

Board Office Use: Legislative File Info.	
File ID Number	16-1684
Introduction Date	8/10/16
Enactment Number	16-1292
Enactment Date	8/10/16



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

To Board of Education  
From Antwan Wilson, Superintendent

Board Meeting Date  
(To be completed by  
Procurement)

Subject Professional Services Contract - Lincoln Child Center  
- 922/Community Schools and Student Services Dept (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Lincoln Child Center. Services to be primarily provided to 922/Community Schools and Student Services Dept for the period of 06/19/2016 through 08/19/2016.

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

OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. Lincoln Child Center will provide its Oakland Freedom School Summer Program for an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program. Summer Learning Program Hub: Roots International Academy

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of a Memorandum of Agreement between the District and Lincoln Child Center, Oakland, CA, for the latter to provide its Oakland Freedom School Summer Program to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Roots International Academy for the period of June 19, 2016 through August 19, 2016, in an amount not to exceed \$22,620.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Lincoln Child Center. Services to be primarily provided to 922/Community Schools and Student Services Dept for the period of 06/19/2016 through 08/19/2016.

**Fiscal Impact** Funding resource name (please spell out) 4124/21st CCLC Grant Core Funding  
not to exceed 22,620.00

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 16-1684

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Lincoln Child Center - Oakland Freedom Schools

**Contract Term:** Start Date: June 19, 2016 End Date: August 19, 2016

**Annual Cost:** \$ 22,620.00

**Approved by:** Julie McCalmont

**Is Vendor a local Oakland business?** Yes ☒ No ☐

**Why was this Vendor selected?**

This organization has demonstrated experience providing high quality youth development programming, including summer enrichment services, to Oakland students. This organization has worked closely in collaboration with the OUSD Expanded Learning Office to prepare for serving in the lead agency role for an OUSD summer hub. This organization has been successful in leveraging additional dollars and resources to operate a high quality summer program.

**Summarize the services this Vendor will be providing.**

The contractor will deliver at least 6 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. The contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services in the summer. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements. Summer Hub Site: Roots International Academy

**Was this contract competitively bid?** Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

The OUSD Expanded Learning Office disseminated a summer lead agency application to Oakland's community of after school and summer providers in December 2015. We reviewed applications and selected partners based on their experience and based on previous summer data regarding each organization's ability to run high quality programming and maintain strong attendance over the summer. We also reviewed each organization's capacity to leverage additional resources to augment contracted funds to run the summer program.



2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2015-2016

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 06/19/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 86,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 86,000, whichever is later. The work shall be completed no later than 08/19/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Two Thousand, Six Hundred Twenty Dollars (22,620.00) [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: N/A

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: N/A, which shall not exceed a total cost of \_\_\_\_\_.

**5. 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:



**OUSD Representative:**

Name: Julie McCalmont

Site /Dept.: 922/Community Schools and Student Services Dept

Address: 1000 Broadway, Suite 150

Oakland CA 94607

Phone: (510) 879-2709

Email: julie.mccalmont@ousd.org

**CONTRACTOR:**

Name: Enrico Hernandez

Title: Chief Financial Officer

Address: 1266 - 14th Street

Oakland CA 94607

Phone: 510-846-5402

Email: enricohernandez@lincolnfamilies.org

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 from OUSD's Risk Management.) 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.



13. **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, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD 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.
  15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. 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 CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works 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.
  16. **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 similar subsequent act from constituting a violation of the Agreement.
  17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
  18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
    1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
    2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
  20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
  21. **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 provided in this Agreement. 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.
  22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted



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.

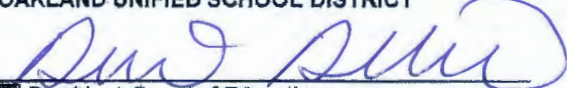
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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.sam.gov/>).
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.
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.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

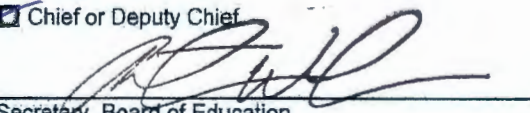
OAKLAND UNIFIED SCHOOL DISTRICT



☒ President, Board of Education

☒ Superintendent

☒ Chief or Deputy Chief

  
Secretary, Board of Education

CONTRACTOR

  
Contractor Signature

Enrico Hernandez

Chief Financial Officer

Print Name, Title

7/19/15

Form approved by OUSD General Counsel for 2015-16 FY

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

This contractor will work in partnership with the Title 1-funded morning summer school program in order to provide an additional three hours of afternoon enrichment, including STEM learning, physical activity, arts learning, and other summer learning opportunities for students. Program activities will be based on youth development best practices, and will be modeled after successful after school enrichment services provided by the contractor. Participating students will be able to experience a full day, 6 hour summer learning opportunity as a result of the partnership between the contractor and the morning summer school program. Specific summer program activities are outlined in the attached Summer Program Plan.

Summer Learning Program Hub: Roots International Academy



2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program offered in partnership with the school and community organization. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:  
(Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input type="checkbox"/> Full service community district                     |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

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



**OUSD Summer 2016 Lead Agency Summer Program Plan**

**Summer Hub:** Oakland Freedom Schools

(Submit to OUSD Expanded Learning Office by April 8th)

**SECTION 1: Summer Program Snapshot**

Lead Agency Name: Lincoln's Oakland Freedom Schools	Summer Hub Site: Roots International Academy	Target Summer Average Daily Attendance (ADA) Number: <b>60</b>	Grades Served: K-8
Hours of Operation (include hours for full six hour summer program): 8am-3pm	Type of Program (6 hour stand alone or A+B afternoon enrichment): <b>6-hour</b>	Program Dates: (note any program closure dates during this period 6/20/16-7/29/16 No school Monday, July 4th 2016	Total # of summer program days of operation: 29

**SECTION 2: Lead Agency Assurances**

Please review and initial each item and sign below.

☒ I understand that my program's goal is to achieve at least 85% of the above attendance target this summer. I understand that if my summer site falls below 85% of this attendance target by the end of the 1<sup>st</sup> week of the summer program, I will be required to submit an aggressive student recruitment and retention plan to the OUSD Expanded Learning Office, detailing my program's efforts to raise attendance numbers for the remainder of the summer.

☒ I understand that my agency's contracted summer funds are based on the above average daily attendance target number. My program will over-enroll appropriately to ensure that we reach this attendance target. I understand that if my program falls short of 85% of this attendance target by the end of the first week of 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.

☒ I understand that I am required to input my actual attendance numbers into the Cityspan attendance system **daily** during the summer program. I will cross check signatures on my daily sign in/out sheets with numbers inputted into Cityspan to ensure that the numbers match up and that Cityspan 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.

☒ I understand that I am required to submit single-sided hard 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 by the last day of my summer 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.

☒ I understand that OUSD's 21<sup>st</sup> Century 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.



☒ I confirm that my summer budget plan reflects my actual planned expenditures for my program. I will submit a required summer-end expenditure report to the OUSD Expanded Learning Office reporting on my agency's actual expenditures aligned to this budget plan. I understand that any discrepancy of over 10% between any line item in my budget plan and actual summer expenditures for that line item must be justified in my final expenditure report.

☒ I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 – 12:15 daily. My afternoon summer program will operate from approximately 12:15 – 3:15 daily. All students must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.

☒ If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four weeks of my summer program until 3:30 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four weeks, and beyond the hours of 3:30 pm daily.

☒ I understand OUSD Summer Programs are free programs. Summer Lead Agencies cannot charge a summer program fee to participating families for program costs or field trip costs.

Name and Signature of Summer Lead Agency Director: Eric Handy



### SECTION 3: Summer Calendar and Daily Schedule

- a) Please attach 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).
  - b) Please attach a copy of your daily schedule detailing your full 6 hour program. (Note: sites that are using the A+B model must include the morning academic program in the daily schedule you submit). Attached is an example.
- Please note that all programs under the A+B model will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 – 3:15.
  - Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

### SECTION 4: Summer Curriculum

Attach your summer program curriculum scope and sequence, outlining your curriculum objectives and planned program activities.

Please note that all programs under the A+B model should plan to provide daily hands-on academics (ie. STEM), enrichment, physical activity, and community building activities.

### SECTION 5: Summer Program Recruitment and Retention Strategies and Timeline

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

- a) Describe how you will work with school leaders and after school providers at your summer hub and feeder schools to recruit students for summer programming. Please note that summer programs are required to hit at least 85% of their attendance target. Programs should appropriately over-

enroll to ensure that the target average daily attendance number is reached.

- b) What strategies will you use to retain students over the summer to ensure that your attendance numbers stay high. Please note that we highly recommend that programs maintain a waitlist so that students who do not show up after the first week of program can be immediately replaced.

OFS currently operates at Frick Middle School and West Oakland Middle School (WOMS). In 2016, we propose to operate OFS at WOMS, Roots International Academy (middle school), and Claremont Middle School. We will also recruit from WOMS, Roots, and Claremont feeder elementary schools. In OFS, youth receive 150 minutes of daily literacy instruction and are exposed to a range of STEM learning, community involvement, and physical activities, and educational field trips. OFS offers a culturally relevant Integrated Reading Curriculum and programming.

**SECTION 6: Summer Line Staff Information (if 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.

Summer staff must meet the minimum staff qualifications according to the 21<sup>st</sup> Century 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

**Important Note:** Summer program staff in A+B programs will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff should be hired no later than May 8.

Program Staff Name	Email	Current After School Site where he/she works	Summer teaching assignment(s) (grade & subject, if known)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in

Revised: 11/4/15

Signature of Summer Lead Agency Director: \_\_\_\_\_

Signature of Hub Site Principal: \_\_\_\_\_



## Letter of Agreement for Oakland Freedom Schools and Roots International Academy

This Letter of Agreement establishes the intention of Lincoln's Oakland Freedom Schools (OFS) and OUSD's Roots International Academy to work together for summer programming.

OFS is a six week literacy based academic and enrichment summer program designed to to build strong, literate, and empowered scholars and youth, help youth appreciate and celebrate their own history and cultures; foster a love of reading; prevent summer learning loss; and deepen leadership skills and connections to the community. OFS has served hundreds of Oakland children and families since 1992. Lincoln has operated OFS since 2012, in partnership with the Children's Defense Fund (CDF).

*For OFS programming in summer 2016:*

### Lincoln will fulfill the following responsibilities:

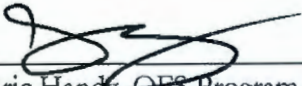
- Provide overall management and supervision of the OFS program, for 6 weeks June 20<sup>th</sup> – July 29<sup>th</sup> 2016, serving 60 youth between the ages of 5 and 14.
- Manage all pre-summer planning and training, including monitoring expenses.
- Contract janitorial & food services (breakfast & lunch) for the 6 weeks of programming at the school (through use of OUSD Civic Center Act Permit).

### Roots International Academy will fulfill the following responsibilities:

- Provide facility that will host one OFS site for six weeks, including time for site set-up (Friday, June 17<sup>th</sup> 12pm-4pm & Saturday, June 18<sup>th</sup> 10am – 2pm) prior to the program and clean-up.
- Assign rooms and spaces for OFS to operate including but not limited to classrooms, a secure OFS office, a room to serve food (cafeteria preferably), a room to conduct Harambee, the morning ritual (gym preferably).

### JOINT RESPONSIBILITIES

- Both Lincoln and Roots International Academy agree to meet regularly to coordinate services.

  
\_\_\_\_\_  
Lincoln, Eric Handy, OFS Program Supervisor

3/18/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Roots International Academy, Geoff Vu, Principal

3/18/16  
\_\_\_\_\_  
Date

## Summer Supplemental Budget

### 21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04.2015

Site Name:	Roots International Academy		
Site #:	3		
Lead Agency	Lincoln's Oakland Freedom School		
# of summer students (ADA)	60		
# of summer program days	29		
Total 21st CCLC Grant Funds	22,620	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
<b>TOTAL CONTRACTED FUNDS</b>		22,620	
<b>BOOKS AND SUPPLIES</b>			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$600	\$600
4310	Curriculum	\$2,500	\$2,500
5829	Field Trips (fees, supplies)	\$900	\$900
	Bus tickets for students		
	Rental bus for field trips		\$1,500
	Snacks	\$160	\$2,000
	Incentives		
	Family Night supplies		
	Total books and supplies	\$4,160	\$7,500
<b>CONTRACTED SERVICES</b>			
5825	Site Coordinator (list here if CBO staff)	\$4,000	\$4,000
5825	Academic instructors (# of staff X total hours X hourly rate, including prep and training time)	\$13,590	\$13,536
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)		
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits		
5825			
5825			
5825			
	Total services	\$17,590	\$17,536
<b>IN-KIND DIRECT SERVICES</b>			
	Total value of in-kind direct services		
<b>SUBTOTALS</b>			
	Subtotals DIRECT SERVICE	\$21,750	
	Allowable lead agency admin (at 4% of contracted funds or less)	\$870	
<b>TOTALS</b>			
	Total budgeted per column	\$22,620	
	BALANCE remaining to allocate		

Required Signatures for Budget Approval:

Lead Agency:		Date:	4/7/14
--------------	--	-------	--------

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.



I can make a Difference In My:	Monday	Tuesday	Wednesday	Thursday	Friday
Self June 20th-24th	Morning: IRC Afternoon Activity: Roots-Providers Claremont-OFS Staff WOMS-OFS Staff	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-Providers WOMS-OFS Staff	Morning: IRC Afternoon Activity: <b>Graduation Practice</b>	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-OFS Staff WOMS-Providers	<b>Carnival @Roots</b> Parent Drop off: 8:00am-8:30am Parent Pick up: 2:30pm-3:00pm
Family June 27th-July 1st	Morning: IRC Afternoon Activity: Roots-Providers Claremont-OFS Staff WOMS-OFS Staff	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-Providers WOMS-OFS Staff	Morning: IRC Afternoon Activity: <b>Graduation Practice</b>	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-OFS Staff WOMS-Providers	<b>Sky High Sports @Concord</b> Parent Drop off: 8:00am-8:30am Parent Pick up: 2:30pm-3:00pm
Community July 4th-8th	<b>NO SCHOOL HAPPY 4TH OF JULY!!!</b>	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-Providers WOMS-OFS Staff	Morning: IRC Afternoon Activity: <b>Graduation Practice</b> Class Picture Day (WOMS)	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-OFS Staff WOMS-Providers	<b>Health Fair @WOMS</b> Parent Drop off: 8:00am-8:30am Parent Pick up: 2:30pm-3:00pm <b>OFS Staff Dinner @Kingston II</b>
Country July 11th-15th	Morning: IRC Afternoon Activity: Roots-Providers Claremont-OFS Staff WOMS-OFS Staff	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-Providers WOMS-OFS Staff	Morning: IRC Afternoon Activity: <b>Graduation Practice</b> Class Picture Day (Claremont)	<b>Morning: D.E.A.R. Day</b> Afternoon Activity: Roots-OFS Staff Claremont-OFS Staff WOMS-Providers	<b>Hip-Hop Day Festival @Youth Uprising</b> Parent Drop off: 8:00am-8:30am Parent Pick up: 2:30pm-3:00pm
World July 18th-22nd ***Spirit Week***	Morning: IRC Afternoon Activity: Roots-Providers Claremont-OFS Staff WOMS-OFS Staff	Morning: IRC Afternoon Activity: <b>SOCIAL ACTION DAY</b>	Morning: IRC Afternoon Activity: <b>Graduation Practice</b> Class Picture Day (Roots)	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-OFS Staff WOMS-Providers	<b>San Francisco Zoo @SF</b> <b>Zoo Parent Drop off:</b> <b>8:00am-8:30am</b> <b>Parent Pick up:</b> <b>2:30pm-3:00pm</b>
w/Hope Education & Action July 25th-29th	Morning: IRC Afternoon Activity: Roots-Providers Claremont-OFS Staff WOMS-OFS Staff	Morning: IRC Afternoon Activity: Roots-OFS Staff Claremont-Providers WOMS-OFS Staff	Morning: IRC Afternoon Activity: <b>Graduation Practice</b> Classroom Clean-Up	Morning: Classroom Clean-Up <b>Graduation Practice</b> <b>Early Scholar Release:</b> <b>12:00-12:30pm</b> OFS Graduation: 6:00pm - 7:30pm	<b>OFS Fun Day @DeFermery Park</b> Parent Drop off: 8:00am-8:30am Parent Pick up: 2:30pm-3:00pm



**ACORD** <sup>TM</sup> **CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YR)  
2/24/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Heffernan Insurance Brokers  
1350 Carlback Avenue  
Walnut Creek, CA 94596  
CA License #0564249

**CONTACT**

NAME: Stacey Okimoto  
PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278  
EMAIL ADDRESS: StaceyO@heffins.com

**INSURED**

Lincoln  
1266 14<sup>th</sup> Street  
Oakland, CA 94607

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A:	Nonprofits Insurance Alliance of CA	524126
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR TR	TYPE OF INSURANCE				ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			X		201610668NPO	02/15/2016	02/15/2017	EACH OCCURRENCE	\$ 1,000,000			
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000			
	<input type="checkbox"/>									MED EXP (Any one person)	\$ 20,000			
	GEN'L AGGREGATE LIMIT APPLIES PER									PERSONAL & ADV INJURY	\$ 1,000,000			
	<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT						<input checked="" type="checkbox"/>	LOC	GENERAL AGGREGATE	\$ 1,000,000	
	<input type="checkbox"/>	OTHER								PRODUCTS - COMP/OP AGG	\$ 3,000,000			
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					201610668NPO	02/15/2016	02/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	<input checked="" type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$			
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$			
	<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>							PROPERTY DAMAGE (Per accident)	\$			
	<input type="checkbox"/>										\$			
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR			201610668UMB NPO	02/15/2016	02/15/2017	EACH OCCURRENCE	\$ 10,000,000			
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE						AGGREGATE	\$ 10,000,000			
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$10,000							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				N/A					<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH -ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)				E.L. EACH ACCIDENT						\$				
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE						\$				
				E.L. DISEASE - POLICY LIMIT						\$				
A	PROFESSIONAL LIABILITY						201610668NPO	02/15/2016	02/15/2017	EACH OCCURRENCE	\$ 1,000,000			
										AGGREGATE	\$ 3,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach 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**

Oakland Unified School District  
Attn: Risk Management  
900 High Street  
Oakland, CA 94601

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2016

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 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. LIC # 0726293  
505 N Brand Blvd, Suite 600  
Glendale CA 91203

**CONTACT NAME:** Kimberly Kleinman  
**PHONE (A/C, No, Ext):** 818-539-2300 **FAX (A/C, No):** 818-539-2301  
**E-MAIL ADDRESS:** Kimberly\_Kleinman@ajg.com

**INSURED**  
Lincoln  
1266 14th Street  
Oakland, CA 94607

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Quality Comp Inc	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

## COVERAGES

**CERTIFICATE NUMBER:** 1597967487

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			150550314	1/1/2016	1/1/2017	X PER STATUTE 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 Workers Compensation coverage only.

## CERTIFICATE HOLDER

Oakland Unified School District  
Attention: Risk Management  
1000 Broadway, Suite 440  
Oakland, CA 94607  
USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 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)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

**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:

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





**Administrative Offices**

1266 14th Street  
Oakland, CA 94607-2205

P. 510.273.4700

F. 510.530.8083

[LincolnFamilies.org](http://LincolnFamilies.org)

April 8, 2016

**RE: Employee Clearance Certification**

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

As such, I can attest that all of our employees who will be working in OUSD after school programs will have these clearances in place before they begin work on OUSD school sites.

If you need further information, please contact me directly at details below or any member of the Human Resources department would be happy to assist you by calling 510-273-4700.

Sincerely,

Crystal Smiley, SPHR  
Human Resources Director  
[crystalsmiley@lincolnfamilies.org](mailto:crystalsmiley@lincolnfamilies.org)



### ORGANIZATIONAL OVERVIEW

Lincoln's mission is to *disrupt the cycle of poverty and trauma, empowering children and families to build strong futures*. Our work remains rooted in the belief that ending the cycle of poverty depends upon providing accessible early and progressive intervention in the lives of children and youth, and supports to build engaged and effective families.

Today, Lincoln provides 15 programs to over 4,000 children, youth and families residing in Alameda and Contra Counties. The agency is headquartered in West Oakland, with regional offices in Hayward and Pittsburg and programming integrated in over 30 school and community-based sites in both counties.

Each year, Lincoln tracks nearly 150 goals set by programs. We are constantly gathering data and reviewing our results to ensure that children, youth, and their families stay on track toward the ultimate goals of higher education, stronger families, and greater well-being.

### CURRENT PROGRAMS AND ACTIVITIES

Lincoln provides a diverse array of wraparound programs and services for some of the Bay Area's most vulnerable populations. Ninety percent of families served have income levels at or below the poverty level; 49% are African American, 26% are Hispanic/ Latino, and 18% are White. Many of the youth and families we serve have been impacted by trauma ranging from substance abuse and racial inequities to domestic violence and high levels of crime.

Lincoln's approach is simple: provide accessible early and progressive intervention through a continuum of programs that evolve with each child throughout their school years, while delivering comprehensive services to build engaged and effective families.

The following is a brief description of each program, along with the number of participants served through the program:

**Education**—*Programs that address obstacles that impact academic attendance and achievement through mental health and case management services.*

- **Early Childhood Mental Health Consultation (ECMHC):** Lincoln provides parent and teacher consultation to build school readiness and social emotional skills to Child Development Centers (CDCs) through a partnership with the Oakland Fund for Children and Youth and the Oakland Unified School District. Through intentionally delivering Lincoln's early childhood mental health consultation in CDCs that are linked to elementary schools where we also provide services, we create critical hubs of support for our most under-resourced communities. The number of children, ages 3-6, impacted by Lincoln's ECMHC





program is approximately 695 children. Services include: general consultation, child specific consultation, program consultation, and referrals.

- **EXCEL:** Lincoln's EXCEL Program assists schools in addressing the individualized needs of students with both behavioral and educational challenges. The program includes two primary components: Intensive Counseling Enriched Classrooms (ICE) and 1-1 Mobile Special Educational Services. Using trauma- and evidence-informed practices, Lincoln's EXCEL ICE program collaborates with districts and charter schools to provide special education classrooms with integrated mental health services for children with emotional and behavioral challenges. The mobile component offers "Special Education on the Go" by providing specialized services to individual students at their school sites. Services include integrated mental health support; applied behavior analysis; psychological assessments; social skills development; and contract coordination. Annually, EXCEL impacts 150 children and youth, grades K-12, in the Pittsburg, Hayward, and Oakland school districts.
- **HOPE:** Lincoln's HOPE program provides culturally relevant student and school support through teacher consultation, individual student counseling, and school-wide climate interventions. The HOPE team provides supports at the schools, at all levels, including: in-class support, playground support, group therapy, individual therapy, family therapy, teacher consultation, incentive plans, crisis intervention, therapeutic summer programming, and community outings.
- **School Engagement Program (SEP):** The Support Engagement Program (SEP) provides support and assistance for children, youth, and families to reduce chronic truancy and improve attendance. Services provided are based on the family and youth's individual needs and may include assessment, plan development, family coaching, therapy, collateral services, and rehabilitation. Annually, nearly 90 children and youth, grades K-8, in Alameda County are impacted.
- **West Oakland Initiative:** West Oakland Initiative provides early intervention, intensive family coaching, and summer achievement gap programs, and engages parents as part of the team working in support of improving their student's attendance. The program includes a variety of specific services for students and families: continual case management support, using a "strengths-based" approach; academic support specifically around literacy and positive school behavior; parent empowerment workshops every Thursday of the month; free, automatic enrollment in Oakland Freedom School's six-week summer program at West Oakland Middle School; Drop Everything and Read (DEAR) Saturdays; and other educational supports, including culturally relevant books, school supplies, holiday/cultural celebrations, and field trips. In 2015, the West Oakland Initiative impacted 25 scholars, grades K-5, in four





West Oakland Elementary schools (Lafayette, PLACE @ Prescott, Martin Luther King Jr., and Hoover).

**Family**—*Programs to strengthen family stability and permanency through mental health and case management services.*

- **Intensive Home-Based Services/IHBS:** IHBS provides targeted intervention in the home and school for foster children and youth at risk of foster care placement. Teams of skilled and diverse IHBS staff work together with children and families to utilize their strengths and cultural experiences to drive their own individualized plan for success over a 9-12 month period. Utilizing evidence-based practices, Lincoln's team teaches and models caregiver strategies, and collaborates with services providers, school personnel, and other individuals identified by the family. Each year, nearly 70 children and youth, ages 3-21, in Contra Costa County are provided free services via IHBS.
- **Kinship:** Kinship Support Services addresses the unique needs of relative caregivers and child through providing resource assistance, support groups, and youth activities. Services include case management, needs assessment, service planning, information related to referrals and advocacy for housing and legal services, support groups for caregivers and for children, referrals for childcare and respite care, counseling, tutoring, support groups for caregivers and for children, educational seminars, among other supports. About 345 families access the free services of Lincoln's Kinship program each year.
- **Multi-Dimensional Family Therapy/MDFT:** Lincoln's MDFT program provides short-term intensive family and individual therapy and case management to families with youth, ages 11-19, who are struggling with both substance use and mental health challenges. Services include individual therapy with adolescents, individual parent session, family therapy, school meetings, probation meetings, vocational assistance for youth and parents, housing assistance, and linkage to resources as needed. Each year, the program supports 92 youth and their families throughout Contra Costa.
- **Project Permanence:** Lincoln's Project Permanence provides intensive home-based supports to children, youth, and families during transitions from foster care and probation back to their families. Our unique Project Permanence team includes community liaisons, family partners, and family specialists. Nearly 150 youth, ages 3-21, and their families in Alameda County benefit from the program.
- **Therapeutic Behavioral Services/TBS:** Therapeutic Behavioral Services provide targeted intervention for children and youth who are at risk of losing their home due to their behaviors. The short-term and behavior-focused services include: 30-day assessment period to determine if services are appropriate and deliverable; comprehensive functional





behavioral assessments; plan targeted to specific behaviors; delivery in locations where children experience the greatest problems; teaching and modeling of interventions to the home environment caregiver; ongoing collaboration with the primary mental health provider; and transition plan to sustain improvements and gains. Each year, about 45 children and youth, ages 3-21, and their families residing in Alameda County are provided TBS services.

- **Parenting with Love and Limits/PLL:** Lincoln provides Parenting with Love and Limits (PLL) program for families of youth struggling with severe emotional and behavioral issues to build skills for restoring healthy and strong relationships, and successful futures free from their current challenges. With a focus on evidence-based family education, skill-building, and therapy, the PLL program has proven effective in improving family communications, while also significantly reducing aggressive behaviors, depression, attention deficit disorder problems, substance use, and juvenile justice recidivism. The program serves 100 probation youth, ages 11-18, and their families in Alameda County.

**Well Being—Programs to improve resiliency and well being.**

- **CEO Youth:** Lincoln's CEO Youth program grows future leaders by providing entrepreneurship and life skills curriculum for youth with foster care and/or probation experience to ensure academic and workforce success. This Lincoln-facilitated high school program prepares students for the real world by helping them learn to apply entrepreneurship thinking to the workplace and create jobs that make their communities stronger. In 2015, the program impacted over 100 youth residing in Alameda County.
- **Freedom Schools:** Lincoln's OFS program is a six-week summer literacy and cultural enrichment program that prepares youth—called "scholars"—to make a difference in themselves, their families, and communities. Operating at sites with a high need in East and West Oakland, Lincoln serves 60-75 scholars per site, ages 5-16, with a 10:1 adult to youth ratio. OFS provides two healthy meals (breakfast and lunch), a snack, 150 minutes of academic literacy instruction, and weekly field trips. Annually, the program impacts 120-130 students residing in Oakland.
- **Family Resource Center/FRC:** The Family Resource Center, located on the joint campus of New Highland Academy and RISE Elementary School, provides a spectrum of services that propel families toward realizing their full potential. The primary goal of our FRC is to build on the strengths of families and develop their capacity for supporting the healthy development and educational objectives of their children. Ongoing classes, programs, and informal gatherings include: ESL and computer literacy classes, enrollment for medical coverage, community closet, community gardening, food give-away programs, Healing



Circles (a restorative justice program), walking club, parent and student book clubs, among several other services. Annually, the FRC impacts more than 220 New Highland-Rise youth and their families.

- **Mental Health 1<sup>st</sup> Aid:** Lincoln provides the Mental Health First Aid USA program to a variety of community organizations and institutions—from law enforcement and safety officials to school staff and families—to identify, understand, and respond to signs of mental illness and addictions. Trained Lincoln instructors, certified as Mental Health First Aid, deliver the interactive eight-hour training course, which introduces participants to risk factors, warning signs, and symptoms for a range of mental health programs and substance use disorders; builds participants' understanding of the impact and prevalence of the issue; and provides an overview of common support and resources.



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Lincoln\* Child\* Center\***  
**Record Status: Active**

**ENTITY** LINCOLN/LANCASTER COUNTY CHILD ADVOCACY CENTER, Status:Active  
INC.

DUNS: 146541193 +4: CAGE Code: 5J0H3 DoDAAC:

Expiration Date: Mar 17, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 5025 Garland St  
City: Lincoln State/Province: NEBRASKA  
ZIP Code: 68504-2904 Country: UNITED STATES

**ENTITY** Lincoln Child Center, Inc. Status:Active

DUNS: 074644360 +4: CAGE Code: 571P8 DoDAAC:

Expiration Date: Jan 14, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 1266 14TH ST  
City: OAKLAND State/Province: CALIFORNIA  
ZIP Code: 94607-2205 Country: UNITED STATES

**ENTITY** LINCOLN AND LANCASTER COUNTY CHILD GUIDANCE Status:Active  
CENTER, INC.

DUNS: 169871514 +4: CAGE Code: 37WD7 DoDAAC:

Expiration Date: Nov 17, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 2444 O ST  
City: LINCOLN State/Province: NEBRASKA  
ZIP Code: 68510-1125 Country: UNITED STATES

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2015-2016



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- ☒ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- ☒ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- ☒ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.org

## Contractor Information

Contractor Name	Lincoln Child Center	Agency's Contact	Enrico Hernandez
OUSD Vendor ID #	V018151	Title	Chief Financial Officer
Street Address	1266 - 14th Street	City	Oakland
Telephone	510-846-5402	State	CA
		Zip	94607
		Email (required)	enrichohernandez@lincolnfamilies.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	06/19/2016	Date work will end	08/19/2016	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4124	21st CCLC	9221872101	5825	\$ 22,620.00
			5825	
			5825	
Requisition No. (required)			Total Contract Amount	
			\$ 22,620.00	

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	(510) 879-2709
	Site/Department (Name & #)	922/Community Schools and Student Services Dept		Fax	(510) 879-4605
	Signature			Date Approved	6/19/16
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	6/19/16
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	7/19/16
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received			PO Number	