

Board Office Use: Legislative File Info.	
File ID Number:	14-1188
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Lincoln Child Center of Oakland, CA

**Services for:** 131-LAUREL

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Lincoln Child Center, Oakland, CA, for the latter to provide: The counselor will support teachers with coaching and consultation in effective behavioral interventions, as well as coordinate the COST team and SST process. Counselor will have caseload of students to work with to support appropriate school behavior, peaceful conflict resolution and the development of social emotional skills. for the period of 09/02/2013 through 06/13/2014 in an amount not to exceed \$10,000.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

Counselor on contract with Lincoln Child Center will provide counseling support to Laurel students. Laurel has a significant group of students experiencing trauma and multiple factors that contribute to behavior issues.

**Discussion:**  
(QUANTIFY what is being purchased.)

The counselor will support teachers with coaching and consultation in effective behavioral interventions, as well as coordinate the COST team and SST process. Counselor will have caseload of students to work with to support appropriate school behavior, peaceful conflict resolution and the development of social emotional skills.

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**Fiscal Impact:** Funding resources below not to exceed \$10,000.00  
\$10,000.00 General Purpose-Unrestricted

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Lincoln Child Center  
(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/02/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/13/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed ten thousand Dollars (\$10,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by 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.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

**OUSD Representative:**

Name: JOHN STANGL  
Site /Dept.: 131-LAUREL  
Address: 3750 Brown Ave.  
Oakland, CA 94619  
Phone: 510-531-6868

**CONTRACTOR:**

Name: Allison S. Becwar  
Title: Officer (Executive)  
Address: 4368 Lincoln Avenue  
Oakland, CA 94602  
Phone: 510-531-3111

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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. CONTRACTOR 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 CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. 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.

Check one of the boxes below:

CONTRACTOR is 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 that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) 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.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **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, CONTRACTOR 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, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR 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.



Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR'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.

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

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/eplis/search.do)
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. 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.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 05/16/2014
[ ] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Allison S. Becwar 05/21/2014
Contractor eSignature Date

Allison S. Becwar, Officer (Executive)
Print Name, Title







***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 131-LAUREL**

**Principal / Department Head: JOHN STANGL**

**Contractor Name: Allison S. Becwar**

**Business Name: Lincoln Child Center**

**Contract Type: Standard**

**Anticipated Start Date: 09/02/2013**

**Contract End Date: 06/13/2014**

**Rate Type: FLAT**

**Contract Amount: \$10,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/15/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**



## LINCOLN CHILD CENTER

*Lincoln Child Center enables vulnerable and emotionally troubled children and their families to lead independent and fulfilling lives*

Lincoln Child Center was founded in 1883 as the region's first volunteer-run, non-sectarian, and integrated orphanage. As times and community needs evolved, Lincoln's commitment to vulnerable children remained strong. In 1951, Lincoln began serving abused, neglected and emotionally challenged children. Today, our primary goal is to end the cycle of poverty, community violence and mental health problems faced by child and families in the Bay Area. We focus many of our innovative programs on children and youth who experience significant traumas including physical or sexual abuse, pre-natal exposure to drugs and alcohol, domestic violence, or family instability resulting from poverty. Our work helps support families in keeping young people in school, and with family members while reducing the impact of these traumatic experiences.

Lincoln is a \$13.3 million dollar organization employing 166 staff within eleven community-based programs. Services are provided to children and youth in the educational, child welfare, behavioral health and juvenile justice systems. Community Based service sites are located in the cities of Oakland, Hayward and Pittsburg, California.

Across its programs, Lincoln serves approximately 4,000 youth and their families each year. Close to eighty percent of Lincoln's clients fall below the federal poverty line. Lincoln's goal is to address the needs of children before they drop out of school, enter foster care or reach juvenile detention. As a solution to community needs, Lincoln has designed programs that address trauma from community and family violence, generational poverty, the stigma for receiving mental health care and the limitations of a strained educational system.

### **Lincoln's current programs include:**

- *Kinship Support Services:* Kinship provides case management and support services to relative caregivers of youth whose biological parents are unable to care for them. Kinship serves 350 families through support groups, respite care, tutoring, recreational activities, educational advocacy and referral to legal, social services, medical and mental health services.
- *Conyes Academy:* The Conyes Academy, an integrated nonpublic school and day treatment program, serves 50 special education students who require intensive education and mental health services.
- *HOPE Program:* LCC's **H**elping **O**pen **P**athways to **E**ducation (HOPE) provides mental health, case management, consultation and early intervention services to elementary, middle and high schools across Alameda and Contra Costa Counties.

- *Project Permanence*: A Wraparound program creating permanent homes through intensive mental health case management, Project Permanence supports foster youth leaving group or foster care, and youth who are at high risk for out-of-home placement.
- *School-Engagement*: Using intensive mental health case management, this program engages families who have been brought to the Alameda County Parent Truancy Court, and helps each student and family develop the necessary supports and skills to ensure improvement in school attendance.
- *CEO Youth*: This program provides 20 youth, either in foster care or on probation, with mentoring and entrepreneurial skills development. At the same time, these youth then take their new found skills and mentor younger students with the goals of improving school attendance and academic success. .
- *Therapeutic Behavioral Services*: TBS provides intensive mental health intervention for youth who are at risk of placement failure, providing applied behavior analysis techniques to reduce high-risk behaviors.
- *Families Together*: A family education program providing parents with specific skills to improve parenting and relationship building techniques while, which in-turn helps develop some long-term support networks.
- *EXCEL*: This program provides special education and individualized behavioral interventions that support students' Individual Education Plan (IEP) goals and improve educational outcomes.
- *Early Childhood Mental Health Consultation*: ECMHC supports early education teachers through consultation on early identification of mental health, developmental and social skills issues and appropriate interventions.
- *Training Institute*: LCC's Training Institute serves the Alameda County community by providing a menu of ongoing trainings related to social justice, behavioral health, education, child welfare and general health.

Lincoln is a certified Medi-Cal provider and has extensive experience in managing complex programs, and has an established infrastructure in place, including both operational and financial systems, which are enhanced on a regular basis. Lincoln is accredited by the National Council on Accreditation, certified by the California Department of Education and Alameda County Behavioral Healthcare, accredited by the California Alliance for Child and Family Services, and licensed by the State Department of Social Services.

Lincoln Child Center is accredited by the Council on Accreditation, the California Alliance of Child and Family Services and the California Department of Education.

Lincoln consistently receives high marks from involved youth, parents, and teachers. Lincoln regularly surveys clients to assess program goals. *In the school-based programs alone*, successes have a ripple effect, creating a safer school environment, strengthening family units, saving lives, and ultimately reducing some of the violence and despair that affects our communities. Lincoln provides a direct benefit to teachers and the entire student population by minimizing classroom distractions and improving the learning environment for all.

Lincoln stops unhealthy cycles of trauma by focusing children and families on making positive choices, providing tools that help families successfully navigate out of traumatic events, and helping the families overcome trauma's detrimental effects. In doing so, Lincoln keeps children in healthy and safe living situations and helps families avoid more intensive intervention.



