moneylink 220930 558622481716380 Lincoln
		\$1,894,843.50	Total electronic deposits/bank credits
		\$1,894,843.50	Total credits



Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
09/01		10.00	< Business to Business ACH Debit - Bankcard Mthly Fees 220831 628078000760105 Lincoln
09/01		2,054.38	< Business to Business ACH Debit - Avidia Bank Setl 220831 Navia Benefit S Lincoln
09/06		51.47	< Business to Business ACH Debit - Merchant Bankcd Deposit 220902 496316289883 Lincoln
09/06		66,230.09	Ccpmt (9739.03384)
09/13		610,000.00	Online Transfer Transfer to Payroll Ref #Bb0Gczn838
09/15		1,392.91	< Business to Business ACH Debit - Avidia Bank Setl 220914 Navia Benefit S Lincoln
09/16		132.22	< Business to Business ACH Debit - Tiaa, FSB Tiaa 220915 Ac-Bund42065139 Lincoln
09/19		87,200.75	WT Fed#04906 PNC Bank, National /Ftr/Bnf=Streamline Healthcare Solutions, LI Srf# Gw00000053428509 Trn#220919147258 Rfb# 17
09/20		0.01	< Business to Business ACH Debit - Hsawcspcustodian Hsacontrib 220917 HSA ACH HSA ACH
09/20		3,987.56	< Business to Business ACH Debit - Tiaa, FSB Tiaa 220919 Ac-Bund41879593 Lincoln
09/26		2.00	Navia Benefit So Flexible B 220923 Lnc Lincoln
09/26		84.60	Navia Benefit So Flexible B 220923 Lnc Lincoln
09/29		650,000.00	Online Transfer Transfer Funds to Payroll Ref #Bb0Ghs3Fmw
		\$1,421,145.99	Total electronic debits/bank debits

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

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
105693	200.00	09/28	106431	214.73	09/02	106451	2,799.58	09/06
105696*	200.00	09/06	106432	7.42	09/08	106452	422.30	09/06
105697	200.00	09/29	106433	559.95	09/07	106453	396.70	09/07
105972*	1,133.92	09/13	106434	250.00	09/08	106454	1,600.00	09/06
105973	3,691.90	09/12	106435	1,346.80	09/02	106455	4,350.00	09/28
106403*	420.00	09/02	106436	10,218.00	09/07	106456	1,001.00	09/07
106415*	862.50	09/22	106437	22,829.42	09/09	106457	1,092.00	09/06
106416	580.00	09/06	106438	8,500.00	09/08	106458	792.61	09/07
106417	287.71	09/01	106439	29,135.71	09/08	106460*	5,437.50	09/26
106418	252.34	09/15	106440	8,478.68	09/07	106461	3,291.39	09/21
106419	2,500.00	09/16	106441	12,988.41	09/15	106462	10,728.97	09/27
106420	37.46	09/01	106442	29,692.00	09/13	106463	107,349.00	09/27
106421	859.62	09/06	106443	5,340.25	09/09	106464	820.29	09/20
106422	910.45	09/02	106444	1,419.89	09/09	106465	9,095.26	09/29
106424*	641.84	09/06	106445	2,075.75	09/02	106466	351.19	09/26
106425	2,799.58	09/02	106446	11,057.90	09/07	106467	810.00	09/23
106427*	7,500.00	09/13	106447	1,064.74	09/02	106469*	70.00	09/27
106428	90.34	09/01	106448	1,150.09	09/02	106470	188.00	09/30
106429	10,750.00	09/09	106449	1,307.38	09/09	106471	43.64	09/22
106430	7,000.00	09/09	106450	629.23	09/06	106472	1,249.00	09/27



Checks paid (continued)

<u>Number</u>	<u>Amount</u>	<u>Date</u>	<u>Number</u>	<u>Amount</u>	<u>Date</u>	<u>Number</u>	<u>Amount</u>	<u>Date</u>
106474*	242.71	09/26	106487	2,100.00	09/26	106496*	10.00	09/26
106475	12.42	09/26	106488	1,285.00	09/23	106498*	1,933.97	09/23
106477*	2,799.58	09/26	106489	214.73	09/26	106501*	2,080.26	09/28
106479*	8.00	09/28	106490	80.15	09/27	106502	817.69	09/26
106482*	380.00	09/26	106491	33.80	09/26	106503	370.38	09/26
106484*	74.00	09/26	106492	2,184.00	09/26	106504	489.95	09/26
106486*	350.00	09/27	106494*	1,000.00	09/22			
			\$357,539.08	Total checks paid				

* Gap in check sequence.

\$1,778,685.07 Total debits

Daily ledger balance summary

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
08/31	1,767,841.79	09/12	1,565,334.19	09/22	906,935.47
09/01	1,765,391.34	09/13	917,008.27	09/23	1,953,418.24
09/02	1,755,409.20	09/15	999,760.93	09/26	1,937,863.69
09/06	1,680,303.07	09/16	997,603.71	09/27	1,818,036.57
09/07	1,647,798.23	09/19	910,454.65	09/28	1,811,398.31
09/08	1,617,673.03	09/20	905,646.79	09/29	1,771,514.13
09/09	1,569,026.09	09/21	902,355.40	09/30	1,884,000.22
Average daily ledger balance		\$1,484,675.44			

Commercial Business Checking

Account number: 29147816 ■ October 1, 2022 - October 31, 2022 ■ Page 1 of 3



LINCOLN
1266 14TH ST
OAKLAND CA 94607-2247

Questions?

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

Online: [wellsfargo.com](https://www.wellsfargo.com)

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

Account summary

Commercial Business Checking

<i>Account number</i>	<i>Beginning balance</i>	<i>Total credits</i>	<i>Total debits</i>	<i>Ending balance</i>
29147816	\$1,884,000.22	\$1,450,613.04	-\$1,850,528.45	\$1,484,084.81

Credits

Electronic deposits/bank credits

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
10/03		157.46	Desktop Check Deposit
10/03		500.00	Merchant Bankcd Deposit 220930 496316289883 Lincoln
10/06		8,613.46	Desktop Check Deposit
10/07		103.18	Merchant Bankcd Deposit 221006 496316289883 Lincoln
10/13		32,648.47	Desktop Check Deposit
10/18		300.00	Merchant Bankcd Deposit 221017 496316289883 Lincoln
10/19		66,050.19	Auditor-Controll Direct Pay 221018 0000026606 Service for August-2022
10/19		69,107.15	Auditor-Controll Direct Pay 221018 0000026606 PO-Socsa18299
10/20		426,352.48	Desktop Check Deposit
10/24		93,212.57	Desktop Check Deposit
10/25		746,862.99	Auditor-Controll Direct Pay 221024 0000026606 PO# 11472
10/27		50.00	Merchant Bankcd Deposit 221026 496316289883 Lincoln
10/27		300.00	Desktop Check Deposit
10/27		524.72	Desktop Check Deposit
10/27		2,178.68	Benevity Fund Donation 220930 8Xc7J9EZ3H Lincoln
10/27		3,000.00	Matson Navigatio 67681 332669 Lincoln
10/31		51.69	Merchant Bankcd Deposit 221029 496316289883 Lincoln
10/31		600.00	Desktop Check Deposit
		\$1,450,613.04	Total electronic deposits/bank credits
		\$1,450,613.04	Total credits



Debits

Electronic debits/bank debits

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
10/03		10.00 <	Business to Business ACH Debit - Bankcard Mthly Fees 220930 628078000760105 Lincoln
10/03		54.41 <	Business to Business ACH Debit - Merchant Bankcd Deposit 221002 496316289883 Lincoln
10/11		63,481.50	Ccpmt (9739.03384)
10/13		650,000.00	Online Transfer Transfer to Payroll Pay Day 101422 Ref #Bb0Gmh4Zsd
10/13		1,392.91 <	Business to Business ACH Debit - Avidia Bank Setl 221012 Navia Benefit S Lincoln
10/13		41,447.70	Sutter Health Sweb Pymnt xxxxx7297 Lincoln
10/14		3,846.64 <	Business to Business ACH Debit - Tiaa, FSB Tiaa 221013 Ac-Bund41879593 Lincoln
10/19		23,400.00	WT Fed#00394 PNC Bank, National /Ftr/Bnf=Streamline Helathcare Solutions, LI Srf# Gw00000054073763 Trn#221019006681 Rfb# 18
10/25		650,000.00	Online Transfer Transfer to Payroll Ref #Bb0Gqh7Sxl
10/26		2.00	Navia Benefit So Flexible B 221025 Lnc Lincoln
10/26		364.60	Navia Benefit So Flexible B 221025 Lnc Lincoln
10/27		1,392.91 <	Business to Business ACH Debit - Avidia Bank Setl 221026 Navia Benefit S Lincoln
		\$1,435,392.67	Total electronic debits/bank debits

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

Checks paid

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
105974	4,000.00	10/24	106500	22,829.42	10/12	106528	1,404.89	10/11
105975	4,500.00	10/31	106505*	1,307.38	10/04	106529	7.00	10/24
105976	1,937.50	10/24	106506	1,104.93	10/03	106530	64.00	10/07
105977	1,968.10	10/31	106507	60.10	10/03	106531	80.15	10/11
105978	668.79	10/28	106509*	663.14	10/03	106532	12,988.41	10/21
105984*	172.00	10/25	106510	1,200.00	10/05	106533	5,340.25	10/11
105987*	2,724.50	10/26	106511	183.00	10/03	106534	13,108.79	10/11
105988	1,092.00	10/24	106512	25,500.00	10/12	106535	102,947.12	10/11
105989	750.00	10/25	106513	99.10	10/18	106536	2,271.94	10/11
105990	51.00	10/24	106514	2,300.00	10/14	106537	712.14	10/17
105991	4,875.00	10/24	106515	30.00	10/11	106539*	100.85	10/17
106423*	656.00	10/05	106516	2,023.54	10/11	106540	3,260.00	10/19
106459*	350.00	10/17	106517	10,167.28	10/11	106541	1,249.00	10/19
106468*	172.50	10/03	106518	1,067.76	10/11	106542	1,000.00	10/20
106473*	1,000.00	10/20	106519	1,198.67	10/11	106543	13.23	10/18
106476*	1,305.79	10/03	106520	845.00	10/11	106544	235.01	10/17
106478*	8.00	10/03	106521	580.00	10/11	106545	117.00	10/18
106480*	10.00	10/06	106522	252.34	10/18	106546	2,806.01	10/17
106481	4,875.00	10/18	106523	1,483.45	10/07	106547	753.70	10/21
106483*	1,200.00	10/05	106524	6.25	10/17	106548	80.88	10/17
106495*	4,000.00	10/03	106525	2,799.58	10/11	106549	1,800.00	10/17
106497*	10.25	10/03	106526	29,135.71	10/12	106551*	374.00	10/18
106499*	8,750.00	10/12	106527	8,478.68	10/07	106552	675.00	10/25



Checks paid (continued)

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
106553	200.00	10/20	106561*	1,043.30	10/31	106572*	2,652.00	10/31
106556*	659.50	10/19	106563*	2,319.16	10/26	106580*	46,070.30	10/31
106557	4,368.00	10/18	106564	1,092.00	10/18	106581	11,942.62	10/31
106559*	622.34	10/19	106570*	2,806.01	10/31	106582	31,579.42	10/31
			\$415,135.78	Total checks paid				

* Gap in check sequence.

\$1,850,528.45 Total debits

Daily ledger balance summary

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
09/30	1,884,000.22	10/12	1,577,841.09	10/21	1,410,897.37
10/03	1,877,085.56	10/13	917,648.95	10/24	1,492,147.44
10/04	1,875,778.18	10/14	911,502.31	10/25	1,587,413.43
10/05	1,872,722.18	10/17	905,411.17	10/26	1,582,003.17
10/06	1,881,325.64	10/18	894,520.50	10/27	1,586,663.66
10/07	1,871,402.69	10/19	1,000,487.00	10/28	1,585,994.87
10/11	1,664,056.22	10/20	1,424,639.48	10/31	1,484,084.81
Average daily ledger balance		\$1,503,310.43			

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2020

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning **JUL 1, 2020** and ending **JUN 30, 2021**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Lincoln		D Employer identification number 94-1156501
	Doing business as		E Telephone number 510-273-4700
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	1266 14th Street		G Gross receipts \$ 25,291,872.
	City or town, state or province, country, and ZIP or foreign postal code Oakland, CA 94607		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F Name and address of principal officer: Allison Staulcup Becwar same as C above		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		If "No," attach a list. See instructions	
J Website: lincolnfamilies.org		H(c) Group exemption number ▶	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 1883	M State of legal domicile: CA

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: To disrupt the cycle of poverty & trauma, empowering children & families to build strong futures.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	14
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	14
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	304
	6 Total number of volunteers (estimate if necessary)	6	50
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 2,462,132.	Current Year 6,234,112.
	9 Program service revenue (Part VIII, line 2g)	20,132,789.	17,007,462.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	533,318.	234,886.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	17,416.	41,421.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	23,145,655.	23,517,881.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	18,964,848.	18,261,421.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 612,787.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	4,042,505.	3,721,244.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	23,007,353.	21,982,665.	
19 Revenue less expenses. Subtract line 18 from line 12	138,302.	1,535,216.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 21,696,665.	End of Year 26,641,425.
	21 Total liabilities (Part X, line 26)	5,922,446.	6,478,014.
	22 Net assets or fund balances. Subtract line 21 from line 20	15,774,219.	20,163,411.

Part II Signature Block

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

Sign Here	Signature of officer		Date		
	Epifania Estrada, Chief Financial Officer Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	Sean E. Cain, CPA				P01612986
Firm's name ▶ Harrington Group, CPAs, LLP			Firm's EIN ▶ 95-4557617		
Firm's address ▶ 2698 Mataro Street Pasadena, CA 91107			Phone no. (626) 403-6801		

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

Part III Statement of Program Service Accomplishments

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

1 Briefly describe the organization's mission: Lincoln disrupts the cycle of poverty and trauma, empowering children and families to build strong futures.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

4a (Code:) (Expenses \$ 16,101,823. including grants of \$) (Revenue \$ 15,837,355.) Community and School Based Service - Lincoln's Community & School Based Services include: * HOPE (Helping Open Pathways to Education) - early intervention mental services so that students can thrive in their community school. * Project Permanence - wraparound program focusing on supporting permanently placed foster youth into stable family homes and youth on probation back to their families with focus on avoiding continued involvement with the justice system. * EXCEL - continuum of behavioral and mental services for students in Special Ed in Alameda County & Contra Costa County. * Multidimensional Family Therapy - evidence-based family therapy model that provides youth with substance abuse issues supports within the

4b (Code:) (Expenses \$ 683,143. including grants of \$) (Revenue \$ 755,508.) Kinship - provides kin caregivers and their children with case management, information and referrals, support groups, children's activity group, respite care, tutoring and educational seminars.

4c (Code:) (Expenses \$ 407,221. including grants of \$) (Revenue \$ 414,599.) Training - Lincoln Training Institute provides training to employees and other child-serving organizations through a Title IV-E training contract. It also provides clinical, management and education-related training that are fee-based.

4d Other program services (Describe on Schedule O.) (Expenses \$ 2,096,128. including grants of \$) (Revenue \$)

4e Total program service expenses 19,288,315.

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules (continued)

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

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

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

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

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

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 304		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? 2b X	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? 3a		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O 3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? 4a		X
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? 5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? 5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? 5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? 6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? 6b		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? 7a	X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? 7b	X	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? 7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? 7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? 7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? ... 7g	N/A	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? 7h	N/A	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? 8 N/A		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966? 9a N/A		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? 9b N/A		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 10a N/A		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders 11a N/A		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b N/A		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? 13a N/A		
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year? 14a		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O 14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? 15		X
If "Yes," see instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? 16		X
If "Yes," complete Form 4720, Schedule O.			

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

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

Section A. Governing Body and Management

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

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

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

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **CA**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **▶**
Quintina Barkus - Controller - (510) 410-9900
1266 14th Street, Oakland, CA 94607

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

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

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Allison Staulcup Becwar CPO/Pres. & CEO	40.00			X			170,073.	0.	33,348.	
(2) Ellen Kinoy Clinical Director	40.00					X	144,852.	0.	29,867.	
(3) Epifania Estrada CFO	40.00			X			128,771.	0.	28,848.	
(4) Kirsten T. Melton Chief Devel. & Marketing	40.00					X	138,247.	0.	6,969.	
(5) Crystal Smiley Dir. of Human Resources	40.00					X	116,450.	0.	21,555.	
(6) Dynell Garron Program Director	40.00					X	115,838.	0.	18,794.	
(7) Jessica Rojas SBS Prog. Dir. CCC	40.00					X	114,807.	0.	18,323.	
(8) David de Figueiredo Board Chair	3.00	X		X			0.	0.	0.	
(9) Kevin Asher Vice Chair	3.00	X		X			0.	0.	0.	
(10) Autumn McDonald Vice Chair	3.00	X		X			0.	0.	0.	
(11) Dante Robinson Treasurer	3.00	X		X			0.	0.	0.	
(12) Louis Knox Secretary	3.00	X		X			0.	0.	0.	
(13) Ivan Fujihara Board Member	3.00	X					0.	0.	0.	
(14) Terry Jones Board Member	3.00	X					0.	0.	0.	
(15) Tom Meier Board Member	3.00	X					0.	0.	0.	
(16) Nate Moncrief Board Member	3.00	X					0.	0.	0.	
(17) Alice Myerhoff Board Member	3.00	X					0.	0.	0.	

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) Sheetal Patel Board Member	3.00	X					0.	0.	0.	
(19) Pallavi Sharma Board Member	3.00	X					0.	0.	0.	
(20) Cynthia Prince Board Member Emeritus	3.00		X				0.	0.	0.	
(21) Wendall Mitchell Board Member Emeritus	3.00		X				0.	0.	0.	
1b Subtotal							929,038.	0.	157,704.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							929,038.	0.	157,704.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **13**

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

Section B. Independent Contractors

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

(A) Name and business address	(B) Description of services	(C) Compensation
Tenisi Tech, 3460 Marron Road, St. 103, Oceanside, CA 92056	IT services	197,736.
Nola Brantley 329 Kinkross Drive, Walnut Creek, CA 94598	Training sessions	100,800.

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

Part VIII Statement of Revenue

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

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c	65,159.				
	d Related organizations	1d					
	e Government grants (contributions)	1e	4,974,195.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	1,194,758.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f			6,234,112.			
Program Service Revenue	2 a Community based services	Business Code					
		624100	16,251,954.	16,251,954.			
	b Kinship Program	624100	755,508.	755,508.			
	c						
	d						
	e						
	f All other program service revenue						
g Total. Add lines 2a-2f			17,007,462.				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		175,338.			175,338.	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real				
			(ii) Personal				
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities	1,826,441.			
			(ii) Other				
	b Less: cost or other basis and sales expenses	7b	1,766,893.				
	c Gain or (loss)	7c	59,548.				
d Net gain or (loss)		59,548.			59,548.		
8 a Gross income from fundraising events (not including \$ 65,159. of contributions reported on line 1c). See Part IV, line 18	8a		7,098.				
b Less: direct expenses	8b	7,098.					
c Net income or (loss) from fundraising events		0.					
9 a Gross income from gaming activities. See Part IV, line 19	9a						
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11 a Other	Business Code					
		900099	41,421.			41,421.	
	b						
	c						
	d All other revenue						
e Total. Add lines 11a-11d			41,421.				
12 Total revenue. See instructions			23,517,881.	17,007,462.	0.	276,307.	

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	381,325.	338,400.	32,447.	10,478.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	14,291,905.	12,683,084.	1,216,107.	392,714.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	578,161.	563,302.	1,313.	13,546.
9 Other employee benefits	1,937,680.	1,882,686.	9,353.	45,641.
10 Payroll taxes	1,072,350.	1,040,382.	6,638.	25,330.
11 Fees for services (nonemployees):				
a Management				
b Legal	36,455.	25,436.	10,098.	921.
c Accounting	45,924.	32,043.	12,721.	1,160.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	51,744.		51,744.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	1,233,301.	865,468.	343,594.	24,239.
12 Advertising and promotion	253.	187.	54.	12.
13 Office expenses	361,771.	267,137.	77,318.	17,316.
14 Information technology	272,653.	201,218.	58,348.	13,087.
15 Royalties				
16 Occupancy	677,481.	568,950.	96,662.	11,869.
17 Travel	9,644.	6,126.	3,372.	146.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	70,096.	37,090.	31,630.	1,376.
20 Interest	7,098.	5,238.	1,519.	341.
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	397,710.	322,191.	66,377.	9,142.
23 Insurance	121,030.	105,644.	13,344.	2,042.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Client-related expense	309,464.	270,943.	1,813.	36,708.
b Staff development	65,424.	34,618.	29,522.	1,284.
c Dues and subscriptions	51,724.	38,172.	11,069.	2,483.
d Other	9,472.		6,520.	2,952.
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	21,982,665.	19,288,315.	2,081,563.	612,787.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				
Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

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

		(A)		(B)		
		Beginning of year		End of year		
Assets	1 Cash - non-interest-bearing	4,369,141.	1	5,567,729.		
	2 Savings and temporary cash investments	1,954,856.	2	913,639.		
	3 Pledges and grants receivable, net	15,000.	3	187,500.		
	4 Accounts receivable, net	5,001,774.	4	5,814,464.		
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5			
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6			
	7 Notes and loans receivable, net		7			
	8 Inventories for sale or use		8			
	9 Prepaid expenses and deferred charges	156,229.	9	224,587.		
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 4,041,125.				
	b Less: accumulated depreciation	10b 3,055,793.	1,350,323.	10c	985,332.	
	11 Investments - publicly traded securities	6,929,195.	11	10,833,100.		
	12 Investments - other securities. See Part IV, line 11	1,681,948.	12	1,909,594.		
	13 Investments - program-related. See Part IV, line 11		13			
	14 Intangible assets		14			
	15 Other assets. See Part IV, line 11	238,199.	15	205,480.		
16 Total assets. Add lines 1 through 15 (must equal line 33)	21,696,665.	16	26,641,425.			
Liabilities	17 Accounts payable and accrued expenses	2,225,043.	17	2,169,100.		
	18 Grants payable		18			
	19 Deferred revenue	299,900.	19	2,308,914.		
	20 Tax-exempt bond liabilities		20			
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21			
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22			
	23 Secured mortgages and notes payable to unrelated third parties		23			
	24 Unsecured notes and loans payable to unrelated third parties	3,397,503.	24	2,000,000.		
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25			
	26 Total liabilities. Add lines 17 through 25	5,922,446.	26	6,478,014.		
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.					
	27 Net assets without donor restrictions	10,020,975.	27	12,871,306.		
	28 Net assets with donor restrictions	5,753,244.	28	7,292,105.		
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.					
	29 Capital stock or trust principal, or current funds		29			
	30 Paid-in or capital surplus, or land, building, or equipment fund		30			
	31 Retained earnings, endowment, accumulated income, or other funds		31			
	32 Total net assets or fund balances	15,774,219.	32	20,163,411.		
33 Total liabilities and net assets/fund balances	21,696,665.	33	26,641,425.			

Part XI Reconciliation of Net Assets

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	23,517,881.
2	Total expenses (must equal Part IX, column (A), line 25)	2	21,982,665.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,535,216.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	15,774,219.
5	Net unrealized gains (losses) on investments	5	2,366,620.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	487,356.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	20,163,411.

Part XII Financial Statements and Reporting

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

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b	Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	X	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	X	

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

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

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization <p style="text-align: center; margin: 0;">Lincoln</p>	Employer identification number <p style="text-align: center; margin: 0;">94-1156501</p>
---	--

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

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

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

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...						
9 Net income from unrelated business activities, whether or not the business is regularly carried on ...						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f)).....	14	%
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 33 1/3% support test - 2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1,513,344.	2,422,535.	2,828,407.	2,462,132.	6,234,112.	15,460,530.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	18,521,259.	19,147,148.	18,035,210.	20,132,789.	17,007,462.	92,843,868.
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	20,034,603.	21,569,683.	20,863,617.	22,594,921.	23,241,574.	108,304,398.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0.
c Add lines 7a and 7b						0.
8 Public support. (Subtract line 7c from line 6.)						108,304,398.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6	20,034,603.	21,569,683.	20,863,617.	22,594,921.	23,241,574.	108,304,398.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	256,030.	192,654.	197,018.	175,473.	175,338.	996,513.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	256,030.	192,654.	197,018.	175,473.	175,338.	996,513.
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	53,858.	10,929.	143,966.	22,205.	41,421.	272,379.
13 Total support. (Add lines 9, 10c, 11, and 12.)	20,344,491.	21,773,266.	21,204,601.	22,792,599.	23,458,333.	109,573,290.

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

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	98.84 %
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	98.20 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	.91 %
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	1.43 %

19a 33 1/3% support tests - 2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

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

Part IV Supporting Organizations

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

Section A. All Supporting Organizations

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

Part IV Supporting Organizations (continued)

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

Section B. Type I Supporting Organizations

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

Section C. Type II Supporting Organizations

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

Section D. All Type III Supporting Organizations

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

Section E. Type III Functionally Integrated Supporting Organizations

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

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

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

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

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

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

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

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2020 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required - explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

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

▶ **Attach to Form 990.**

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

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization **Lincoln** Employer identification number **94-1156501**

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

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

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

1 Purpose(s) of conservation easements held by the organization (check all that apply).

Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area

Protection of natural habitat Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

Yes No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

▶ \$ _____

(ii) Assets included in Form 990, Part X

▶ \$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

▶ \$ _____

b Assets included in Form 990, Part X

▶ \$ _____

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

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

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

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

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

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	3,971,583.	3,941,285.	3,822,972.	3,749,458.	3,546,074.
b Contributions					
c Net investment earnings, gains, and losses	982,363.	125,684.	266,994.	222,217.	350,924.
d Grants or scholarships					
e Other expenditures for facilities and programs	57,604.	95,386.	148,681.	148,703.	147,540.
f Administrative expenses					
g End of year balance	4,896,342.	3,971,583.	3,941,285.	3,822,972.	3,749,458.

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment 57.4000 %
 - c Term endowment 42.6000 %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|-----|----|
| (i) Unrelated organizations | | X |
| (ii) Related organizations | | X |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		3,399,357.	2,478,454.	920,903.
d Equipment		615,659.	551,230.	64,429.
e Other		26,109.	26,109.	0.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				985,332.

Part VII Investments - Other Securities.

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

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A) Fixed income	1,909,594.	Cost
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶	1,909,594.	

Part VIII Investments - Program Related.

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

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

Part IX Other Assets.

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

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

Part X Other Liabilities.

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

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

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

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

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

1	Total revenue, gains, and other support per audited financial statements	1	26,327,211.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	2,366,620.
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	494,454.
e	Add lines 2a through 2d	2e	2,861,074.
3	Subtract line 2e from line 1	3	23,466,137.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	51,744.
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	51,744.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	23,517,881.

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

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

1	Total expenses and losses per audited financial statements	1	21,938,019.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	7,098.
e	Add lines 2a through 2d	2e	7,098.
3	Subtract line 2e from line 1	3	21,930,921.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	51,744.
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	51,744.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	21,982,665.

Part XIII Supplemental Information.

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

Part V, line 4:

Lincoln has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term.

Part X, Line 2:

Lincoln is exempt from taxation under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d.

Generally accepted accounting principles provide accounting and disclosure

Part XIII Supplemental Information (continued)

guidance about positions taken by an organization in its tax returns that might be uncertain. Management has considered its tax positions and believes that all of the positions taken by Lincoln in its federal and state exempt organization tax returns are more likely than not to be sustained upon examination. Lincoln's returns are subject to examination by federal and state taxing authorities, generally for three and four years respectively, after they are filed.

Part XI, Line 2d - Other Adjustments:

Special events expense	7,098.
Change in value of split-interest agreement	487,356.
Total to Schedule D, Part XI, Line 2d	494,454.

Part XII, Line 2d - Other Adjustments:

Special events expense	7,098.
------------------------	--------

SCHEDULE G
(Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

2020

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or Form 990-EZ.

Open to Public Inspection

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

Name of the organization

Lincoln

Employer identification number

94-1156501

Part I

Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
Total				▶		

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events None	(d) Total events (add col. (a) through col. (c))
		Root (event type)	(event type)	(total number)	
Revenue	1 Gross receipts	72,257.			72,257.
	2 Less: Contributions	65,159.			65,159.
	3 Gross income (line 1 minus line 2)	7,098.			7,098.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	7,098.			7,098.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				7,098.
	11 Net income summary. Subtract line 10 from line 3, column (d)				0.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1 Gross revenue			
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
7 Direct expense summary. Add lines 2 through 5 in column (d)					
8 Net gaming income summary. Subtract line 7 from line 1, column (d)					

9 Enter the state(s) in which the organization conducts gaming activities: _____
a Is the organization licensed to conduct gaming activities in each of these states? Yes No
b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No
b If "Yes," explain: _____

- 11 Does the organization conduct gaming activities with nonmembers? Yes No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No
- 13 Indicate the percentage of gaming activity conducted in:

a The organization's facility	13a	%
b An outside facility	13b	%
- 14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No
- b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____
- c If "Yes," enter name and address of the third party:

Name ▶ _____

Address ▶ _____

16 Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ \$ _____

Description of services provided ▶ _____

Director/officer Employee Independent contractor

17 Mandatory distributions:

- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

**SCHEDULE J
(Form 990)**

Department of the Treasury
Internal Revenue Service

Compensation Information

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

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

▶ Attach to Form 990.

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

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

Lincoln

Employer identification number

94-1156501

Part I Questions Regarding Compensation

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

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

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

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

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

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

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

a Receive a severance payment or change-of-control payment?

b Participate in or receive payment from a supplemental nonqualified retirement plan?

c Participate in or receive payment from an equity-based compensation arrangement?

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

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

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

a The organization?

b Any related organization?

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

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

a The organization?

b Any related organization?

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

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

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

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

	Yes	No
1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7	X	
8		X
9		

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

Schedule J (Form 990) 2020

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

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

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

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) Allison Staulcup Becwar CPO/Pres. & CEO	(i)	167,785.	2,288.	0.	16,256.	17,092.	203,421.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) Ellen Kinoy Clinical Director	(i)	133,114.	11,738.	0.	13,228.	16,639.	174,719.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) Epifania Estrada CFO	(i)	127,271.	1,500.	0.	12,465.	16,383.	157,619.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

Part I, Line 7:

Bonus compensation was distributed in 2020.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

Lincoln

Employer identification number

94-1156501

Form 990, Part III, Line 4a, Program Service Accomplishments:

natural structures of a client's life, working clinically with the adolescent, parent/caregiver, family, and extra-familial domains, including schools, community and the justice systems.

* School Engagement School Engagement - supports students who are chronically absent and their families work through the emotional, behavioral and systemic issues interfering with school attendance.

* Therapeutic Behavior Services (TBS) - short-term behavioral mental health service offered in collaboration with other services to support youth who are at risk of out of home placement or to assist youth in stepping down to a lower level of care.

* Intensive Home Based Services (IHBS) - in home and community supports to stabilize placement and family dynamics.

*EXCEL SDC - provides milieu support and mental health services to students enrolled in an Intensive Counseling Enriched classroom.

Form 990, Part III, Line 4d, Other Program Services:

Other programs include:

*ECMH Programs provide consultation to teachers and parents, utilize screening tools to assess for healthy development, and provide parent child dyadic therapy.

*FRCs in East and West Oakland build on the strengths of families and develop their capacity for supporting the healthy development and educational objectives of their children.

*Freedom Schools is a 6-week summer literacy and cultural enrichment

Name of the organization Lincoln	Employer identification number 94-1156501
-------------------------------------	--

program.

*West Oakland Initiative is an early intervention coaching and family literacy program designed to build literacy and improve attendance.

Expenses \$ 2,096,128. including grants of \$ 0. Revenue \$ 0.

Form 990, Part VI, Section B, line 11b:

The Form 990 is reviewed and approved by the CEO and CFO before it is filed. It is then presented to all members of its governing body.

Form 990, Part VI, Section B, Line 12c:

Each trustee, director, officer, and key employee signs the Conflict of Interest policy annually.

Form 990, Part VI, Section B, Line 15:

The compensation review and approval process for the CEO and other officers includes an annual evaluation and the use of comparative data.

Form 990, Part VI, Section C, Line 19:

The organization's governing documents and policies are made available to the public upon request. Financial Statements are posted to Lincoln's website.

Form 990, Part XI, line 9, Changes in Net Assets:

Change in value of split-interest agreement	487,356.
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Position: Oakland Freedom Schools Site Coordinator

Accountability: Oakland Freedom Schools Program Supervisor

Organization: Lincoln

Nature and Scope

Founded in 1995 by the Children’s Defense Fund’s Black Community Crusade for Children® (BCCC) initiative and today coordinated nationally by the Children’s Defense Fund, Lincoln’s Oakland Freedom Schools (OFS) program is a direct service initiative. Using multicultural role models, community guests who share personal stories of making a difference, cooperative games, and activities for critical thinking, OFS scholars gain confidence and skills to curb summer achievement gap and strengthen their school-year performance.

The OFS program is an educational and cultural enrichment program. OFS serve scholars ages 5 to 14 for six weeks facilitating an Integrated Reading Curriculum (IRC), STEAM activities, conflict resolution, and social action in an activity-based curriculum that promotes social, cultural, and historical awareness. Built around the theme “I Can Make a Difference in Myself, My Family, My Community, My Country and My World with Hope, Action and Education,” OFS provides a literacy-rich, culturally-inspiring curriculum in which scholars learn to love to read.

The Site Coordinator (SC) should be experienced in working with large groups of youth and in partnerships with young adults. They must be responsible, energetic, able to think on their feet, well-organized, and possess strong leadership skills. They should be familiar with the culture and dynamics of the Oakland community, committed to the goals of the OFS program, and able to work collaboratively with all community members, families, and Lincoln staff.

Responsibilities

- Participate in all training and orientation required for OFS positions.
- Work with Program Director to plan and coordinate program events and activities including, but not limited to staff training, parent orientation, field trips and special events.
- Manage the day-to-day activities of the site and ensure site staff has necessary materials and supplies for the classroom and scholars.
- Responsible for conducting pre and post IRC evaluations for Servant Leader Interns (SLI).
- Provide guidance, support, encouragement, and constructive feedback to the SLIs.
- Maintain team spirit among site staff and conduct debriefing sessions at the beginning and end of each day.
- Provide technical assistance and feedback to the SLIs on all aspects of their work.
- Responsible for accurate daily attendance and assessment data collection, consent forms, and entering data entry into CitySpan, for OFCY and 21st Century tracking and reporting.
- Responsible for coordinating the BRI assessment schedule with SLIs and Testing Managers.

- Work with the OFS Program Director to ensure effective communication between parents, staff, and sponsor organizations.

Qualifications

- Bachelor’s Degree required from an accredited university or college in education, psychology, sociology, social work, counseling, or other field with an emphasis on education.
- Master’s degree and/or teaching credential preferred.
- Budget and school site based management experience preferred.
- Experience managing large groups of youth, college-age young adults, and parents.
- Solid commitment to social justice, education reform and equity, children’s advocacy and enthusiasm for Lincoln’s OFS Program.
- Ability to motivate others and work as a part of an inter-generational team or leaders.
- Demonstrated awareness of, sensitivity to, and competence in dealing with cultural and socioeconomic diversity of client population.
- Willingness to strive for excellence in all areas and the ability to think critically and analytically.
- Exhibit a positive attitude and model a mature and professional demeanor.
- Possess excellent communication skills, including the ability to communicate verbally, in writing, in a supervisory relationship, in meetings, with team members and members of the community.
- Strong interpersonal skills and commitment to the ethics of good character, humility, and servant leadership.
- Valid California driver’s license, a satisfactory driving record, availability of personal vehicle and personal vehicle insurance coverage.
- Physical fitness with the ability to bend, stoop, kneel, drop to one knee and get back up.

I have reviewed and understand the contents of this job description.

Print Employee Name

Employee Signature

Date Signed

LINCOLN FAMILIES

Job Title: Servant Leader Intern / Instructional Aide (SLI)
Program: Oakland Freedom Schools

Required Availability:

- Pre-National Training (in person) June 1
- National Training (virtual) June 2 - June 5
- Local Training (in person) June 6 - June 10
- Program (in person) June 13 – July 22

Nature and Scope:

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The SLI/Instructional Aide position has the core responsibilities of facilitating a class of 10-12 scholars for 6 weeks, including curriculum planning, writing daily lesson plans, and making classroom management systems and structures. Other primary duties include leading Harambee time and implementing the various components of the Children Defense Fund’s (CDF) OFS model site-wide.

The SLI should be experienced in working with large groups of youth and in partnerships with young adults. They must be responsible, energetic, able to think on their feet, well-organized, and possess strong leadership skills. They should be familiar with the culture and dynamics of the Oakland community, committed to the goals of the OFS program, and able to work collaboratively with all community members, families, and Lincoln staff.

Responsibilities:

- Participate in OFS Pre-national virtual trainings
- Participate in CDF Virtual National Training

- Participate in local In-person training
- Deliver the Integrated Reading Curriculum (IRC) to a class of no more than 12 scholars for 6 weeks during the summer months, according to the standards developed by the CDF, OFS, and Lincoln Families
- Set-up and breakdown of their classroom space, including securing and organizing the appropriate materials, charts, and class decorum. - *subject to change*
- Collaborate with staff to establish and maintain a supportive and structured environment for the scholars entrusted to their care.
- Serve as a Harambee leader each day of OFS program operation.
- Deliver afternoon enrichment activities.

Qualifications:

- Must be at least 18 years of age, completed at least one year of college, and have plans to complete a college degree.
- Solid commitment to children’s advocacy, social justice, and enthusiasm for the Children Defense Fund’s Freedom Schools program.
- Ability to motivate others and work as part of an intergenerational team.
- Strong appreciation and understanding of individual cultural history and the willingness to be open and respectful of all cultures.
- Willingness to strive for excellence in all areas.
- Ability to think critically and analytically.
- Exhibit behavior and positive attitude; model a mature and professional demeanor.
- Excellent written and verbal skills.
- Strong interpersonal skills and commitment to the character, humility and servant leadership ethics of Ella Baker.
- Authorization for background check for criminal and child protective findings.
- Physical fitness with the ability to bend, stoop, kneel, drop to one knee and get back up.

I have reviewed and understand the contents of this job description.

Print Employee Name

Employee’s Signature

Date Signed



11/29/2022

Agency Letter of Agreement for OUSD RFP 22-129CSSS

To whom It may concern:

Please accept this Agency Letter of Agreement for RFP 22-129CSSS. **Lincoln Families is willing and able to perform the commitments contained in this RFP application, including, but not limited to, the following listed items:**

1. All Lincoln Families agency employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandated reporting.
2. ATI Numbers will appear on all invoices submitted to OUSD.
3. Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.
4. All staff related to this RFP proposal will meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate).
5. All designated staff supporting the intersession model will have first-aid, concussion, and be CPR certified.

Our proposed program, Oakland Freedom Schools is an Independent Model summer program, and will meet all requirements of the Independent Model.

Please contact me with any questions,

Allison Staulcup Becwar, President and CEO
Lincoln Families
126614th Street
Oakland, CA 94607
allisonbecwar@lincolnfamilies.org



McClymonds High School

2607 Myrtle Street
Oakland, CA 94607
Phone: 510-238-8607
Fax: 510-874-3796

November 28, 2022

LETTER OF REFERENCE for OUSD RFP 22-129CSSS

Please accept this Letter of Reference in support of Lincoln Families' Oakland Freedom Schools (OFS) for the OUSD RFP 22-129CSSS Expanded Learning for Summer Learning and Intersession.

OFS is a six-week academic literacy and enrichment summer program developed by the Children's Defense Fund and designed to build strong, literate and empowered scholars with a deep appreciation of their own history and culture. Formally launched in 2012 as a Lincoln program, OFS prevents summer learning loss, deepens leadership skills, and strengthens community connections. Youth participants enrolling in the program typically read below grade-level, have histories of chronic truancy and/or absenteeism and come from low-income households.

Oakland Unified School District has supported OFS summer programming for 25 years and has worked directly with Lincoln in providing OFS summer programming since 2012. My experiences with the OFS programming and staff have been excellent, and I recommend their application for the OUSD Expanded Learning grant.

I have had the opportunity to work with OFS at Frick Middle School as well as at McClymonds. This culturally relevant literacy program is much needed at our schools. My daughter had the opportunity to participate with OFS. The program helped her to develop a love for reading. The whole child approach that OFS uses, focuses on social emotional learning, parent engagement, cultural pride, and literacy development. OFS staff deeply care for scholars, giving personalized attention through a 1:10 ratio. If there is a need for further elaboration, please contact me.

Sincerely,

Jeffrey Taylor
Principal, McClymonds High School



MONTERA MIDDLE SCHOOL

5555 Ascot Drive
Oakland, CA 94611
(510) 879-3211
627-9211 fax

November 28, 2022

LETTER OF REFERENCE for OUSD RFP 22-129CSSS

Please accept this Letter of Reference in support of Lincoln Families' Oakland Freedom Schools (OFS) for the OUSD RFP 22-129CSSS Expanded Learning for Summer Learning and Intersession.

OFS is a six-week academic literacy and enrichment summer program developed by the Children's Defense Fund and designed to build strong, literate and empowered scholars with a deep appreciation of their own history and culture. Formally launched in 2012 as a Lincoln program, OFS prevents summer learning loss, deepens leadership skills, and strengthens community connections. Youth participants enrolling in the program typically read below grade-level, have histories of chronic truancy and/or absenteeism and come from low-income households.

Oakland Unified School District has supported OFS summer programming for 25 years and has worked directly with Lincoln in providing OFS summer programming since 2012. My experiences with the OFS programming and staff have been excellent, and I recommend their application for the OUSD Expanded Learning grant.

I served as a summer principal for OFS during Summer 2022 at Bret Harte Middle School, which served OFS levels I-III, ranging in grade level from K to 8th grade. OFS serves primarily African-American scholars, and uses a whole child approach that focuses on social emotional learning, parent engagement, cultural pride, and literacy development.

OFS staff deeply care for scholars, giving personalized attention through a 1:10 ratio. Classroom and outdoor activities are carefully planned and implemented. Student and parent engagement is very high, supported by the fact that OFS consistently has a waiting list of families hoping to get their child enrolled in this valued summer learning program. I highly recommended continued support for the Oakland Freedom Schools/OUSD Summer Learning partnership, and hope that you will approve their grant application.

Sincerely,


Anisa Rasheed

Assistant Principal, Montera Middle School
anisa.rasheed@ousd.org



December 6, 2022

This letter is in recognition of Lincoln, the outstanding contributions they provide to the scholars and communities they are in service to, and to offer our support of Lincoln's submitted Request for Proposals to Oakland Unified School District (OUSD) to support the Oakland Freedom Schools (OFS) program.

As community-based partners who work in collaboration with multiple school districts throughout Northern California, our organization has served in close partnership with Lincoln for nearly eight years, specifically as evaluation and assessment partners for Oakland Freedom Schools programs in partnership with the Children's Defense Fund. Lincoln's commitment to improving academic outcomes for all scholars, and particularly for OUSD's Black/African American scholars, and to creating opportunities for authentic and meaningful scholar and family engagement is in alignment with not only the core values of our organization, but with the California Department of Education standards for culturally responsive and engaging expanded learning opportunities.

At various schools across OUSD, Lincoln continues to engage scholars in vital summer months. Through its unique, culturally responsive, literacy-focused programming within under-resourced communities of color across Oakland, the OFS model has continually helped scholars improve reading fluency and reading comprehension, as evidenced by the assessments our organization oversees administration of. These assessments include pre and post surveys for scholars, post-program surveys for parents/caregivers, staff surveys and individually administered reading assessments using the Basic Reading Inventory (BRI) selected by the National Children's Defense Fund Evaluation Team). Over the past seven summers, OFS scholars have seen gains in reading comprehension from 6 months up to the equivalent of 2 grade-level years in a given summer, based on a comparison of pre and post scholar reading assessments. Given that Lincoln intentionally recruits scholars who would most benefit from additional instructional hours, including those served through their West Oakland Initiative program in partnership with OUSD, this data is well beyond what might be expected for a 5–6 week program.

In addition to providing external evaluation and assessment support, over the past 3 years, Innovation Bridge has also provided annual training for all OFS staff on culturally responsive social-emotional learning (SEL) strategies. This focus on the part of Lincoln to ensure staff have the capacity to support the social and emotional needs of young scholars has never been more critical than in the past 2 years. As Lincoln continued OFS programming virtually during early onset of the Covid-19 pandemic, staff integrated SEL practices and skill development opportunities to help scholars with feelings of isolation and fear. With the return to in-person learning, OFS staff focused on building scholar capacities related to social-relationships, supporting positive relationship-building among peers. The impact of this effort to integrate SEL has been evident in the annual Quality Assurance Site-Visits our organization conducts each year, and in scholar survey assessments. Additional information on OFS integration of SEL and program impact is included in the 2022 OFS Impact Report, submitted as a part of this proposal.

Under the dynamic leadership of Program Director, Ocie Parks, Lincoln's commitment to the youth and families of Oakland is unmatched, and their approach is well-aligned to the California Department of Education guidance for Expanded Learning and Summer programming. We strongly support their proposal.

In Solidarity,

Brit Irby
Associate Director
Innovation Bridge

CINCINNATI OH 45999-0038

In reply refer to: 0248164799
Dec. 20, 2021 LTR 4168C 0
94-1156501 000000 00

00008523
BODC: TE

LINCOLN
1266 14TH ST
OAKLAND CA 94607



039829

Employer ID number: 94-1156501
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Dec. 09, 2021, about your tax-exempt status.

We issued you a determination letter in October 1946, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

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

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

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

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

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

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

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

Lincoln Families-Children's Defense Fund Oakland Freedom Schools®



Freedom Summer 2022 Impact Report

Introduction

Lincoln Families

Lincoln Families has a unique and unparalleled history of service. Founded in 1883 as Northern California's first racially integrated orphanage, the Lincoln Families organization has evolved over the past 135 years, yet centered around responsiveness to the needs of children and families.¹ Currently, Lincoln Families operates as a non-profit organization in the city of Oakland and surrounding bay area of California, providing comprehensive services designed to interrupt the impact of poverty and trauma experienced by youth, families, and the larger Oakland community. Toward that effort, Lincoln Families focuses on three core areas of impact; strengthening stability and permanency within the family, building resiliency and promoting health to support overall well-being, and improving outcomes in education through interventions, support and increased engagement.

Lincoln Families educational supports include targeted academic and social emotional interventions for children and youth in communities most impacted by poverty and violence. Lincoln's educational interventions extend beyond the traditional school day, including after school and summer programming, acknowledging the importance of year-round learning opportunities. In 2012, Lincoln Families established a partnership with the Children's Defense Fund to integrate the CDF-Oakland Freedom Schools® programming for local youth.

The Children's Defense Fund

The Children's Defense Fund Freedom Schools® program is proudly rooted in the American Civil Rights Movement and the courageous efforts of college-age youth to make a difference in the lives of young people. Reborn in 1993 by Mrs. Marian Wright Edelman and the Children's Defense Fund *Black Community Crusade for Children* (BCCC) initiative, today's CDF Freedom Schools® model draws on the vision, philosophy and experience of those who conducted Freedom Schools as part of the 1964 Mississippi Freedom Summer Project.² Ella Baker inspired the Children's Defense Fund Freedom Schools® to emphasize "servant leadership" as a model for a new generation of leaders for children. In the spirit of *Sankofa* (Twi language of Ghana, meaning go back to roots in order to move forward), CDF Freedom Schools® affirms the critical histories of communities of color while moving forward in sustaining, enhancing, and expanding the learning opportunities for children's future. Through collaboration between the Children's Defense Fund and Lincoln Families, CDF-Oakland Freedom Schools® (OFS), addresses the racial and income based opportunity gap by engaging students in literacy development, self-esteem building, and providing culturally-responsive programming during the critical summer months.

CDF-Oakland Freedom Schools® programming provides students (called Scholars) the opportunity to engage in daily reading, community building, and culturally responsive program rituals, including identity-affirming activities, games, chants, and more. The OFS model also integrates the spirit of social action, activism, and regional pride embedded in the history and culture of the City of Oakland.

Family engagement is critical to the success of any child. As such, CDF-Oakland Freedom Schools® also provides weekly learning opportunities for parents and family members, connecting parents/caretakers with information, resources, and tools to support their children's academic success and overall well-being.



OFS Scholar receives a certificate of completion

1. Information about Lincoln can be found at: www.lincolnfamilies.org

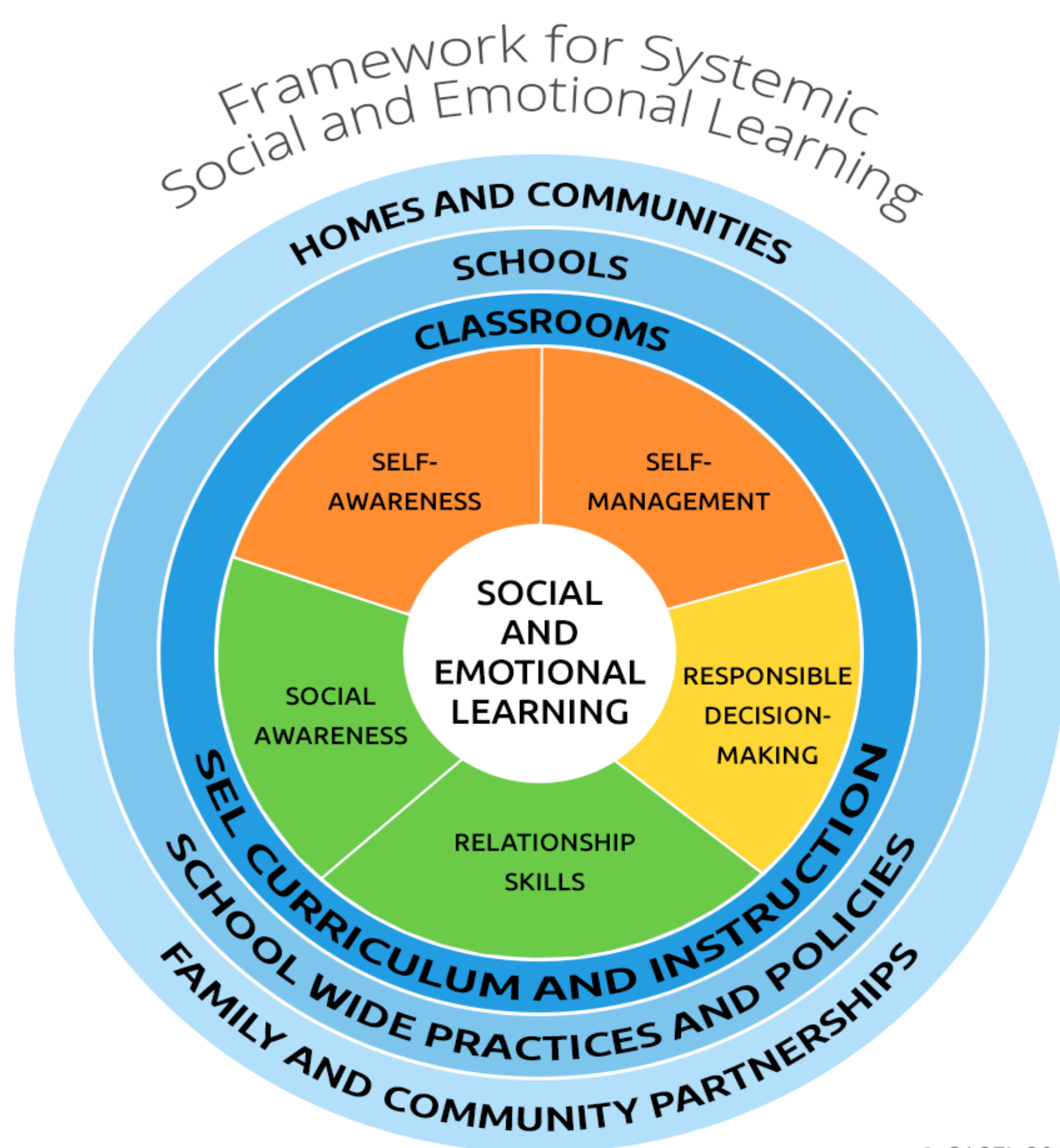
2. Information about the Children's Defense Fund and its programs can be found at: www.childrensdefense.org

Bridging the Opportunity Gap

Summer Matters Even More Now

Studies have long shown that learning loss during the summer months is a significant contributing factor in the opportunity gap for students experiencing poverty, often disproportionately impacting students of color, and if not addressed, can result in cumulative grade level reading loss over time.³ School closures, distance learning, quarantine-related absenteeism, and other impact related to the COVID-19 pandemic during both the 2020-21 and 2021-22 school years puts children in under-resourced schools and communities at risk of further widening of the academic opportunity gap, as access to educational resources and services traditionally provided at the school site were notably diminished. Despite having transitioned back into their traditional classroom learning models for the first time since school closures began in 2020, the impacts and trauma caused by the COVID-19 pandemic continue to adversely affect the educational and social-emotional well being of students that require education policymakers to rethink the kinds of schools students are returning to.⁴

Social-Emotional Skill-Building and Supports



Part of this re-envisioning of schooling has highlighted the critical need for additional social-emotional skill-building and practice, particularly as students learn to navigate in-person social settings again. The Collaborative for Academic and Social Emotional Learning defines Social Emotional Learning (SEL) as the "process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions."⁵ Committed to responding to the unique needs of children and families in Oakland, Lincoln Families CDF Freedom Schools® program focuses on a *transformative* approach to SEL. Transformative SEL applies a culturally responsive, equity-focused lens to traditional SEL competency building, supporting students by supporting skill building to cultivate social-emotional wellness, positive relationship building, and the "skills required for collaborative action to address root causes of inequities."⁶ Through a transformative SEL approach, the CDF-Oakland Freedom Schools® model creates opportunity for Scholars to accurately identify and assess emotions, toward increased self-awareness and social-awareness, while also equipping Scholars with tools, language and practice opportunities for self-regulation, positive self-expression, and collective social action.

3. Borman, G.D. (2000). The effects of summer school: Questions answered, questions raised. Monograph of the Society for Research in Child Development, 65 (1, Serial N. 260).

4. Reich, J., & Mehta, J. (2021, July 21). Healing, Community, and Humanity: How Students and Teachers Want to Reinvent Schools Post-COVID. <https://doi.org/10.35542/osf.io/nd52b>

5. Collaborative for Academic and Social Emotional Learning (CASEL) - <https://casel.org/fundamentals-of-sel/>

6. Robert J. Jagers, Deborah Rivas-Drake & Brittney Williams (2019) Transformative Social and Emotional Learning (SEL): Toward SEL in Service of Educational Equity and Excellence, *Educational Psychologist*, 54:3, 162-184,

Program Overview

During Summer 2022, CDF-Oakland Freedom Schools® returned to an in-person program model for the first time in two years, providing Scholars and families a 6-week program across two school-based sites:

- Bret Harte Middle School (Levels I-III)
- West Oakland Middle School (Levels I-III)

CDF-Oakland Freedom Schools® programming implements a whole child approach to learning, where the "cognitive, physical, social, and emotional needs"⁷ of students are intentionally addressed. Scholars were divided into classes based on three CDF Freedom Schools® program levels, associated with grade-level; primary (Level I), intermediate (Level II), and middle school (Level III) to ensure appropriate customization of content, activities, and the varying engagement needs of each age group. COVID-19 safety measures were incorporated throughout all program activities. Scholars and staff were required to wear masks, with safety stations positioned throughout the program and in each classroom containing personal protective equipment (PPE).

Each morning, program began with a gathering called Harambee! (Swahili word meaning "let's come together"). During Harambee!, Scholars and staff engaged in various activities to create a positive and intentional start to the day. Activities included a motivational song, a story read by team members and local community leaders ("Read-Aloud" guests), opportunity for movement, chants that uplift cultural and community pride, expression of gratitude, a moment of silence for meditative reflection and morning announcements. Approximately 2.5 hours each day were dedicated to small-group, literacy-focused instruction, based on the Children's Defense Fund Freedom Schools® Integrated Reading Curriculum (IRC). With an alignment to Common Core Standards, the IRC incorporates culturally relevant, project-based literacy development, including weekly thematic lessons incorporating carefully selected children's literature by nationally recognized writers and illustrators. Books, art supplies, and other instructional materials were provided to ensure meaningful Scholar engagement.

Afternoon enrichment activities provided Scholars with opportunities to engage in creative arts, sports and fitness, music, Science, Technology, Engineering, and Math (STEM) activities, and opportunities to explore firsthand the historically significant and powerful role of youth in community activism. In addition to afternoon activities, scholars participated in weekly field trips that provided hands-on learning opportunities outside of the classroom space. Scholars were also able to build skills for healthy living through culinary arts, with all taking turns helping to prepare meals for one another throughout the summer.

“Every day my daughter says she had the best day of her life!”

-OFS Parent



OFS Scholars participating in a weekly field trip

Whole Child Approach

The illustration below further highlights the CDF-Oakland Freedom Schools® approach toward meeting the needs of the whole child.



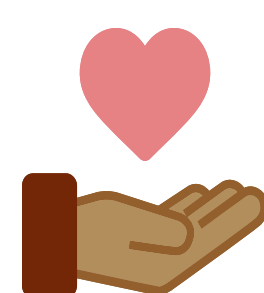
Daily Reading and Writing Practice

Scholars engage in 150 minutes of reading activities/instruction and writing practice exercises daily.



Building Personal Libraries

Each Scholar receives 1 book per week, featuring authors of color, for their at home libraries.



Focus on SEL

Book selection and classroom discussions centered around an exploration of social and emotional learning and skill-building.

10:1 **Small Class Size**
Classrooms are 10:1 Scholar to Adult ratio, or lower, ideal for providing individualized support.

Lincoln Families-OFS



Whole-Child Approach



Experiential Learning Opportunities

Scholars are provided weekly field trip opportunities that reinforce the classroom learning and expose Scholars to engaging and youth relevant activities within the greater Oakland community.

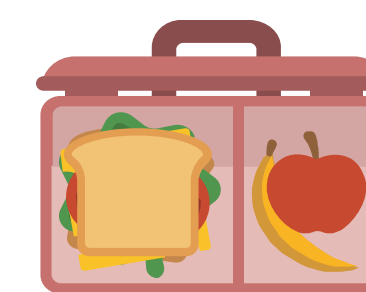
Cultural Pride
Through curriculum selection, activities, chants and program rituals, Scholars celebrate their unique identities, culture, and shared community.



Parent Engagement
Weekly workshops offer opportunity for parents and caregivers to learn strategies to support their child's academic success and social-emotional wellbeing.



Community Powered
Daily breakfast and lunch was provided to scholars through collaboration between Lincoln, OUSD, and OFS parents and caregivers.



OFS Scholar excitement during a weekly field trip



OFS Scholar engaged in an afternoon enrichment activity

Program Impact: Assessment



Assessment Overview: Basic Reading Inventory (BRI)

Literacy and a love of reading are at the center of the CDF-Oakland Freedom Schools® model, and therefore reading assessments are a critical component of program impact. As with the curriculum design, assessments for reading are also aligned to Common Core State Standards.

Alignment between Common Core State Standards (CCSS) and CDF's selected reading assessment tool, the **Basic Reading Inventory (BRI)**, allows the program to demonstrate gains their Scholars achieve throughout the 6-week program.⁸ The BRI is an informal reading inventory that provides insight into the Scholars reading behavior and ability. It is individually administered through an assessment of their fluency and reading comprehension. In addition to assessing fluency and comprehension at the independent level, the BRI also provides instructional level insights. In particular, BRI assessments highlight participating Scholars' ability to make maximum progress, given the time constraints, through the guidance provided by the CDF Freedom Schools® programmatic model.

The BRI assesses fluency and comprehension separately. The comprehension assessment is based on the Scholars' ability to successfully read a grade-level passage and answer a set of questions about that passage. The questions asked are designed with the intent to measure Scholars' overall understanding of the text and ability to extract meaning from what they read. This is done through the following tasks:

- Factual recall (summary and identifying key themes)
- Vocabulary (determining meaning based on context)
- Inference (reading between the lines of the text)
- Evaluation (rationalize why something happened based on information provided in text)

The BRI reading comprehension questions directly address the anchor standards of CCSS. Therefore, gains experienced by Scholars, as measured by their pre and post assessment progress from one grade level to the next, is an approximation of their staircase progression towards college and career readiness as outlined in CCSS.

Additional Assessment Components

In addition to the Basic Reading Inventory assessment, CDF-Oakland Freedom Schools® integrates additional assessment components to assess changes in beliefs and attitudes among Scholars, determine impact to Staff and Parents/Caregivers, and to measure quality of practice. Additional program assessments administered across both CDF-Oakland Freedom Schools® program sites include:

- **Pre and Post-Scholar Surveys**
- **Parent/Caregiver Post-Surveys**
- **Staff/SLI Post-Surveys**
- **Quality Assurance Site Visit Assessments**

The subsequent sections of this report provide overall CDF-Oakland Freedom Schools® Summer 2022 impact findings, followed by site-based impact results.

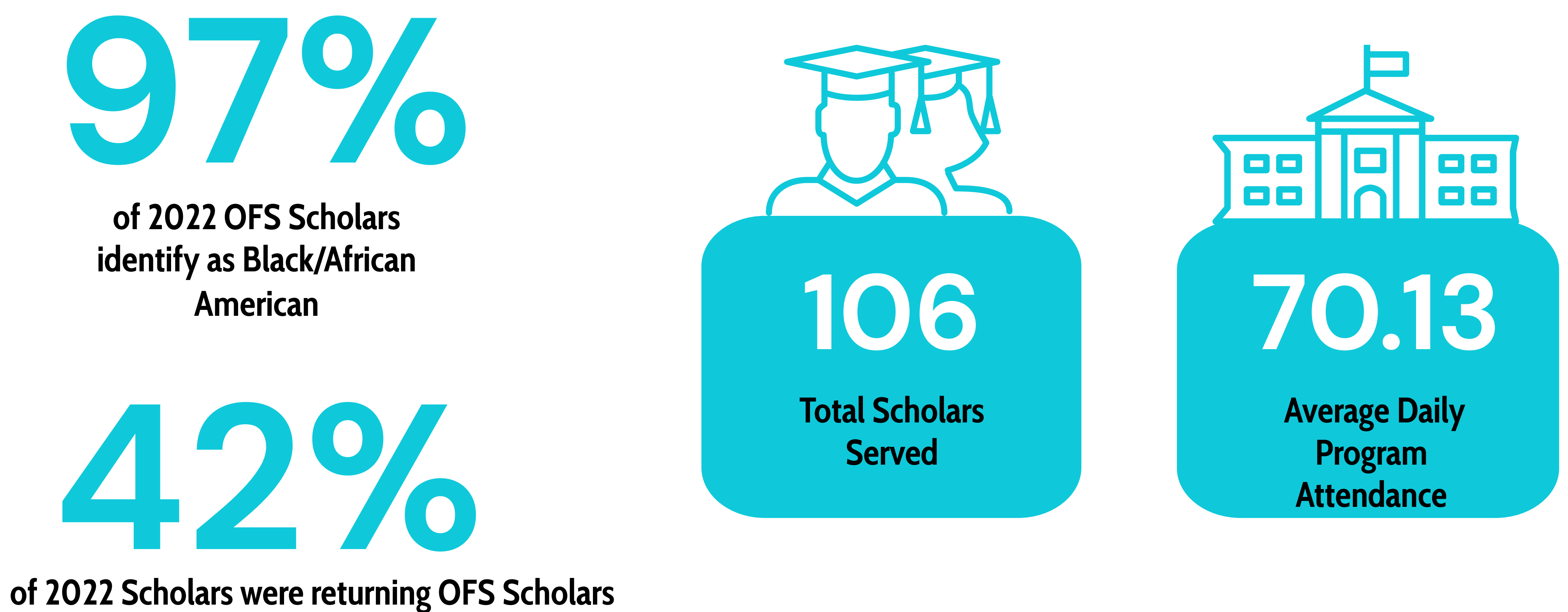
Overall Program Impact

During Summer 2022, CDF-Oakland Freedom Schools® (OFS) returned to an in-person program model, serving a total of 106 Scholars across three levels of programming at locations within East (Bret Harte Middle School) and West Oakland (West Oakland Middle School).

Approximately 42% of participants were returning CDF-Oakland Freedom Schools® Scholars, while 58% were new to the program. Lincoln continues to be intentional with outreach and recruitment for Black/African American Scholars, who represented 97% of program participants. Program attendance throughout the 6 weeks varied, with an average daily attendance of 70 Scholars per day, approximately 66% of the total program participants.

Figure 1 provides demographic data on OFS Scholars for Summer 2022 programming.

Figure 1. Scholar Participation by Ethnicity



The following sections detail assessment findings specific to each of the CDF-Oakland Freedom Schools® program sites, followed by overall parent/caregiver and staff assessment results. Recommendations for consideration moving forward, based on overall program findings, are also included.

Bret Harte Middle School

The Bret Harte Middle School program site served a total of 40 scholars across grades K-8, during the summer of 2022. Approximately 58% (23) of the scholars were first time participants in the CDF-Oakland Freedom Schools® program.

Surveys were administered to scholars pre and post programming, with 18 scholars completing the pre-survey and 40 scholars completing the post-survey. A comparison of pre and post scholar surveys indicated positive gains in several significant measures. Overall, scholars indicated a positive experience in the Bret Harte program site, in the areas of self-esteem, empowerment, and conflict resolution. Figure 2 below reflects increases in affirmative responses ("Agree" or "Strongly Agree") to select statements, when comparing pre and post Scholar surveys for the 6-week program at Bret Harte Middle School.

Figure 2. Bret Harte Pre and Post Scholar Survey Comparison

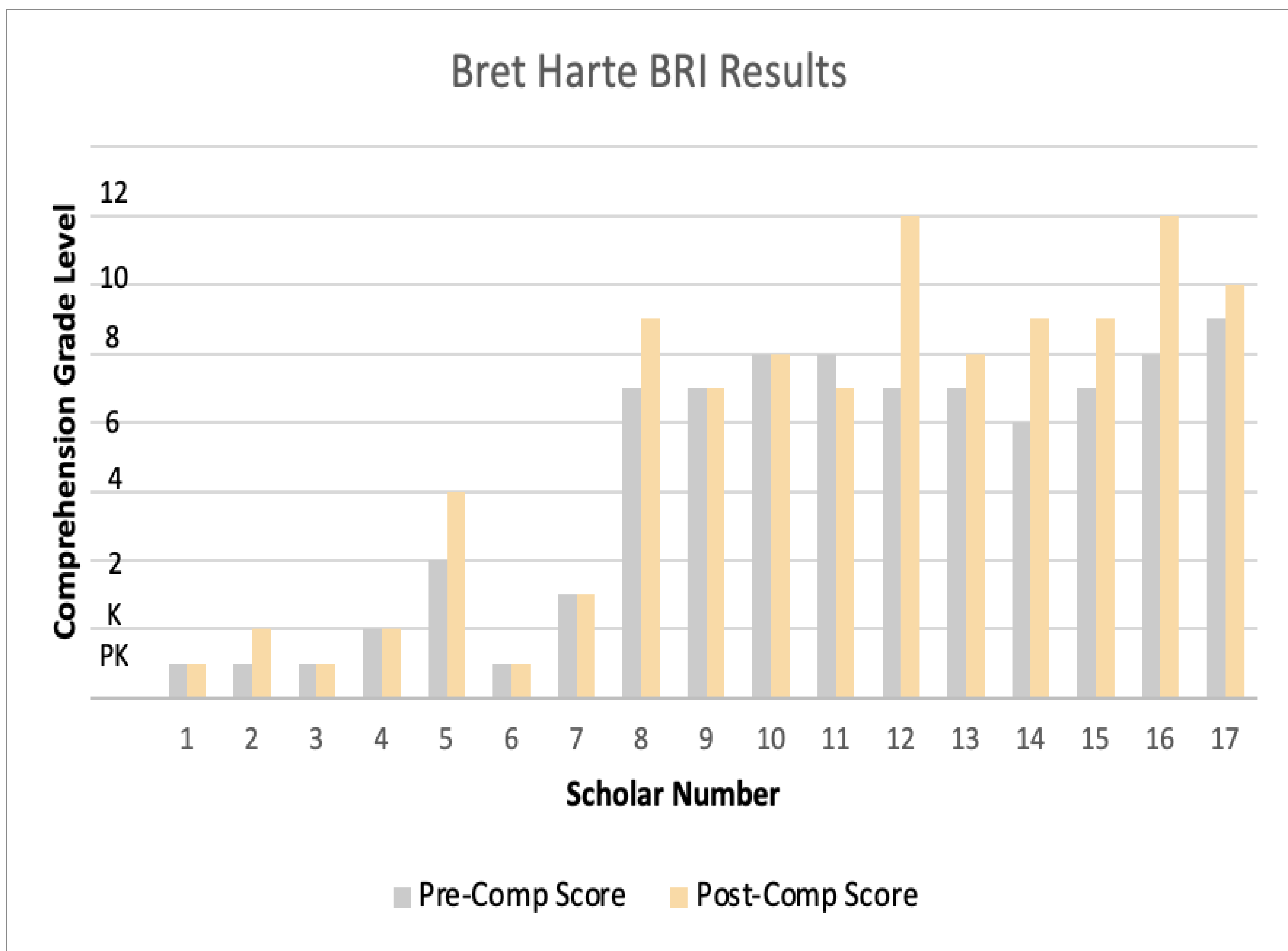
Survey Indicator	Baseline	Post-Program	Change
I feel proud of myself.	89%	92%	+3%
I am comfortable expressing my opinions about what I think is fair.	78%	93%	+5%
I know how to show respect to my friends.	95%	97%	+2%
I know how to cooperate with others to solve problems.	83%	97%	+14%
I know how to solve problems without fighting.	83%	87%	+4%
I like sharing my thoughts about what I read.	67%	75%	+8%
I like reading.	83%	76%	-7%

Pre Survey: N = 18
Post Survey: N = 40

Bret Harte Middle School

Seventeen scholars participated in the pre and post BRI assessments. Analysis of pre and post BRI assessments reflected that **94% of scholars maintained or gained grade-level reading comprehension in comparison with their pre-assessment comprehension scores, with 53% (9 scholars) improving their scores.** Across all scholars assessed, reading comprehension improved by an average of 14 months, with scholars assessing 1 grade above their 2021-22 grade level, on average. The greatest gains were experienced by the Level III scholars (scholars 11-17 below), who averaged a gain of 2 grade levels across the scholars assessed. Figure 3 presents Bret Harte pre and post BRI results.

Figure 3. Bret Harte BRI Results



West Oakland Middle School

For the summer of 2022, the West Oakland Middle School (WOMS) program site served a total of 28 scholars across grades K-8. Approximately 56% (15) of the scholars were first time participants in the CDF-Oakland Freedom Schools® program.

Surveys were administered to scholars pre and post programming, with 17 scholars completing the pre-survey and 28 scholars completing the post-survey. A comparison of pre and post scholar surveys indicated positive gains in several significant measures. Overall, scholars indicated a positive experience in the WOMS program site, in the areas of self-esteem, confidence, motivation, empowerment, and joy of learning. Figure 4 reflects increases in affirmative responses ("Agree" or "Strongly Agree") to select statements, when comparing pre and post Scholar surveys for the 6-week program at West Oakland Middle School.

Figure 4. WOMS Pre and Post Scholar Survey Comparison

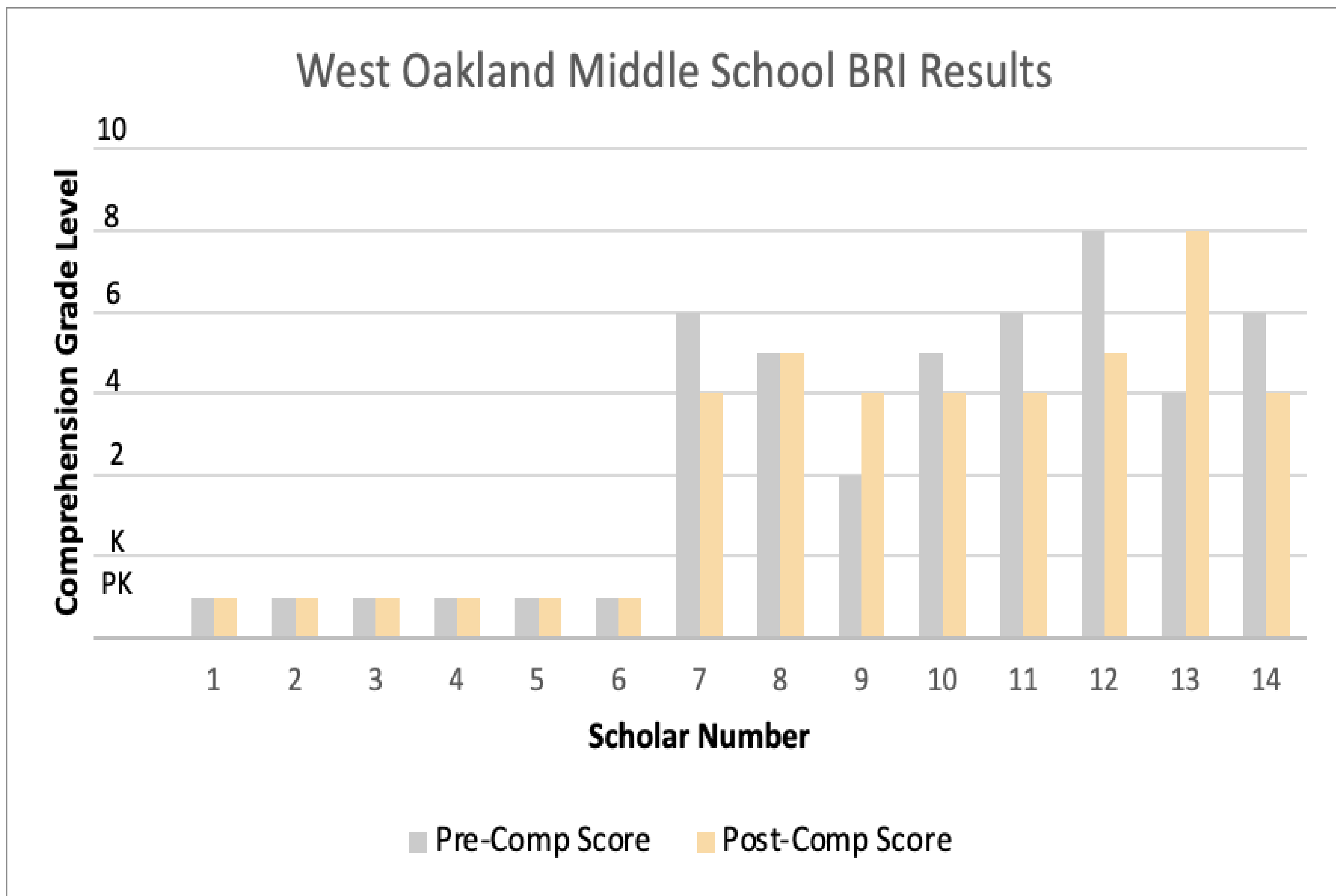
Survey Indicator	Baseline	Post-Program	Change
I feel proud of myself.	88%	93%	+5%
I am motivated to go to college.	81%	93%	+12%
I like reading.	52%	75%	+23%
I feel comfortable expressing my opinions about what I think is fair.	65%	92%	+27%
I am confident I'll achieve my goals.	94%	96%	+2%
I know how to keep safe at school.	88%	93%	+5%

Pre Survey: N = 17
Post Survey: N = 28

West Oakland Middle School

Fourteen scholars participated in both the pre and post BRI assessments. Analysis of pre and post BRI assessments reflected that **64% of scholars maintained or gained reading comprehension in comparison with pre-assessment scores, with two scholars (indicated as scholars 9 and 13 below) improving their scores by at least 2 grade levels.** All of the Level I scholars who participated in the BRI assessment (scholars 1-6), were assessed below grade level on the pre-assessment, and maintained their comprehension level on the post-assessment. Each of these scholars were within range of what is expected, given their academic grade levels (4 first graders and 1 kindergartener) for the 2021-22 year. This is significant and may indicate further impact of learning loss due to the COVID-19 pandemic, as scholars in first grade and below may have only had one year of in-person learning to date. Despite this, WOMS Level I scholars participating in the BRI maintained and did not regress in their reading comprehension scores over the course of the program. Figure 5 presents WOMS pre and post BRI results.

Figure 5. WOMS BRI Results



Program Impact: Parents and Caregivers

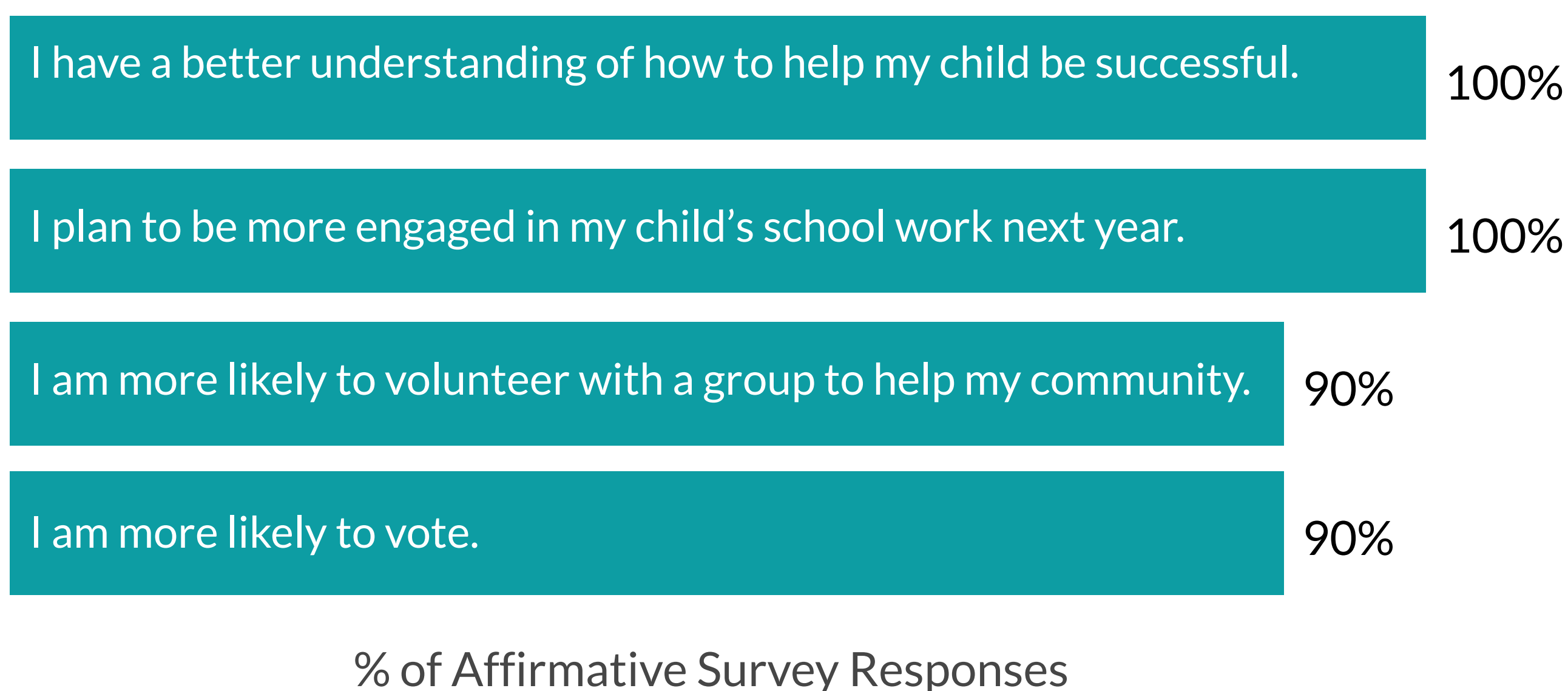
Parent/Caregiver feedback is a critical component of program assessment, as it provides an additional perspective on overall program impact. Twelve (12) parents/caregivers completed the post-program survey for Summer 2022. Figure 6 reflects affirmative responses ("Strongly Agree" or "Agree") to several survey indicators focused on program impact to their child, based on the following prompt: "As a result of my child/children's participation in CDF-Oakland Freedom Schools®..."

Figure 6. Parent/Caregiver Post-Program Survey Responses Related to Impact for Their Child



As parents and caregivers were also offered opportunity to engage in weekly workshops, the post-program survey also asked questions related to program impact on their own thoughts and beliefs. Figure 7 reflects affirmative responses ("Strongly Agree" or "Agree") to parent/family survey indicators, based on the following prompt: "How have you changed, as a result of your participation in CDF-Oakland Freedom Schools®?"

Figure 7. Parent/Caregiver Survey Responses Related to Impact for Themselves



OFS Scholars collaboratively cooking together

Program Impact: Staff

Positive gains experienced by Scholars and parents/caregivers can largely be attributed to the dedication and dynamic program facilitation of the Lincoln-OFS team, many whom return to the program each year. Each program site employs a Site Coordinator, and one classroom instructor (called Servant Leader Interns, or SLI's) for every ten Scholars. The 1:10 ratio allows for more individualized support for each Scholar, as well as adherence to COVID-19 safety guidelines.

During Summer 2022, Lincoln employed 12 staff to support CDF-Oakland Freedom Schools® programming. By intentionally recruiting from within the Oakland community, Lincoln Families creates a pipeline for young leaders of color toward careers in education, and provides engaging role models committed to children's advocacy and social justice.

A total of six (6) staff members responded to the staff survey, representing half or 50% of the team. 100% of staff respondents indicated affirmative responses ("Strongly Agree" or "Agree") to the survey prompts included below.

**"The scholars keep me motivated to be the best adult/role model I can be."
-OFS Staff**

Prompt: *As a result of my participation in CDF-Oakland Freedom Schools® as an SLI/Staff member this summer...*

I am more equipped to be a leader in my community.

I feel more confident that I can make a difference around me.

I feel more confident in expressing my opinions about community issues.

I feel prouder of myself.

I feel more confident to achieve my goals.

100%
Agreement



OFS Scholar engaged in an afternoon enrichment activity



Celebrating OFS

Considerations Moving Forward

Supporting Staff Wellness. *Nurturing skills and offering additional support necessary to succeed.*

The unique organizational offerings of Lincoln aligned to maintaining and improving the well-being of children, youth, and their families readily positions Lincoln to extend its services to support a culture of staff wellness as an integrated component of its CDF Freedom Schools® approach. Consider the integration of formal processes (e.g., staff accessibility to healing or clinical practitioners, etc.) and informal practices (e.g. periodic 1:1 staff wellness check-ins, ongoing activities for staff to practice self-care, spaces designed to encourage wellness breaks, etc.) to promote the wellness of staff as an essential priority for an improved CDF Freedom Schools® experience overall.

Capacity-Building. *Strengthening their leadership skills while making a meaningful contribution to the lives of others.*

The summer months of CDF Freedom Schools® ongoing capacity-building throughout the length of the program, beyond the front-end national training provided by CDF or the localized training coordinated by Lincoln, to maintain a continuous improvement standard of quality. Optimize dedicated staff and Servant Leader Interns' daily, weekly, or other gatherings by integrating shared learning across-sites and between learning levels explicitly designed for continuous peer to peer learning. Consider designing the summer schedule to include an opportunity for veteran staff to observe new staff in the classroom and provide coaching strategies. Cross-site learning creates the opportunity to identify challenges as they occur, explore practices to assist in addressing challenges, and determine the staff's responsive support needs to enhance their knowledge acquisition and ultimately shape their pedagogical practices.

Creativity. *Ongoing exposure to energetic, responsible, and caring role models.*

Lincoln is consistent in its commitment to designing program offerings for young scholars and families beyond the regular school year when the community may need youth engagement opportunities the most. To advance the experiences and impact of scholars and staff alike, embrace an integrated practice of creativity to determine how to respond to scholar disengagement, or low moments. Creativity is solution-focused, promoting critical thinking, and can help make connections that better inform an understanding of disengaging behaviors or disinterest that can guide the development of more relevant and effective programming. By promoting creativity and exploring new ways to connect scholars to program offerings, Lincoln can continue to provide a meaningful, culturally relevant, and liberating learning enrichment summer experience.

Adaption to the Model. *Putting principles into action while maintaining integrity of the model.*

As reported in the CDF 2014 Freedom Schools Administrators Manual, the history of Freedom Schools sought "to support Black Mississippians in naming the reality of their lives and then in changing that reality." Juxtaposed to the lived experiences of young scholars, families, and the young adults serving as staff for the CDF Oakland Freedom Schools® in an era of COVID-19, a new tier of responsive practices is encouraged to better understand the needs of scholars. Consider integrating a scholar intake assessment during week one, facilitated by the SLI, to illuminate scholars' differentiated interests, knowledge strengths or gaps, and readiness for overall learning experiences during a summer of CDF Freedom Schools®. This will help inform responsive adaptations to the model as needed to ensure instruction and engagement is purposeful and supports the scholar where they are. Ultimately, any adaptation to the model should not comprise the model's integrity and only seek to better discover and support scholars' unlimited potential.

Evaluation and Assessment Team



Makai Beckham, Site Testing Manager

Makai currently serves as an Instructional Assistant with the San Juan Unified School District in Sacramento, CA, providing support to young Kindergarten scholars. He will be graduating in the Spring of 2023 with an Associates of Arts degree in Fire Technologies, with the hopes of serving his community as a firefighter.

Ijeoma Ononuju, Ph.D., Research Associate, Innovation Bridge

Dr. Ononuju holds a Ph.D. in Education with an emphasis in Language, Literacy, and Culture. A 2010-2011 McNair cohort scholar, Dr. Ononuju has a devotion to youth, families, and community. Born and raised in Vallejo, California, Dr. Ononuju continues to positively impact and inform educational experiences of young people through his research and service. Dr. Ononuju is currently Assistant Director of the Graduate School of Education at Touro University, California, and Assistant Professor at Northern Arizona University. He is also co-founder of BlackademX, a weekly podcast engaging educators across the nation in critical dialog about academic success for African American scholars.

bel Reyes, Ed.D., Executive Director, Innovation Bridge

Dr. Reyes has over a decade of experience working in close partnership with various community and youth-adult partnerships. She brings a host of facilitation skills and leadership in developing community and school partnerships. Dr. Reyes has extensive experience working with community-based organizations to strengthen their capacity to support young leaders, engage boards of directors/administrators, develop and implement strategic plans, design and implement effective leadership, and develop training in fundraising, staff development, program evaluation and planning. Born to immigrant parents from Guanajuato, México, and a mother herself, bel values the contributions that culture, language, and identity have on education and community.

Brit Irby, Associate Director, Innovation Bridge

Brit Irby has served the needs of youth, families, and communities for nearly two decades, in various capacities within K-12 and post-secondary education systems, and city leadership. She has been instrumental in developing and overseeing nationally recognized programs for youth, with extensive experience in expanded learning and intervention programming for youth of color. Ms. Irby currently serves as Associate Director for Innovation Bridge, where she provides consulting, training, strategic planning and various technical assistance services in partnership with school districts and non-profit organizations. She specializes in authentic community engagement, and coordination of collaborative partnerships that are meaningful and impactful toward improving outcomes for youth and families.

Vanessa Reyes, Program Coordinator, Innovation Bridge

Vanessa has a wide array of experience serving youth, families, and community members in various settings, including K-12 and post-secondary education. She has been essential in establishing various leadership community partnerships, including a school-community Women Empowering Women Collaborative, a virtual speaker series focused on educational equity and healing, and a cross-district summit for girls and gender-expansive identified youth. Vanessa currently serves as Program Coordinator for Innovation Bridge, where she provides leadership in implementing training, facilitation, and technical assistance support of community-engagement partnerships. Vanessa is a humble community servant who is intent on pouring back into communities that have so graciously poured into her.

Acknowledgements

Lincoln Families 2022 CDF-Oakland Freedom Schools® Summer is supported in collaboration with countless valuable partners, including The Children's Defense Fund, Oakland Unified School District, the City of Oakland's Fund for Children and Youth, community-based organizations, and Lincoln Families funding partners. Collaborative partners provide referral services, family or student direct service support, facility use, fiscal support and more.

Lincoln Families would also like to acknowledge our dedicated Oakland Freedom Schools® staff, volunteers, families, and most importantly, our brilliant and determined young Scholars.



STATEMENT OF QUALIFICATIONS

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. 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.

Lincoln Families provides 12 school- and community-based programs. School-based supports, after-school and summer enrichment, and teacher/school consultation improve outcomes in educational engagement and literacy. Lincoln has partnered with OUSD for decades, and has provided Oakland Freedom Schools on OUSD sites since 2012. Lincoln Families has a strong record of fiscal responsibility and accountability, and a healthy operating reserve to ensure our long-term sustainability.

Health, economic, and educational disparities disproportionately hurt communities of color and young people. Lincoln provides mental health services in schools and the community to help youth and families coping with trauma to succeed in school and career. Lincoln employs a trauma-informed approach in delivering educational engagement and literacy programs to close the opportunity gap for youth and level the educational playing field.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2021

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Kimberly Kleinman PHONE (A/C. No. Ext): 818.539.8619 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com	FAX (A/C. No): 818.539.8719
	INSURER(S) AFFORDING COVERAGE	
INSURED Lincoln 1266 14th Street Oakland, CA 94607	License#: 0726293 LINCCHI-01	INSURER A: Quality Comp Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1499579069

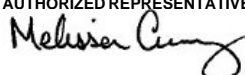
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0150550314	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attention: Risk Management 1000 Broadway, Suite 440 Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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RE: Quality Comp, Inc.—Self-Insured Workers’ Compensation Group

To Whom It May Concern:

As proof of workers’ compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the California Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers’ Compensation Insurance in the State of California (NAIC #15105). The company is rated “A++ Superior” Category “XV” by A.M. Best & Company.

Specific Excess Insurance

Excess Workers’ Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2022

Expiration: January 1, 2023

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Jacqueline Harris'.

Jacqueline Harris

Director of Underwriting

RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.
(a CA corporation)

THIS IS TO CERTIFY, That _____
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December, 2004


MARK T. JOHNSON
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA
DIRECTOR

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2.—Administration of Self-Insurance.



DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 14th of December 2021

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Rps Monument
255 Great Valley Pkwy, Ste 200
Malvern, Pa 19355

NUMBER : 4515 - 0054

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Lincoln

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : March 1, 2014

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Lyn Asio Booz

Lyn Asio Booz, Acting Chief

Christine Baker

Christine Baker, Director

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance



11/29/2022

Agency Letter of Agreement for OUSD RFP 22-129CSSS

To whom It may concern:

Please accept this Agency Letter of Agreement for RFP 22-129CSSS. **Lincoln Families is willing and able to perform the commitments contained in this RFP application, including, but not limited to, the following listed items:**

1. All Lincoln Families agency employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandated reporting.
2. ATI Numbers will appear on all invoices submitted to OUSD.
3. Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.
4. All staff related to this RFP proposal will meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate).
5. All designated staff supporting the intersession model will have first-aid, concussion, and be CPR certified.

Our proposed program, Oakland Freedom Schools is an Independent Model summer program, and will meet all requirements of the Independent Model.

Please contact me with any questions,

Allison Staulcup Becwar, President and CEO
Lincoln Families
126614th Street
Oakland, CA 94607
allisonbecwar@lincolnfamilies.org



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Amendment No. 1

Posted *November 10, 2022*

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 7, section D

Amended From: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **nonprofit organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider

Amended To: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **community based organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering,

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Allison S. Becwar 12/5/22
Signature Date

Allison S. Becwar, President & CEO
Print Name and Title

Lincoln
Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

Supporting Documents:
End

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

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


Facilities

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

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

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

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

Signature	
Date	12/5/22
Name and Title of Signatory	Allison S. Becwar, CEO
Name of Organization	Lincoln

SAMPLE PROGRAM SCHEDULE AND SUMMARY

OFS' six-week summer program will take place Mon-Fri, 8:00 am–5:30 pm, with breakfast, lunch, and snacks provided. Staff meet daily to debrief activities and share best practices. The Program Manager, with support from two Site Coordinators (one at each site), will finalize the curriculum and enrollment, starting seven weeks prior to the start of the program.

OFS Program Design and Services. Scholars receive 150 minutes of daily literacy instruction and are exposed to STEAM learning, community involvement, physical activities and educational field trips. OFS utilizes a culturally relevant Integrated Reading Curriculum (IRC), which boosts self-esteem and positive racial identity by featuring African centered themes of unity and the strength of community. The IRC aligns with the Common Core State Standards. The curriculum focuses on developing and enhancing students' ability to independently identify key ideas and themes, summarize main concepts and perform critical analysis.

Parent Drop-Off/Breakfast, M-F 8:00-8:30 am. All scholars are provided breakfast to start each day. Having access to nutritious meals ensures scholars more effectively engage in the curriculum and attend consistently.

Cultural Appreciation Activities M-Th 8:30-9 am. "Harambee!" a Swahili term meaning "let's pull together" integrates principles of unity and self-determination to heighten African-American children's sense of self and capacity. It uses motivational songs, read

alouds, thoughtful shout outs, and general announcements to gather staff and youth at the start of each day. We invite parents and school community members to attend Harambee time.

Academic Instruction M-Th 9 am-12 pm. Scholars read high-quality, culturally relevant fiction, non-fiction, and reference books. Each child takes home at least one new book each week. Books encourage children and adults to share the joy of reading together, and are developmentally appropriate, while encouraging community involvement and leadership. Curriculum time starts with a book list, authored by and about African-Americans, with weekly themes and activities designed to get scholars engaged and excited about reading. OFS provides site libraries for recreational reading, read alouds and research on history/community service projects. Every day from 11:45 am–12 pm, everyone participates in Drop Everything And Read (DEAR) time. DEAR time is a festive community activity that prioritizes and celebrates reading.

Enrichment Activities M-Th 1-3 pm and Special Events/Field Trips F 8:30 am-3 pm. After lunch, scholars are grouped into 4 enrichment strands: STEAM classes, poetry/writing workshops, youth leadership workshops, and physical fitness/wellness activities. These activities attract and retain youth throughout the summer, establish healthy habits, and provide fun, safe activities while also teaching discipline, teamwork, and conflict resolution. Activities culminate in weekly special events/field trips, and an end-of-summer showcase. Previous summer outings included field trips to Chabot Space and Science Center, Tilden Park and DeFremery Park.

Family Engagement Activities T/Th 9:30-11:00 am. OFS hosts weekly 90 minute parent engagement and education workshops (“Chat & Chews”); an average of 15 parents attend each meeting.

Drop-In Enrichment and Free Time During Pick-Up Hours M-Fri 3-5:30 PM We provide services daily in summer until 5:30 PM. Thus, after OFS’ structured activities conclude, we provide supervised pick-up time and drop-in enrichments and free choice reading time with staff.

Community Engagement. OFS prioritizes civic engagement through social action projects. These projects include, but are not limited to, town hall meetings, letter writing, campaigns to legislators, voter registration drives, food drives and peace rallies. We also host a Social Action Day and an annual DEAR Day at each site. At least 60 parents/community members will participate in DEAR Day.