Board Office Use: **Legislative File Info.**	
File Number	16-1366
Introduction Date	6/22/2016
Enactment Number	16-1021
Enactment Date	6/22/16 *ON*

Memo

To	Board of Education
From	Antwan Wilson, Superintendent Hitesh Haria, Chief Operations Officer John Krull, Chief Technology Officer
Board Meeting Date	June 22, 2016
Subject	ONLINE PROFESSIONAL LEARNING PLATFORM

Action Requested

Approve Master Services Agreement and Statement of Work between Oakland Unified School District and Knowledge Delivery Systems, Inc. (KDS).

Background

OUSD is pursuing a new paradigm in adult learning for its staff. The combination of increased fiscal demands, diverse staff needs and available technologies have made this the right time to address professional learning using an individualized approach in a manner we strive for with our students.

Providing quality professional development opportunities using multiple modes of learning will offer staff the best resources to enable transforming their current role.

Through the use of an online professional learning platform (OPLP)

providing access to quality content, tracking and incentivizing staff to collaborate and continue their professional development, the pyramid will invert. As such, only new staff are in need of essential skills and the majority of staff are transforming their practice.

Discussion

This Master Services Agreement and Statement of Work outlines a 3-year agreement with investments of $354,230.00 for the first year, $308,730.00 year two, and $233,730.00 year three for a total investment of $896,690.00. Implementation of this system is expected to increase the amount of professional development offered and completed by all staff. It is expected to decrease professional development costs by lower costs for trainers and leaders, costs for substitutes, costs for travel and meals, and other costs. The system will also lower risk by hosting all compliance videos and tracking completion by all staff.

Recommendation

Approve Master Services Agreement and Statement of Work.

Fiscal Impact

$896,690.00 over 3-years. $198,730.00 annually from District-wide Licensing (9999994701) with remainder from Technology Services Unrestricted Data Processing (9869220201)

Attachments

Statement of Work KDS-OUSD (16-1)
KDS Master Service Agreement - OUSD v1
Service Level Agreement for SOW
OPLP - Proposal - KDS
OnlinePLP-RFP

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

Legislative File ID No. 16-1366

Department: Technology

Vendor Name: Knowledge Delivery Systems

Contract Term: Start Date: June 1, 2016   End Date: June 30, 2019

Annual Cost: $ 233,730.00

Approved by: John Krull, Jackie Minor

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Selection was based on advisor & user feedback, reference calls, additional questions after a thorough RFP process. KDS received the highest rating score of the top 3 vendors of over 20 submissions.

Summarize the services this Vendor will be providing.

KDS will provide an online professional development system housing courses, video, and other contents to allow all staff to register and complete professional development from a computer anytime, anywhere with an internet connection.

Was this contract competitively bid? Yes ☑ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

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 $86,000 (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

☐ **Technology** contracts

  ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $86,000 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**

Adverse Impact On Students and/or the District If Not Approved at the Level Requested	Students will not have as well trained staff
Number and Description of Staff Positions to be Created, where applicable	1 UAOS

MASTER SERVICES AGREEMENT
KNOWLEDGE DELIVERY SYSTEMS, INC.

This **Master Services Agreement** (this "Agreement") dated as of June 1, 2015 (the "Effective Date") is by and between Knowledge Delivery Systems, Inc., a Delaware corporation (together with its successors and assigns, "KDS") and Oakland Unified School District the "District" and, together with KDS, the "Parties" and each a "Party"). For good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. SERVICES, CONTENT & SOFTWARE: During the Term (as defined herein) and subject to the terms and conditions of this Agreement: (a) KDS hereby agrees to provide to the District and the District hereby agrees to purchase from KDS the implementation, customer support, project management and other services (collectively, the "Services") specified in the Statement of Work; and (b) KDS hereby agrees to grant a revocable, non-exclusive, non-transferable, non-sublicensable (except as provided herein) license to access and use: (i) KDS's course content and other materials (collectively, the "Content" or "Courses") and (ii) KDS's proprietary platform, website and tools, including but not limited to "eClassroom" (collectively, the "Software" and, together with the Content and the Services, the "Course Service"). The Course Service is provided solely for the internal use of District teachers and administrators. The initial Statement of Work ("SOW #1") is entered into simultaneously with the execution of this Agreement.

2. ADDITIONAL SERVICES: KDS and the District may, at any time during the Term, agree upon additional Services, Content and/or Software to be included by entering into additional Statements of Work. Each Statement of Work shall be numbered sequentially and shall be subject to the terms and conditions of this Agreement; provided, however, in the event of any inconsistency or conflict between the terms of this Agreement and terms in any Statement of Work, the terms of this Agreement shall govern and control. Statements of Work will specify a start date (a "Start Date") and an end date (an "End Date") for provision of the Course Service pursuant to such SOW and may specify additional terms related to the delivery of the Course Service pursuant to such SOW.

3. TERM: The Term of this Agreement shall commence on the Effective Date and shall terminate on the first anniversary of the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions of this Agreement. The District may renew this Agreement for renewal terms of one (1) year (each, a "Renewal Term" and, together with the Initial Term, the "Term") .

4. FEES & PAYMENT TERMS: In consideration for the Services and the license to access and use the Course Service pursuant to this Agreement, the District will pay to KDS the fees (which may include set-up fees, the "Fees") in the amounts and at the times set forth in the applicable Statement of Work. All Fees are non-refundable; provided, however, that if the District allocates a Course seat to a District User who does not commence the Course during the Term, the District may re-allocate such Course seat to another District User for the access as set forth in the applicable SOW or, if earlier, for access until the End Date of such SOW. Each Course seat may be utilized and/or accessed only by one individual at a time. The District shall pay for or reimburse KDS for out-of-pocket costs and expenses ("Expenses") directly incurred in the performance of this Agreement; provided, that travel and material out-of-pocket Expenses must be approved by the District in advance. Expenses will be billed in addition to the Fees at actual cost. Invoices shall be sent to the District at address set forth in the applicable Statement of Work.

5. TERMINATION: Either Party may terminate this Agreement upon one hundred twenty days (120) prior written notice, which termination shall be effective on the later of (i) the expiration of such one hundred twenty (120) day period and (ii) the latest End Date of any SOW then in effect, unless otherwise agreed. In addition, either Party may terminate this Agreement terminate if the other Party materially breaches this Agreement, which breach is not cured, if such breach is curable, within thirty (30) days after written notice. Upon termination, the District shall immediately pay to KDS any Fees and Expenses due but not yet paid, shall discontinue the use of the Course Service and return or destroy, as KDS determines, all copies of the Content and Software and all materials related thereto and all of KDS's Confidential Information in the possession of the District. Access to the Course Service will be de-activated upon termination of this Agreement and any District Content (as defined herein) that may be provided with the Course Service shall immediately be discontinued from the Course Service.

6. KDS INTELLECTUAL PROPERTY: KDS owns or licenses all intellectual property and proprietary rights in and to the Services, Content and Software, now or hereafter developed or provided, and any additions, corrections, fixes, enhancements, updates or other modifications thereto, if any, whether developed by KDS or any third party, including, without limitation, the eClassroom, together with all related materials, user tools, interfaces, report formats, data flow and look and feel, and all logos, trademarks, service marks and graphics used by KDS in connection with the Course Service. All rights to the Course Service, including,

without limitation, eClassroom, not expressly granted herein are reserved exclusively by KDS.

7. DISTRICT INTELLECTUAL PROPERTY: The District owns or licenses all intellectual property and proprietary rights in and to any District-authored courses, course-authoring tools or content libraries, such as proprietary video resources, transcripts, slides, quizzes and myriad assessments, that the District may create and deploy as part of an enterprise-level subscription to the Course Service ("District Content"), and hereby grants to KDS a license to provide all such District Content to District Users through the Course Service for the Term pursuant to the terms of this Agreement.

8. USE OF INTELLECTUAL PROPERTY; PERMISSIONS: Each Party hereby grants to the other Party for the Term of this Agreement a non-exclusive, non-transferable, royalty-free license, without the right to sublicense except as provided by this Agreement, to use the other Party's trademarks as necessary or appropriate to market or advertise the Course Service (and District Content, if applicable) as contemplated by this Agreement. The District grants permission to KDS to refer to the District as a customer of the Course Service on its website and in marketing materials.

9. LOG-IN INFORMATION: To access the Course Service through the Software during the Term, the District, and each individual user granted access to a Course through the allocation of a Course seat, shall be required to create and maintain a log-in ID and password ("Log-In Information"). The District shall disclose such Log-In Information only to the individual District user (each, a "District User") and authorized District personnel. In order to access the Course Service through the Software, the District hereby accepts, and each District User shall be required to accept, the KDS terms of service and privacy policy of the Course Service, as it may be amended from time to time. The District is solely responsible for all activity occurring under its Log-In Information. If, at any time during the Term, the District or District Users materially breach this Agreement or fail to pay Fees after receipt of an invoice, KDS reserves the right to restrict or deny access to the Course Service to District Users and/or the District by de-activating the Log-In Information.

10. INDEPENDENT CONTRACTORS: KDS and the District are independent contractors. Nothing contained in this Agreement shall be construed to create an employment, agency, joint venture or partnership between the parties. KDS shall determine the time, place, methods, details, and means of performing the Services under this Agreement in cooperation with the District. Each Party will assume full responsibility for payment of all employee related federal, state and local taxes imposed or required.

11. NONSOLICITATION: During the Term and for one (1) year thereafter, neither Party shall directly or indirectly, in any manner solicit, encourage, hire, cause to be hired, or enter into any employment arrangement with any person who is or was during the prior twelve (12) months an employee of the other Party.

12. FORCE MAJEURE: Neither Party will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction or act of government, or any other event beyond the reasonable control of that Party.

13. REPRESENTATIONS & WARRANTIES: Each Party represents and warrants to the other Party that: (i) such Party has the full corporate right, power and authority to enter into this Agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a Party or by which it is otherwise bound; (iii) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; (iv) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement; and (v) it will comply at its own expense with all federal, state, and local laws and regulations, applicable to such Party's performance of this Agreement. The District represents and warrants that neither the District nor District Users it shall (i) do anything to infringe upon, harm or take any action contrary to, or that would diminish or contest the validity of, any ownership rights in the Course Service; (ii) remove any copyright, trademark or patent notices that appear on any portion of the Course Service; (iii) copy, rent, lease, sublicense, distribute publicly, or create derivative works based on the Course Service or otherwise commercially exploit the Course Service; and/or (iv) reverse engineer, decompile, disassemble or otherwise reproduce the Course Service. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, KDS EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, TO ANY PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

14. LIMITATION OF LIABILITY: In no event shall either Party or its officers, directors, employees, licensors, agents or affiliates be responsible or liable to the other Party or any third party for any indirect, special, incidental, exemplary, punitive or consequential damages of any kind arising from or in connection with this Agreement or the Course Service provided hereby, even if foreseeable or if the Party had been informed of the possibility thereof and regardless of whether any remedy set forth herein fails its essential purpose. KDS's obligation to pay any damages will be limited to, and will not exceed, the aggregate amount of Fees actually paid to KDS by the District pursuant to this Agreement during the most recent twelve (12) month period.

15. CONFIDENTIALITY: The terms of this Agreement and information concerning each Party's business affairs, personal data, products, software, research, inventions, processes, designs, marketing and technical information, finances, methods of operation, documentation (including, in the case of KDS, its training materials and user guides), and other such information, whether written or oral, (collectively, the "Confidential Information"), is confidential and proprietary information and will not, unless required by law or legal process, be disclosed by either Party without the prior written consent of the other party except as specifically contemplated in furtherance of the performance of this Agreement. Confidential Information disclosed under this Agreement shall remain the property of the disclosing Party, and no such disclosure shall be deemed to grant to the receiving Party any right, title or interest in such Confidential Information. The Parties agree that any material breach or attempted or threatened breach of this Section could result in irreparable injury to the other Party for which there would be no adequate remedy at law and the Parties consent to injunctive or other appropriate equitable relief, without the necessity of posting a bond or other security in connection therewith. Each Party further acknowledges, however, that the other Party shall have the right to seek a remedy at law as well as or in lieu of equitable relief in the event of any breach of this Section.

16. EQUAL OPPORTUNITY WORKPLACE. In performing this Agreement, the Parties shall not discriminate against any employee, applicant for employment or other person because of race, color, religion, gender, sexual orientation, national origin, disability, handicap, veteran status, age or ancestry. The Parties will take affirmative steps to ensure that applicants are treated during their application process and employees during their employment without regard to race, color, religion, gender, sexual orientation, national origin, disability, handicap, veteran status, age or ancestry.

17. APPLICABLE LAW: This Agreement shall be governed, construed under and enforced in accordance with the laws of the State of New York. Each Party submits to the jurisdiction and any dispute arising in connection herewith shall be brought exclusively in the state and federal courts located in New York County.

18. NO ASSIGNMENT: Neither Party may assign or otherwise transfer this Agreement or any right or delegate any obligation hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, KDS may assign this Agreement in its entirety without consent to any purchaser of all or substantially all of KDS's stock or assets or the portion of KDS's assets that relate primarily to this Agreement. Any purported assignment in violation of this Section shall be void and without effect.

19. NO THIRD-PARTY BENEFICIARIES. No provision of this Agreement shall in any way inure to the benefit of any third person (including a District User) so as to constitute any such person a third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto

20. AMENDMENTS: Neither this Agreement nor any Statement of Work may be altered or amended except in a written amendment executed by an authorized representative of each Party.

21. SEVERABILITY. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

22. WAIVER: The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

23. SURVIVAL: Sections 4, 6, 7, 14, and 15 to 25 (and any other provision that by definition survives termination of this Agreement) shall survive termination or expiration of this Agreement.
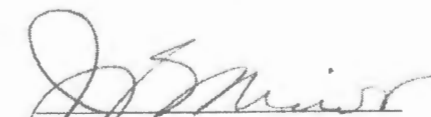
24. ENTIRE AGREEMENT: This Agreement (and together with Statements of Work and Terms of Service and Privacy Policy) constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements,

negotiations, commitments and writings with respect to such subject matter.

25. EXECUTION: This Agreement (and any Statement of Work) may be executed by facsimile or electronic delivery in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date set forth above.

Jacqueline Minor, General Counsel

KNOWLEDGE DELIVERY SYSTEMS, INC.

By: _____

Name: **Alvin Crawford**

Title: **CEO**

Oakland Unified School District

_____
James Harris
President,

_____
Antwan Wilson
Superintendent and Secretary

Approved As to Form

Statement of Work

This Statement of Work (this "SOW # 16-1 is entered into between Knowledge Delivery Systems, Inc. ("KDS") and Oakland Unified School District, the "District") pursuant to that certain Master Services Agreement between KDS and the District, dated June 1, 2016 ("Agreement"). Upon execution, the terms and conditions set forth in this SOW shall become binding obligations between KDS and the District. Capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

Course Service; Fees

Cost Area	Cost	Notes
START UP COSTS (Year 1)		**13 month contract June 1 2016 – June 30, 2017**
Yr.1 License Fees		
PLP for Certificated Staff (Includes acess to SafeSchools (compliance courses) and over 5000 other instructional resources	$ 126,150.00	**$50 per license - estimating 2523 full time certificated staff. KDS offers up to 180 licenses over the contracted amount at no charge. KDS reserves the right to audit OUSD usage on a monthly basis for subscription overages, and charge accordingly.**
Discounted subs and part time	$ 26,875.00	**$25 per license - estimating 1075 part-time and subs**
PLP for Classified Staff (Includes access to SafeSchools (compliance courses)	$ 45,705.00	**$15 per license - estimating 3045 classified staff. KDS offers up to 180 licenses over the contracted amount at no charge. KDS reserves the right to audit OUSD usage on a monthly basis for subscription overages, and charge accordingly.**
Implementation Costs		
Initial Training		
- KDS Services	$ 20,000.00	**Initial Planning and Communication support. Initial support with logistics, calendaring and reporting, Coordination of enrollment data and technical liaising on-site with OUSD tech Contacts. Initial support with teacher participation data and adoption metrics. Data collection, analytics, reporting and program evaluation.**
- Onsite Training	$ 15,000.00	**3 days @ $5000 per day**
- Remote Training	$ 10,500.00	**7 webinars @ $1500 per webinar**
Systems amd Content Integration	$ 35,000.00	**• KDS will automate an FTP upload process for staff directory data (inserts and changes) • KDS will configure PLP's Google Integration • KDS estimates one-week to import or federate into OUSD content repositories • This estimate can change based on content location, content size, and content amount • KDS pricing includes an overall district content storage equivalent to 1GB per user. In excess of that amount, KDS reserves the right to charge**

		incremental storage costs for external content storage. These costs do not include external storage owned or maintained by OUSD.
Consultant Fees	$ 75,000.00	Annual cost for 1/2 FTE project manager embedded at OUSD
TOTAL START-UP COSTS	$ 354,230.00	
FIXED ANNUAL COSTS (Year 2)		
Annual License Fees		
PLP for Certificated Staff (Includes access to SafeSchools (compliance courses) and over 5000 other instructional resources	$ 126,150.00	$50 per license - estimating 3587 certificated staff. KDS offers up to 180 licenses over the contracted amount at no charge. KDS reserves the right to audit OUSD usage on a monthly basis for subscription overages, and charge accordingly.
Discounted subs and part time	$ 26,875.00	$25 per license - estimating 1075 part-time and subs
PLP for Classified Staff (Includes access to SafeSchools (compliance courses)	$ 45,705.00	$15 per license - estimating 3045 classified staff. KDS offers up to 180 licenses over the contracted amount at no charge. KDS reserves the right to audit OUSD usage on a monthly basis for subscription overages, and charge accordingly.
System Support and Maintenance	$ 5,000.00	Maintenance of Identity, integration, and Access Management
Program and Implementation Support	$ 30,000.00	Ongoing support with logistics, calendaring and reporting, maintenance and upkeep of enrollment data and technical liaising on-site with OUSD tech Contacts. Ongoing support with teacher participation data and adoption metrics. Data collection, analytics, reporting and program evaluation.

Consultant Fees	$	75,000.00	Annual cost for 1/2 FTE project manager embedded at OUSD
TOTAL FIXED ANNUAL COSTS	$	308,730.00	
FIXED ANNUAL COSTS (Year 3)			
Annual License Fees			
PLP for Certificated Staff (Includes access to SafeSchools (compliance courses) and over 5000 other instructional resources	$	126,150.00	$50 per license - estimating 2523 certificated staff. KDS reserves the right to audit OUSD usage on a monthly basis for subscription overages, and charge accordingly.
Discounted subs and part time	$	26,875.00	$25 per license - estimating 1075 part-time and subs
PLP for Classified Staff (Includes access to SafeSchools (compliance courses)	$	45,705.00	$15 per license - estimating 3045 classified staff. KDS reserves the right to audit OUSD usage on a monthly basis for subscription overages, and charge accordingly.
System Support and Maintenance	$	5,000.00	Maintenance of Identity, integration, and Access Management
Program and Implementation Support	$	30,000.00	Ongoing support with logistics, calendaring and reporting, maintenance and upkeep of enrollment data and technical liaising on-site with OUSD tech Contacts. Ongoing support with teacher participation data and adoption metrics. Data collection, analytics, reporting and program evaluation.
Consultant Fees	$	-	Annual cost for 1/2 FTE project manager embedded at OUSD
TOTAL FIXED ANNUAL COSTS	$	233,730.00	
GRAND TOTAL 3 YEARS	$	896,690.00	

Additional Content Option :		
Battelle For Kids (FIP modules)	$ -	$27 per license - estimating 3587 certified staff
ADDITIONAL SUPPORT OPTIONS		
Professional Development/Training		
- In Person Training	$ -	$5000 per day
- Online Live Training	$ -	$1500 per webinar
- Online Recorded Training	$ -	All live training will be recorded and made available for all participants
Online KDS Course Seats	$ -	$455 per KDS course seat includes an online KDS coach
Content Integration	$ -	$185 Hourly Rate. Scope based on time and materials.
Custom Enhancement Fees	$ -	$185 Hourly Rate. Scope based on time and materials.
	tbd	Final variable costs depend on OUSD needs and options.

Statement of Work

Start Date for SOW: June 1, 2016
End Date for SOW: June 30, 2019

Process for Ordering Course Service
Following execution of this SOW, the District will create and deliver to KDS a signed Purchase Order for the Course Service set forth above.

Payment of Fees
The District shall pay KDS the Fees within thirty (30) days of receipt of an invoice from KDS. Invoices should be sent or emailed to: Oakland Unified School District Accounts Payable 1000 Broadway Suite 400 Oakland, CA 94607

Implementation Contacts:
For the District: Russ Ballati russ.ballati@ousd.org Telephone: (510) 918-4119
For KDS: Erin Walker ewalker@kdsi.org Telephone: (646) 395-6451

Billing Contacts:
For the District: Vanessa Brooks, vanessa.brooks@ousd.org Telephone: (510) 879-0757.
For KDS: Erin Walker ewalker@kdsi.org Telephone: (646) 395-6451

The parties have executed this SOW by their duly authorized officers as of the date first written above.
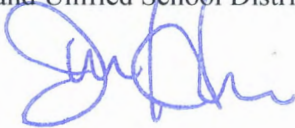
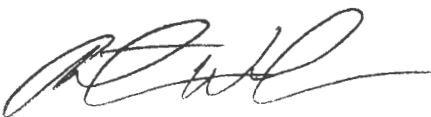Knowledge Delivery Systems, Inc.

By: _____
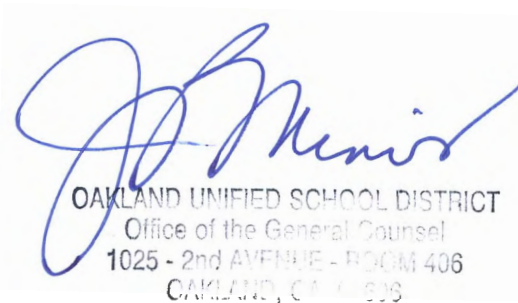
Name: _____

Title: _____

Oakland Unified School District

James Harris
President.

Antwan Wilson
Superintendent and Secretary

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
1025 - 2nd AVENUE - ROOM 406
OAKLAND, CA

File ID Number: 16-1366
Introduction Date: 6/22/2016
Enactment Number: 16-1021
Enactment Date: 6/22/2016
By:

Start Date for SOW: June 1, 2016
End Date for SOW: June 30, 2019

Process for Ordering Course Service
Following execution of this SOW, the District will create and deliver to KDS a signed Purchase Order for the Course Service set forth above.

Payment of Fees
The District shall pay KDS the Fees within thirty (30) days of receipt of an invoice from KDS. Invoices should be sent or emailed to: Oakland Unified School District Accounts Payable 1000 Broadway Suite 400 Oakland, CA 94607

Implementation Contacts:
For the District: Russ Ballati russ.ballati@ousd.org **Telephone: (510) 918-4119**
For KDS: Erin Walker ewalker@kdsi.org **Telephone: (646) 395-6451**

Billing Contacts:
For the District: Vanessa Brooks, vanessa.brooks@ousd.org Telephone: (510) 879-0757.
For KDS: Erin Walker ewalker@kdsi.org **Telephone: (646) 395-6451**

The parties have executed this SOW by their duly authorized officers as of the date first written above.
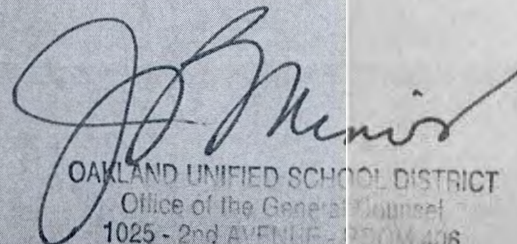
Knowledge Delivery Systems, Inc.

By: _____Alvin Crawford_____   5/25/2016

Name: _Alvin Crawford_____

Title: _CEO_____

Oakland Unified School District

_____
James Harris
President,

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
1025 - 2nd AVENUE - ROOM 406
OAKLAND, CA 94606

_____
Antwan Wilson
Superintendent and Secretary

SERVICE LEVEL AGREEMENT

KDS will provide the Service Levels as set forth in this Service Level Agreement (the "SLA"). Capitalized used herein and not defined have the meaning given to such terms in the Master Services Agreement and applicable Statement of Work.

1. **Service Level.** KDS will provide Availability 99.9% for the Course Service, subject to the terms and conditions of this Service Level Agreement. KDS will respond to reported or discovered Unavailability within two (2) hours of report or discovery and will respond to such Unavailability as set forth herein.

2. **Credit.** If 99.9% Availability is not attained in any Month, KDS will provide a credit (the "Credit") equal to ten percent (10%) of the Fees for such Month set forth in the applicable SOW with respect to the Content that is not Available. If 95% Availability is not attained in any Month, KDS will provide an additional credit (the "Additional Credit") equal to twenty percent (20%) of the Fees for such Month set forth in the applicable SOW with respect to the Content that is not Available. The Credit and Additional Credit, if applicable, will be payable by KDS only if the District contacted KDS regarding the Unavailability during the period of such Unavailability.

3. **Monitoring.** KDS will monitor the Course Service for correct operation, capacity and performance on a 7 x 24 x 365 basis. When a loss of functionality is detected by KDS, or reported by the District and verified by KDS, KDS will notify the District of the outage by email, and KDS personnel will use commercially reasonable best efforts to correct any failures and restore normal operation.

4. **Chronic Outages.** If KDS or the District determines that the District (including District Users) is experiencing chronic outages, then KDS shall, at its expense, investigate the nature of the recurring problem. KDS and the District's technical representatives will discuss the results of the investigation. If it is determined that such outages are due to KDS's failure, then KDS shall use commercially reasonable best efforts to repair, upgrade or otherwise change its operating environment and/or internet access to remedy such outages.

5. **Definitions.**

   "Allowed Emergency Downtime" means the aggregate number of hours in any Month, not to exceed five hours, (i) during which the Course Service is not Available during Scheduled Hours due to maintenance requirements that cannot be performed during Scheduled Maintenance and (ii) for which the District is provided at least forty-eight hours notice.

   "Actual Uptime" means the aggregate number of hours in any month during which the Course Service is Available for access and use by the District.

   "Available" means the Software (and the Content specified in the SOW) is available and accessible by the District for the use contemplated in the SOW.

"Availability" means the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours for the applicable Month, and multiplying the result by 100.

"Excusable Downtime" means the aggregate number of hours in any month during which the Course Service is not Available during Scheduled Hours due to (i) Scheduled Maintenance (not to exceed ten (10) hours per month), (ii) failure of the District's (or District User's) operating environment or internet access and (iii) Allowed Emergency Downtime.

"Month" means a calendar month, beginning 12:00 AM United States Eastern Time on the first day of such month and ending 11:59 PM on the last day of such month.

"Scheduled Hours" means the hours per day and the days per week that KDS has commits the Course Service to be Available. For purposes of this SLA, it is 24 hours a day, 7 days a week.

"Scheduled Maintenance" means regularly-scheduled periods for updating the Course Service to later releases, applying patches and fixes to the Course Service, and updating or otherwise maintaining, from time to time, the Course Service and related infrastructure as necessary, including KDS hardware and software infrastructure that supports the Course Service, using all commercially reasonable efforts to perform such maintenance during off-peak hours (12:00 AM to 6:00 AM Eastern Time).

"Unavailability" means any time when the Course Service is not Available for use and access by the District.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Oakland Unified School Online Professional Learning Platform
Request for Proposal (bid# 15-16/07)

I. IMPORTANT DATES

- 2/17/2016   RFP issued by OUSD
- 2/25/2016   Pre-bid Conference or Call-in Q&A (not required) - 11am PST - 1000 Broadway, Oakland Suite 440 OR 605-475-6333; access code: 8922592
- 2/26/2016   Last Day to submit email questions
- 3/1/2016   Last day for District to respond to email questions
- 3/4/2016   Applicant submissions due by 3:00pm
- 3/7/2016   Evaluation Begins
- 3/28/2016   Notice of Intent to Award
- 4/27/2016   Contract Approval by the OUSD Board of Education

II. INTRODUCTION

THE DISTRICT. The Oakland Unified School District ("OUSD" or the "District") educates approximately 37,000 students in the City of Oakland; there are 12,000 students in Oakland public charter schools and 18 charter schools are in District owned facilities. The District has 50 elementary schools (K-5), 5 elementary/middle schools (K-8), 14 middle schools (6-8), 3 middle/high schools (6-12), 6 comprehensive senior high schools (9-12), and 12 alternative/continuation schools. The District employs 4,360 staff, including certificated (credentialed teaching), classified (non-teaching) and management. The District's 2014-2015 Fiscal Year Budget was $551.9 Million, of which $423.6 Million was general funds. We encourage you to explore our website for more information about the District at: http://www.ousd.org and http://www.thrivingstudents.org.
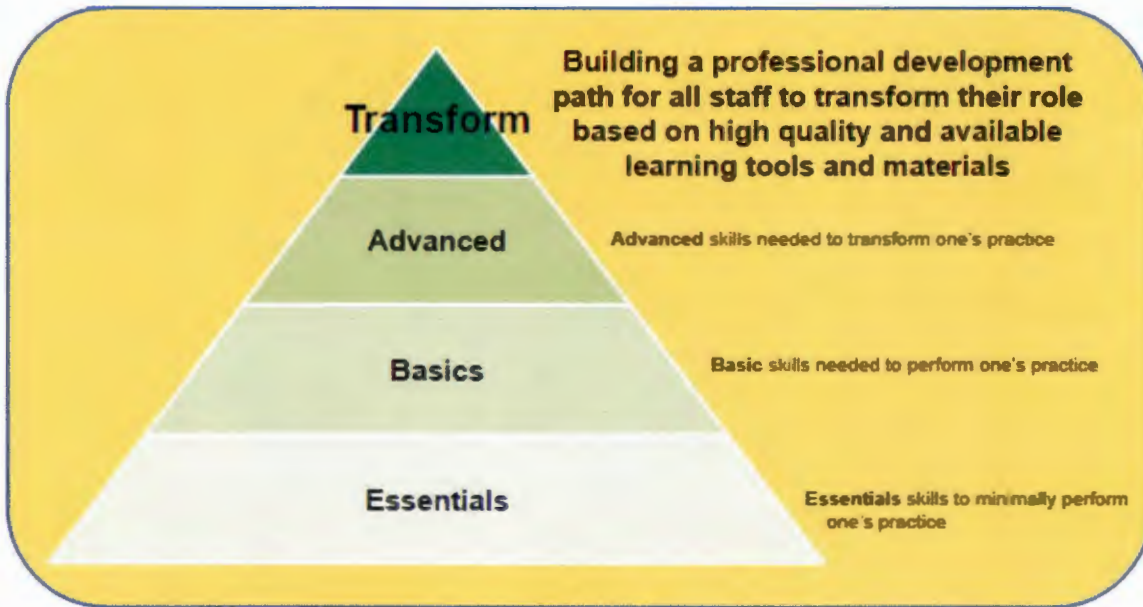
In November 2014, the District Board of Education approved the "Pathway to Excellence: 2015-2020" Strategic Plan as the District's roadmap for the next five years to ensure that all students find joy in their academic experience while graduating with the skills needed to succeed in college, career, and community. The strategic plan is rooted in our foundational principles of putting students first, equity, and integrity, and it clearly spells out our three core priorities: Effective Talent Programs, Accountable School District, and Quality Community Schools. One of the components of Accountable School District is "PERFORMANCE MANAGEMENT," including measuring the effectiveness of central services to ensure that student needs are put first and schools receive the support they need to be successful.

This RFP is for products and services that will enable the District to improve the delivery of training to school sites and Central Office Staff.
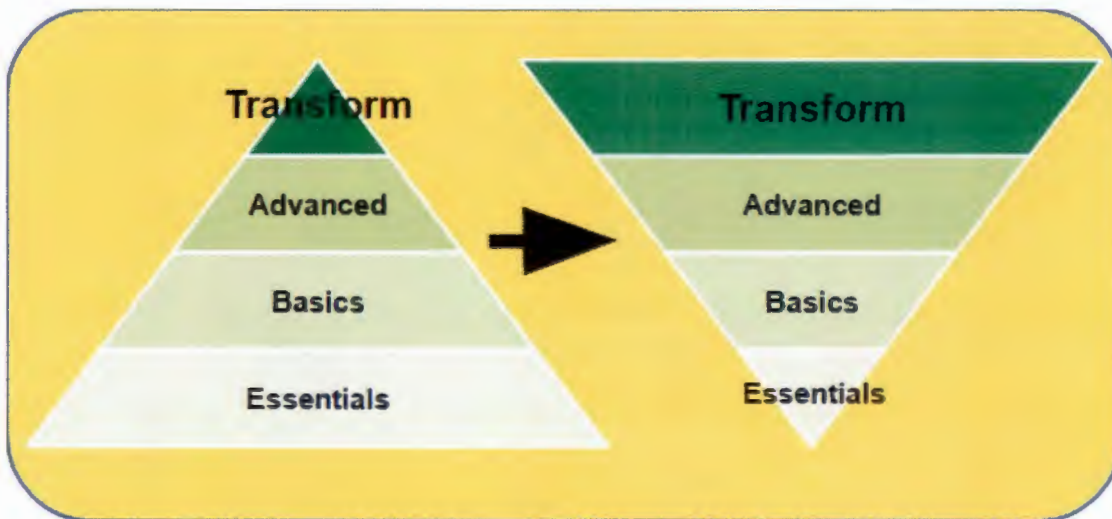
III. PROFESSIONAL LEARNING VISION

OUSD is pursuing a new paradigm in adult learning for its staff. The combination of increased fiscal demands, diverse staff needs and available technologies have made this the right time to address professional learning using an individualized approach in a manner we strive for with our students.

Providing quality professional development opportunities using multiple modes of learning will offer staff the best resources to enable transforming their current role.

Through the use of an online professional learning platform (OPLP) providing access to quality content, tracking and incentivizing staff to collaborate and continue their professional development, the pyramid will invert. As such, only new staff are in need of Essential skills and the majority of staff are transforming their practice.

IV.   FEATURES OF THE ONLINE PROFESSIONAL LEARNING SOLUTION

The District is requesting proposals from qualified firms to provide product solutions, implementation services, training and content in support of the following phased scope of work:

A.   Phase 1 - Professional Development Platform (6/1/2016)

- *Professional Learning Tool(s) Selection*
- *Content Management Platform* – Learning content platform including organization and access to learning materials
- *Some Existing OUSD Content* – Platform to include some pre-existing OUSD learning materials with an emphasis on recorded 'screencasts', powerpoints and videos
- *K-12 Education PD and Compliance Content* – Platform to include some 3rd party K-12 educator and employee compliance content (e.g. sexual harassment videos)
- *Course Tracking* – Professional learning stemming from the Online Professional Learning Platform are tracked

B.   Phase 2 – End-to-End Workflow (TBD)

- *Registration System Integration* - Integration with or replacement of the current professional learning registration and tracking system
- *All Professional Learning Materials Accessible via OPLP* – All pre-existing and incoming learning materials are accessed from the Online Professional Learning Platform
- *Incentive Program* – Badge or other incentive system offered for achieving set goals or course completion
- *Department Content Generation* – Ability and guidelines for departments to create materials and apply them to the OPLP
- *Content Management Enhanced* – Enhancements to the initial storage, search and collaboration capabilities
- *Online Course Development Tool* – Availability of a district supported course development tool and approach

V.   SCOPE OF WORK

This Request for Proposal is seeking solutions for the areas below. The areas are intentionally void of detail as the District is relying on vendors to propose solutions for the stated vision based on their expertise. Proposals are not required to solve each area of need; however, it is desirable to have as seamless a solution as possible. In the event one vendor cannot service all desired areas, a 'best-of-breed' approach may be selected. As such, vendors may offer partial solutions meeting their areas of specialty, partner with other providers or bid on its entirety.

Please use the **Products & Services Form** to record your responses to the following areas and sub-areas of the Scope of Work. Any additional areas or sub-areas that may enhance your proposal may be added accordingly within the form.

Area	Sub-Area	Solution Includes (y/n)	Description of Vendor Capabilities
Content Management Platform			
	Materials Storage		

	Access to Materials	
Compliance or Teacher Instructional Content		
	Compliance Content	
	Instruction Related Content	
	Other Content	
Course Management & Tracking		
	End-User Course Tracking	
	Integration w/HR Systems	
Content Development Tools		
	Course Playlists	
	Course Editing Tools	
	Content Vetting/Publishing	
Registration & Communication System		
	Blogging & Chatting	
	Registration or Integration w/Registration Systems	
Incentive Program Capabilities		
	Badge/Incentive Reward System	
	Accumulative Reward System	
Training		
	Onsite Training	
	Remote Training	
	Online Training	
	Documented Training	
	Tool Admin Training	
Security		
	Roles Based Security	
Maintenance & Support		
	End-User Support	
	Vendor Provided Support Model	
	OUSD Ongoing Support Needs	

VI. RESPONSE ELEMENTS & FORMAT

Please use the following format of sections A through G to complete your proposal:

A. Cover Sheet

Please prepare a cover sheet for your application. All information below must be included in your cover sheet:

1. Name and Mailing Address of Primary Contact.

2. Email and Telephone.

3. What qualifications does your firm have related to the K-12 education industry?

4. Are you currently working with OUSD? Have you worked with OUSD in past years? If so, please describe the products and services provided.

B. Products & Services

Please use the **Products & Services Form** for your response.

C. Implementation

Please propose a plan and schedule for the first phase of implementation (section IV.A – Professional Learning Platform). The first phase must be ready for summer professional development leading up to the new school year (6/1/2016).

D. Cost Breakdown

Please download or copy the **Cost Breakdown Sheet** to provide the following cost breakdown information in either Excel or Google Sheets.

Cost Area	Cost	Notes
START UP COSTS		
Yr.1 License Fees		
- <product 1>		
- <product 2>		
- <product 3>		
Implementation Costs		
Initial Training		
- Onsite Training		
- Remote Training		
- <other training>		
<other start-up costs>		
TOTAL START-UP COSTS		
FIXED ANNUAL COSTS		
Annual License Fees		
- <product 1>		
- <product 2>		
- <product 3>		
Vendor Support & Maintenance		
<other fixed annual costs>		
TOTAL FIXED ANNUAL COSTS		
VARIABLE ON-GOING COSTS		
Professional Development/Training		
- In Person Training		
- Online Live Training		
- Online Recorded Training		
- <other training>		
Consultant Fees		
Custom Enhancement Fees		
<Other Variable On-Going Costs>		

TOTAL VARIABLE ON-GOING COSTS	

E. Key Team Members (up to 2 pages total)

Please identify key staff members on the project team. Describe each team member's relevant experience and describe the role he or she would play in the project. Conclude this section with a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District's prior approval.

F. References

Please provide up to *five references* for clients or organizations for which the firm has performed similar work. Include the organization name, high level scope of work, and primary contact name, address, telephone number, and email.

G. Local, Small Local And Small Local Resident Business Enterprise Program

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation. The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org > Departments, Offices & Services Directory> Facilities Planning & Management Department > Bids and Requests for Proposals > Bidding Information > 2014 Amendment to Local Business Participation Policy.

The District is waiving the Policy for this RFP. However, the District expects each proposer to demonstrate support for the Policy by including in its Proposal some local business utilization.

VII. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

Criteria	Percentage Points
Experience and Qualifications	60%
Financial Stability and References	5%

Financial Offer	30%
- **Total cost of proposal**	
Local, Small Local and Small Local Resident Business Enterprise Program Utilization	5%
Total	100%

VIII. DEADLINE FOR PROPOSAL SUBMISSIONS & INSTRUCTIONS

To be considered respondents to this Request for Proposal must submit **nine (9) copies of their Proposal** (address below) as well as an electronic copy via email to OPLP-team-group@ousd.org **no later than 3:00pm on March 4, 2016.** The District highly encourages *early* submittal of proposals.

This request is not an offer by the District to contract with any party responding to this request. The District will provide its form of agreement to firm(s) that the District chooses to perform a specific project including the Proposed Project. Any award of a contract will be subject to the District's Board's approval.

Submittals received after the deadline may be considered non-responsive. All submittals become the property of the District.

Please send an original proposal and (9) copies to:

> Oakland Unified School District
> 1000 Broadway suite 440
> Oakland, CA 94607
> Attention: Manisha Patel

Please send an electronic version with attachments and/or links to: OPLP-team-group@ousd.org

IX. CONTRACT AWARD

The District reserves the right to contract with any entity responding to this RFP. The awarding of a contract is at the sole discretion of the District. The District may select a firm or firms based on the highest rated proposal and an interview without further discussion or interviews with other firms.

The firm selected will be expected to enter into a Products and Services Agreement with the District. The District shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

X. REJECTION AND WAIVERS OF PROPOSALS

This RFP does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The District reserves the right to accept or reject any or all proposals received; to negotiate with qualified proposer(s) or cancel the Request; and, to waive any minor irregularities and informalities in the proposal or proposal process.

XI.   COMPLIANCE WITH LAWS AND REGULATIONS

The successful Responder shall comply with federal, state and local laws, regulations, and Industry standards. The proposer shall also comply with the Drug Free Workplace Act requirements of California Government Code Sec. 8350 et seq.

XII.   QUESTIONS / CONTACT PEOPLE

The District will accept written questions via e-mail to OPLP-team-group@ousd.org through February 26, 2016.

Primary Contacts:

> **Russ Ballati**
> OPLP Project Manager
> russ.ballati@ousd.org
>
> **Manisha Patel**
> Program Manager
> manisha.patel@ousd.org

The District will respond to each question by email directly to the firm submitting the question. If the question demonstrates that clarification or additional information is needed, an addendum will be issued to all proposers by e-mail.

Proposers shall not contact any District employee or official regarding this proposal other than the individual listed above as the contact person.

Contacting District staff or officials regarding this work may result in disqualification. No verbal comments made by District staff or officials are binding regarding this RFP except for that which is made in writing by the above mentioned contact person. This will assure that all proposers receive the same information in a timely manner.

Oakland Unified School District

ONLINE PROFESSIONAL LEARNING PLATFORM RFP
(BID#15-16/07)

KNOWLEDGE DELIVERY SYSTEMS, INC.

Table of Contents

A. Application Cover Sheet

1. Name and Mailing Address of Applicant:

Knowledge Delivery Systems
Attention: Erin Walker, VP Implementation Operations
110 William Street, Suite 2201
New York, NY 10038

2. Email and Telephone:

Erin Walker
Vice President Implementation Operations
P. (646) 395-6451
E. ewalker@kdsi.org

3. What qualifications does your firm have related to the K-12 education industry?

KDS is a leading educational technology and professional development company that provides innovative, scalable, and personalized professional development solutions. KDS designs, develops, and deploys research-based online courses, interactive learning tools, in-person training and online coaching to meet the professional development and instructional needs of educators in order to raise student achievement levels. Since 2004, KDS has developed over 2,500 hours of online professional learning content. During that time teachers, administrators, and instructional leaders have taken more than 300,000 rigorous, research-based courses that meet the needs of educators working in large school districts serving diverse student populations. KDS has particular experience working with large school districts similar in size to Oakland Unified School District including: the School District of Philadelphia; Fresno Unified School District; and the Public Education Department of New Mexico. KDS delivers research-based instructional content as the most effective way to build core capabilities and promote excellent teaching and leadership.

The KDS Professional Learning Platform (PLP) was developed to meet the specific needs of school systems that need to scale high-quality, collaborative, personalized professional development that has a measurable impact on the knowledge and practice of teachers, coaches and principals. PLP allows KDS to offer districts a holistic PD and professional learning system supporting educators as they learn new skills through formal online courses delivered in PLP and as they implement these newly acquired skills and strategies into their classrooms through informal social collaborative learning opportunities. PLP supports educators by helping them connect with peers, join virtual groups and communities, find great video lessons and resources, and share their knowledge and expertise with others in their community.

KDS maintains a specific focus on Equity and includes an Equity Educator Certificate Program in partnership with USC's Rossier School of Education. Educators enrolled in the Equity Educator program will deepen their professional learning with USC's leading faculty members in a state-of-the-art online learning environment. The combination of formal and informal learning on one

![KDS - KNOWLEDGE DELIVERY SYSTEMS]

platform is a unique differentiator and will help OUSD develop, build and scale their PD, and provide professional learning opportunities.

Knowledge Delivery Systems (KDS) is pleased to present this proposal to the Oakland Unified School District (OUSD) for district-wide access to the KDS Professional Learning Platform (PLP).
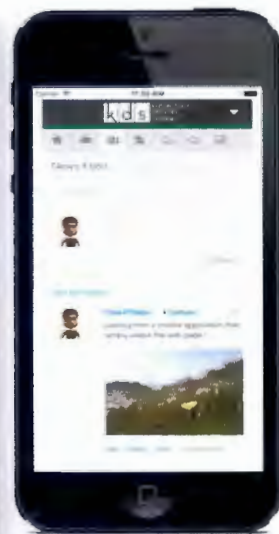
Professional Learning Platform

The KDS Professional Learning Platform (PLP) is a socially collaborative, integrated learning platform. PLP fosters informal learning with curated and community resources, virtual groups, real-time collaboration, instructional coaching tools and social, collegial learning. PLP supports educators as they develop, improve their practice and implement new skills and strategies.

> **A comprehensive approach to providing personalized professional learning to all educators**
>
> **Professional Learning Platform**

All of Your Professional Learning in One Place

- On Demand High-Quality Content
- Community Shared Lessons & Resources
- Virtual Communities of Practice
- Social Networking
- Synchronous Collaboration
- Course Authoring & Delivery
- Research Based Courses

- Coaching & Mentoring
- Professional Learning Plans
- Reporting & Analytics
- Integration & Interoperability
- Designed for Mobile
- Badging

Using the PLP, OUSD will be able to:

1. **Personalize learning for teachers** with recommended resources, experts, and groups aligned to individual usage and Professional Learning Plans

2. **Disseminate district knowledge and expertise** with district-created courses, curated PD resources, and expert-led PD events

3. **Unlock and maximize the value of teacher talent, knowledge, and experience** by enabling educators to share resources and learn from their colleagues. Create a supporting informal learning environment for teachers

4. **Improve coaching effectiveness & track the fidelity to a coaching model.** Give visibility into coaching work streams with dashboards and reports to track coaching ROI

5. **Support and extend existing professional development programs** with "informal" learning opportunities for teachers while implementing new skills and strategies into the classroom

6. **Consolidate and leverage data from multiple systems** including content repositories, HR & performance management applications, and PD management platforms to inform personalization, align to district priorities, track activity, and centralize learning into one centralized platform

7. **Help all district staff meet job-required training** and reduce district liability through compliance based courses and reporting

8. **Increase efficiency and have greater impact on teacher retention, teacher effectiveness and student achievement outcomes.**

This KDS proposal is aligned to the OUSD Pathway to Excellence 2015-2020. PLP can play an integral role in supporting the OUSD mission of building a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day. Through PLP, OUSD will be able to achieve the priorities:

- Build Effective Talent Programs
- Become an Accountable School District
- Ensure Quality Community Schools

PLP provides tools and resources that meet the needs of multiple OUSD departments, including:

- Talent Division, through badging, reports on teacher engagement and growth, and compliance courses and customized curated content, specialized online communities of practice, coaching tools, course authoring, and reports of teacher engagement and growth

- Academics & Programs through the coaching dashboard, self-assessment and professional learning plans, alignment to the district teaching and learning framework, virtual groups, and informal collaboration tools.

4. Are you currently working with OUSD? Have you worked with OUSD in past years?
KDS is not currently working with OUSD and has not worked with OUSD in past years.

B. Products and Services

Area	Sub-Area	Solution Includes (y/n)	Description of Vendor Capabilities
Content Management Platform			
	Materials Storage	Y	PLP includes over 5,000 PD and instructional resources. PLP can also connect to district or district-partner provides digital repositories. Users of PLP can also upload and store their own files and resources in PLP for sharing with community members, instructional coaches, mentors, or to create their own digital repository. All content can be tagged and searched based on applicable permissions.
	Access to Materials	Y	All users of PLP can search or browse to find KDS or district created courses; community shared content; sponsored or district uploaded content; or KDS provides resources, lessons, or suggested websites.
Compliance or Teacher Instructional Content			
	Compliance Content	Y	PLP includes over 200 compliance courses through our partnership with SafeSchools. Additionally, the district can leverage the KDS Course Authoring Tools to create, distribute and track their own compliance course content and materials.
	Instruction Related Content	Y	Instructional content can be found among the KDS channel of Open Educational Resources (OER) included in PLP. PLP also supports the seeding of district content, premium course materials, as well as crowd sourced through shared community channels.
	Other Content	Y	PLP supports the tagging and delivery of all types of content and learning resources including Office, PDFs, uploaded videos, websites, and other content types. District partners can work with KDS to create searchable content channels, or individual users can upload evidence into the platform to share with instructional coaches, mentors or administrators.
Course Management & Tracking			
	End-User Course Tracking	Y	Course registration, progress, performance and completion information is available and reportable in PLP and can be integrated with other HR or performance management systems for district centralized HR and compliance reporting needs.

Area	Sub-Area	Solution Includes (y/n)	Description of Vendor Capabilities
	Integration w/HR Systems	Y	User information can be preloaded and synchronized with an HR system for a single system of record approach. Existing Restful web services can make synchronization real-time with HR system. User course information (courses, grades etc.) can also be sent to the HR system if needed.
Content Development Tools			
	Course Playlists	Y	Courses themselves are a series of modules and deliverables which can facilitate a robust learning experience driven by a specific sequence. Further, recommended next courses, and course catalog can drive a specific curriculum. Finally the "PD Series" feature allows for various content to be sequenced together to create a learning pathway that can be assigned by role and resulting in a badge or credit award.
	Course Editing Tools	Y	Full course authoring tools are included with PLP.
	Content Vetting / Publishing	Y	Courses can be produced and reviewed before publishing. Only permissioned administrators can create new content, courses, or manage existing content and courses.
Registration & Communication System			
	Blogging & Chatting	Y	PLP supports full social micro blogging allowing community members to follow other individuals, community experts, and groups. All updates appear in a central newsfeed that supports "pinning" of interesting posts and sharing to external social networks including Facebook, Twitter and other common social networks. Additionally, PLP interfaces and integrates with Microsoft Skype for Business and Google Hangouts for synchronous communication.
	Registration or Integration w/Registration Systems	Y	User and Course Registration can be handed internally within the system or integrated with third-party registration and PD Management systems using Restful web services.
Incentive Program Capabilities			
	Badge/Incentive Reward System	Y	PLP users can earn "learning" badges for completing courses, PD Series and Learning Plan Goals. Additionally, users will be able to earn "engagement" badges community activity.
	Accumulative Reward System	Y	All Certificates, Credentials, and Badges remain part of the user profile as an accumulative reward system. PLP is evolving to include the ability to develop competencies and expertise enabling experts to be rewarded in the

Area	Sub-Area	Solution Includes (y/n)	Description of Vendor Capabilities
			platform and searchable to others so they can learn collaboratively and socially.
Training			
	Onsite Training	Y	KDS will deliver in-person training as needed. We recommend a minimum of 3 days per year and can provide more if requested.
	Remote Training	Y	KDS will deliver live interactive webinars to train leaders and participants on key functionality.
	Online Training	Y	KDS includes a comprehensive searchable Knowledgebase with recorded training on specific features within the Professional Learning Platform. Webinars are also recorded and can be shared on the platform to be reviewed asynchronously. KDS also employs online coaches to support the participant learning experience for those enrolled in online courses.
	Documented Training	Y	KDS will share all PowerPoints and training resource materials on the platform for access at all times.
	Tool Admin Training	Y	Tool Admin training is provided both live and remote as needed.
Security			
	Roles Based Security	Y	PLP includes default system roles as well as district custom roles based on system-level operations and access.
Maintenance & Support			
	End-User Support	Y	KDS provides a customer support hotline and email address and will respond to all requests within 24-48 hours.
	Vendor Provided Support Model	Y	KDS will assign an implementation manager dedicated to OUSD to provide training, support communications, share data on engagement and ensure the implementation goes smoothly.
	OUSD Ongoing Support Needs	Y	In addition to the dedicated implementation manager, KDS provides an internal team of implementation specialists, customer support representatives and technical support experts to provide ongoing support to OUSD.

C. Implementation

PLP Implementation Overview

KDS will partner with OUSD to prepare educators to incorporate the PLP tools and resources into their daily work. Additionally, we will prepare classified staff to access and complete compliance

courses. KDS will fully support OUSD in implementing PLP to provide a rigorous, ongoing, job-embedded PD that engages all employees across the district.

To implement PLP district-wide we'll work with the district through specific phases:

Phase 1: Launch of the Professional Learning Platform (By June 2016) KDS will work with the district to

a. Inform district-level decision makers about PLP,

b. Outline and confirm specific decisions about how PLP will integrate with specific district policies and priorities including plans for badging and incentivizing participants.

c. Select Professional Learning Tools

    i. Battelle for Kids Formative Instructional Practices modules (when purchased separately)

        1. 25+ one or two hour interactive learning modules

        2. Can also be taken as a more in-depth PD Series

    ii. Curated Resources

        1. Over 5,500 KDS curated PD videos and instructional resources

        2. Searchable and browse-able on-demand videos and lessons

    iii. Full-length Online Courses (when purchased separately)

        1. Eligible for graduate professional development credit

        2. Includes online coaching and facilitation

    iv. Compliance Courses

        1. Over 200 30-60 minute compliance training modules provided by SafeSchools

        2. Topics include Blood borne Pathogens, Ladder Safety, and other school safety topics

    v. Course Authoring Tool

        1. Allows districts to create custom courses of any length and/or convert existing content into online course modules

        2. Simple to use course creation wizard

d. Customize the Content Management Platform to offer the specific learning tools and to brand the site to OUSD's specifications. The system will be called OPLP (Oakland Professional Learning Platform).

e. Integrate existing OUSD content with an emphasis on recorded screencasts, PowerPoints and video.

f. Launch course tracking to provide insight for learners and administrators in regard to completed course-work for all participants.

g. Record short district-specific video messages targeted to specific audiences within the district to inform them about PLP and help them understand how it will support their professional learning and collaboration.

h. Provide training to key leaders and content developers so that district employees know how to create, disseminate and maintain content.

i. KDS will work with the district to disseminate the messaging about PLP and how it will support their professional learning and collaboration.

Phase 2: End-To-End Workflow (TBD)

a. Integrate with Workday, existing Human Capital or performance management systems, and/or other district PD Registration Systems –All Professional Learning Materials will be accessible via OPLP – All pre-existing and incoming learning materials are accessed from the Online Professional Learning Platform.

b. Incentive Program – In partnership with OUSD, KDS will launch a badge or other incentive system for achieving set goals or course completion.

c. Department Content Generation – KDS will provide further training and support to ensure that key district leaders and content developers have the ability and understand guidelines for departments to create materials and apply them to OPLP.

d. Content Management Enhanced – In partnership with OUSD, KDS will provide enhancements to the initial storage, search and collaboration capabilities.

e. Online Course Development Tool – Availability of a district supported course development tool and approach.

f. Ongoing support and monitoring: KDS will monitor usage and engagement with reporting on-demand and shared with District Leadership. All participants will have access to self-training online modules for each and every feature in PLP.

Program Overview

PLP Focus	Audience	Training and Support (KDS)	Training and Support (OUSD)
Knowledge Management	Board of Education, District Leadership, Teachers and non-certificated staff	• Informational video and webinars directed to each audience • Support for creating Communication and Training Plan	• Comprehensive Communication and Training Plan

PLP Focus	Audience	Training and Support (KDS)	Training and Support (OUSD)
Collaboration	Teachers and Principals	• Webinar training • Self-Training online modules	• Ongoing support from District Coaches
Coaching	District Coaches and Principals	• In-person training • Webinar training • Self-Training online modules	• Engagement metrics for PLP usage from District Coaches
Integration	Technology Team	• Documentation • Phone meetings • In-person support as needed	• Documentation • Phone meetings • In-person support as needed

KDS will work in partnership with OUSD personnel to ensure that the professional learning and growth needs of all participating staff members in Oakland Unified School District are identified and addressed through the KDS Professional Learning Platform (OPLP). We will work with OUSD to establish clear Key Performance Indicators for the program in order to track progress and monitor ongoing program success.

- Support for planning and communicating a district-wide roll-out of new technology
- In-person training for district coaches, principals and administrators
- Virtual training for all district employees according to specific job needs
- Ongoing reporting of platform adoption and usage
- Additional training and support as needed.

Implementation management. KDS will assign an Implementation Manager who will coordinate all communication, track implementation progress, manage all implementation components and liaise with OUSD personnel. Oakland Unified School District will assign an Implementation Lead who will be the main point of contact for KDS.

Needs assessment and success metrics. KDS will work in partnership with OUSD personnel to ensure that the OUSD professional development and learning needs are identified and addressed through the KDS PLP implementation. We will work with OUSD to establish clear Key Performance Indicators (KPI) in order to track progress and monitor ongoing implementation success. Success metrics will vary with each implementation depending on OUSD's decisions to include contractual requirements and/or incentives for participants. For each program we'll set target participation metrics for training, District-Wide Usage and Usage for Specific Participant Groups such as teachers, coaches and classified staff.

Program Deliverables. Throughout the implementation KDS will measure progress based on successful delivery of key resources:

- Comprehensive communication and training plan including:
  - In-person training of coaches
  - KDS-created webinars
  - Informational videos created collaboratively by KDS and the District
  - Webinars created collaboratively by KDS and OUSD
  - KDS created Self-Training online modules
  - An online comprehensive manual of all training information
- Successful technology integration
- Final program report with analysis of outputs, outcomes and impact

To be successful in achieving OUSD's Pathway to Excellence: 2015-2020, the district needs to execute on the strategic plan and offer personalized professional development across the district. KDS is OUSD's partner in managing district-wide professional learning and growth. Planning and delivering good professional development for 20 teachers feels doable, but comprehensive systemic change requires the right design, thoughtful planning, and an experienced partner. The KDS Implementation Manager will work collaboratively with all stakeholders in the district to create a customized implementation plan aligned to district, departmental and individual educator needs, including:

- Goals and outcomes
- Roles and communication
- Aligned incentives (badging may also be included)
- Key district policies
- Timelines
- Data collection and reporting
- Key performance metrics
- Implementation management

Designing, developing, implementing and evaluating a system-wide professional development platform implementation requires focus, tight executional plans and the right resources. KDS brings the experience, talent, processes and tools needed to make the OUSD PLP platform implementation a success.

For a successful technology roll-out, KDS will work closely with the Chief Information Officer and Team in two tracks: Technology Integration, and Driving Successful Adoption.

KDS has extensive experience integrating our online courses and modules, learning management capabilities, and user and performance data with a wide range of existing enterprise-level performance management, HR and learning management systems. The KDS technology

development and integration team brings skills in business analysis, product design, and systems integrations. KDS has successfully executed technology integrations with True North Logic, MyLearningPlan, Schoolnet, MediaX, and several other partners and third-party technology platforms. KDS can also integrate with Instructional Frameworks to customize the district's approach to capturing teacher observation and evaluation data. Key components of district technology integrations include:

- Support in centralizing district content, resources and content partners in PLP using KDS bulk management or APIs
  - KDS is developing to common integration standards in support of federated content search, access to third-party content, and commonly used observational data systems.
- Identity management and integration
  - KDS offers a hybrid solution of ASP.NET membership/role providers and a custom provider to further segment users based on district needs.
  - KDS integrates with Azure Active Directory and also offers a custom login over SSL with passwords stored using a SQL Triple DES algorithm with a 128 key bit length.
- Restful API
  - The KDS Rest API is available for authorized partners to access information about learners, courses, and progress. Data is provided in JSON format. All communication with the KDS API is over SSL. Basic authorization with a KDS-provided security token must be included in each message header. KDS uses the security token to identify the partner in conjunction with domain/IP whitelisting to validate the request.
- Support to Configure Office 365 and Federate with KDS PLP
  - The Professional Learning Platform leverages Microsoft Lync functionality to support synchronous collaboration.
  - As an accredited educational institution, OUSD is eligible to acquire free Microsoft Office 365 accounts for all employees.
  - KDS will support OUSD in acquiring and federating with Office 365 in order to activate Microsoft LYNC and maximize the value of collaboration on PLP.

OUSD can be confident that PLP will meet the highest standards in technology development and hosting:

- Hosting, Performance and Scalability
  - KDS utilizes cloud solutions to ensure high availability and the ability to dynamically scale. KDS utilizes Azure Geo Redundant Storage (GRS) for file storage which provides equivalent of six replicas of data across 2 regions (three in each region) to provide additional data durability. The data are committed to three replicas in the primary region and then asynchronously replicated to a secondary region hundreds of miles apart from the primary.
  - The KDS web and DB servers are currently hosted by a SSAE 16 Type II Certified managed hosting facility which provides highly available clustered servers with automatic failover.

The facility provides daily backups with offsite tape backup storage. In addition, KDS performs hourly differential backups that are performed in-house.

- o KDS utilizes Akamai Media Content Delivery to stream videos with high performance and adaptive media delivery to ensure delivery over varying connection speeds. The CDN has more than 150,000 globally distributed servers located close to our end users.

- Security and Privacy

  - o User Data: The users of the KDS Platform are all adult professional educators. KDS does not store or perform analytics on student data. In addition, KDS does not store card payment data or most forms of PII. Individual user data that is stored includes: Username, password, email address, name, address, role, subject taught, district, institution, and grade levels taught. KDS uses standard encryption - SSL for in-transit security and built-in security in SQL Server and IIS for at-rest security.

  - o Controls: KDS uses the standard Microsoft Windows 2008 R2 Security Activity Logging to monitor login/logout attempts, security logs and application logs. In addition, all logins, login failures, logouts, session timeouts, and unexpected session ends are logged.

  - o Audits and Testing: In the last 4 years, KDS has had audits by 3rd Party consultants to evaluate security as well as overall architecture and scalability. These audits include HTML/JavaScript/SQL injection testing and CSS attacks. No major security issues have been found.

  - o Attestations: The KDS web server managed hosting provider has been audited and received SAS 70 Type II Certification and SSAE 16 Type II Certification. The credit card processor used by KDS also maintains a signed Attestation of Compliance and is PCI compliant. It is used for all operational systems/components involved in the handling of PCI related data.

KDS designs, develops and deploys digital content in a variety of delivery models for a wide range of end users. We produce hundreds of web-based learning modules every year that are used by tens of thousands of K-12 educators in every state. Our content development staff includes a Vice President of Learning Design and Development, Senior Academic Director and teams of curriculum and assessment writers, instructional designers, video producers, video editors, information architects, user experience directors, interactive designers and production and quality assurance managers. These teams work closely with the KDS software and application development teams to create web-based learning modules and courses that are engaging, highly interactive, research-based and scalable. All of these resources will contribute to the success of the OUSD program implementation to drive successful adoption including:

- Developing a school culture that promotes technology use and the adoption of new teaching practices

- Creating a shared pedagogical vision for technology use and support from peers, administration and the community

- Promoting the availability of technical support

- Designing technology policies (e.g. regarding cell phone use and access to Internet resources that allow teachers to make use of the wealth of technological resources available

- Developing a culture of collaboration in which teachers work together to explore more effective uses of technology

(Adapted from: Integrating Technology with Student-Centered Learning, a report to the Nellie Mae Education Foundation prepared by Babette Moeller and Tim Reitzes, July 2011).

Once the integration decisions have been made, KDS will provide key District Administrators with information about policy decisions about course authoring and coaching through 2 webinars:

1	KDS-created webinar for central administration and principals which describes proposed policies for content creation and sharing as well as how the district will integrate the Instructional Framework and observation data.
2	KDS-created webinar to inform district administrators about how to create policies and systems to guide decision-making and communication about compliance courses

Through these webinars, Districts will have the information they need to make key decisions. Once we've confirmed the district's desired approach to coaching, content authoring, instructional frameworks, and compliance courses. KDS will support the district in the creation of customized video messages for specific audiences in the district.

Collaboratively Created Informational Videos	1	Informational video co-created by KDS and the district to provide an overview of coaching including features and benefits for coaches and teachers.
	2	Informational video co-created by KDS and the district to provide an overview of PLP as a tool for sharing information and supporting the development of informal learning communities which includes an explanation of the relationship of PLP to Microsoft LYNC and the district HR system to become a single-integrated learning platform.
	3	Informational video developed collaboratively by KDS and the district to describe how PLP supports the district's policies on content creation within the district, the benefits of curated PD resources, and expert-led PD events.
	4	Informational video developed collaboratively by KDS and the district to describe how PLP supports the district's Instructional Framework and Observation Data. It then describes further how teachers can utilize the recommendation engine, PLP dashboard, goal setting, professional learning plans and self-assessment
	5	Informational video developed collaboratively by KDS and the district to provide explanations of compliance course policy and approach.

Supporting District Coaches, Principals and Administrators through In-person Training
For successful system-wide professional development platform adoption, principals and coaches need the knowledge and skills to effectively support teachers. KDS proposes the following trainings for all OUSD coaches, principals and administrators. Each in-person training can accommodate up to 50 participants.

Audience	Anticipated # of Participants	Session Descriptions	# of Sessions
Coaches	85	1 Day training to establish coaching hierarchy, change management, coaching optimization, coaching protocols, and populate coaching dashboard	2
Principals	85	1 Day overview on how PLP will support coaching, online learning communities, compliance courses, content creation, instructional frameworks, resource sharing and success monitoring	4
District Administrators	10	1 Day training to provide overview on integration with HR systems and reporting for success monitoring	1

Comprehensive Webinars and Videos to Support Learning and Drive Adoption

In order to drive organizational change and align with OUSD Vision 2025, KDS will work with the district to develop a series of informational videos and webinars. Informational videos will be shared with OUSD participating staff to provide an overview of the features and benefits of each targeted feature with an explanation of the context for why and how the feature aligns with district policy.

The webinars will be scheduled according to dates selected by the district to maximize participation. Webinars will be interactive in their description of each feature, describe the context of how the feature aligns with district policies and priorities, and offer participants an opportunity to ask questions. Webinars will be scheduled on multiple dates and times to maximize engagement. Webinars will be recorded and posted to specific groups on the platform so participants can review and practice on their own time and as frequently as necessary.

In order to build the informational videos and webinars collaboratively, KDS will require multiple meetings with designated staff at OUSD. In some meetings KDS will provide proposed solutions and outline key decisions which need to be made by OUSD. Once input is captured, KDS will develop outlines of the webinars and videos for OUSD feedback. Once outlines are agreed upon

and finalized, KDS will record and deliver the final videos and webinars. Below is a summary of the videos and webinars that will be disseminated to ensure successful adoption of PLP across the district:

Collaboratively Created Webinars	1	Co-Created Webinar provides an introduction and overview to coaching features on PLP for Coaches and Administrators including: the Coaching dashboard, annotating video, and coach reports. It also will address the features used by teachers: self-assessments, goal setting, professional learning plans, collaborative journal, synchronous chat, video conference, screen sharing, resource locker, video upload, and calendar
	2	Co-created webinar for all audiences to understand the steps required to enable synchronous chat features including installing and running LYNC
	3	Co-created webinar overview to explain how to use compliance courses
KDS-Created Webinars	1	KDS-created webinar provides an introduction and overview to coaching features on PLP for teachers who will be coached including: self-assessments, goal setting, professional learning plans, collaborative journal, synchronous chat, video conference, screen sharing, resource locker, video upload, and calendar
	2	KDS-created webinar to demonstrate how to: build social connections and use synchronous chat, video conferencing, screen sharing, virtual groups, blogs, curated resources, community resources, badges, and reports.
	3	KDS-created webinar to describe how to use: the recommendation engine, PLP Dashboard, Goal Setting, Professional Learning Plans, Self-Assessment, reporting, integration of the district's instructional framework, and integration of observation data
	4	KDS-created webinar to show how KDS online courses integrate with PLP

In addition to the videos and webinars, KDS will develop and deliver a series of Self-Training online modules for each specific tool on PLP. These informative tools personalize training for coaches, principals, teachers and non-certificated staff. They will provide hands-on instruction in each aspect of the tool in order to provide just-in-time training on the resources they will use. Below is a list of the Self-Training online modules that will be available on PLP according to the key purpose and the intended audience. All training modules will be available to all participants:

Purpose	Intended Audience	Self-Training Module
Improve coaching effectiveness & track the fidelity to a	Teachers	Self-Assessments
		Goals Setting
		Professional Learning Plans

KNOWLEDGE DELIVERY SYSTEMS

Purpose	Intended Audience	Self-Training Module
coaching model. Give visibility into coaching work streams with dashboards and reports to track coaching ROI	Teachers	Collaborative Journal
		Synchronous Chat, Video Conference, Screen Sharing
		Resource Locker
		Upload Video
	Teachers, Instructional Coaches	Calendar
	Instructional Coaches	Coaching Dashboard
		Annotate Video
	Systems (State, District, School)	Coach Reports
Unlock and maximize the value of teacher talent, knowledge, and experience by enabling educators to share resources and learn from their colleagues. Create a supporting informal learning environment for teachers	Teachers	Social Connections
		Synchronous Chat, Video Conference, Screen Sharing
		Virtual Groups
		Blogs
	Teacher	Curated Resources (video lessons and websites)
	Teachers	Badges
	System (State, District, School)	Reports
Disseminate district knowledge and expertise with district-created courses, curated PD resources, and expert-led PD events	Teachers	Recommendation Engine
		PLP Dashboard
		Goal Setting
		Professional Learning Plans
	Systems, Principals	Self-Assessment
		Goal Setting
	Systems, HR, Principals	Reporting
	CIO	Integration of Learning Framework
		Integration of Observation data
Personalize learning for teachers with recommended resources, experts, and groups aligned to individual usage and Professional Learning Plans	Teachers	Recommendation Engine
		PLP Dashboard
		Goal Setting
		Professional Learning Plans
	Systems, Principals	Self-Assessment
		Goal Setting
	Systems, HR, Principals	Reporting
	CIO	Integration of Learning Framework
		Integration of Observation data
	Staff	Compliance Course Dashboard

Purpose	Intended Audience	Self-Training Module
Help all district staff meet job-required training and reduce district liability through compliance based courses and reporting	Systems, HR, Principals	225+ Compliance Courses
	Systems, HR, Principals	Course Authoring Tool
	Systems, HR, Principals	Reporting
Consolidate and leverage data from multiple systems including content repositories, HR & performance management applications, and PD management platforms to inform personalization, align to district priorities, track activity, and centralize learning into one centralized platform	All Staff	Microsoft Azure AD
	Teacher, Coaches, Administrators	Microsoft O365 Lync
	Teacher, Coaches, Administrators	Integration with PD / Performance Management Systems
	Teacher, Coaches, Administrators	Integration with observational assessment data
Support and extend existing professional development programs with "informal" learning opportunities for teachers while implementing new skills and strategies into the classroom	Teachers	Virtual Groups
	Teachers	Archived Courses
		Course Portfolio
	Instructional Coaches	Coaching Tools
		Annotated Video
	Administrators	Reports

Platform Implementation Management and Support

Support and Assistance
KDS is dedicated to the success of the proposed PD platform implementation for OUSD. We understand the project will demand oversight, management, and effective leadership in order to be successful. KDS will establish a clear support structure with OUSD in order to ensure the success of the project. KDS will assign the following roles as support for the OUSD:

OUSD District Champion

In order to ensure that all departments are aligned, messaging across the district is approved and that there is proper oversight of the project throughout the planning and implementation, KDS recommends that OUSD appoint a District Champion to drive the project from start to finish.

OUSD Technical Lead
In order to communicate and respond rapidly with the KDS technical lead, OUSD will identify a technical lead who has the authority to make decisions related to integration and software licensing. He/she will play a key role in managing the integration of PLP with existing OUSD systems. Specifically this person will manage the federation of Office 365 with PLP.

OUSD Project Manager
In order to ensure that all training, webinars and videos are scheduled and delivered in a timely fashion. OUSD will identify a project manager who can work closely with the KDS implementation manager to schedule and deliver all identified training.

KDS Professional Project Management
In order to ensure successful implementation of this PD program, KDS will designate a dedicated Implementation Manager. This Project Manager will be responsible for the following:

1. Work with OUSD to ensure that Key Performance Indicators are met.
2. Bi-weekly communication and project assessment with OUSD Project Manager.
3. Provide clear communication at all times about how goals are being met.
4. Document meeting agendas, ongoing items, and outcomes.
5. Arrange and oversee all facilitation for job embedded coaching.
6. Day-to-day management of project.
7. Aid in the definition of key deliverables and milestone dates to be reflected in the project plan.

Technical Implementation Manager
The Technical Implementation Manager will be responsible for the following:

1. Coordinate with OUSD to federate existing systems with PLP
2. Integrate PLP with other OUSD content
3. Manage data sharing and security policies with the district.

KDS Management will continuously identify potential risks of project implementation in order to ensure that project outcomes are met. The objectives of the risk management planning are to:

1. Identify risks that may impact a project.
2. Ensure each risk is analyzed for probability and impact.
3. Ensure that there is an agreed success path for each risk.
4. Identify a contingency plan for high risks or critical path items.

KNOWLEDGE DELIVERY SYSTEMS

5. Establish communication protocols and monitor a process for reviewing and evaluating risks on an on-going basis.

6. Build in key performance indicators to report the status of any open or potential risks.

Communication and Support for all Stakeholders

In addition to strong personnel, the successful completion of KDS, OUSD, and relevant subcontractors identified by OUSD will be instrumental in the successful management of the project as well as the successful and timely completion of the project deliverables. KDS will meet with OUSD bi-weekly to perform project management maintenance for this project.

D. Cost Breakdown

Cost Area	Cost	Notes
START UP COSTS (Year 1)		
Yr.1 License Fees		
PLP for Certificated Staff (Includes access to SafeSchools (compliance courses) and over 5000 other instructional resources	$ 105,000.00	$50 per license - estimating 2100 certificated staff
PLP for Classified Staff (Includes access to SafeSchools (compliance courses)	$ 30,000.00	$15 per license - estimating 2000 classified staff
Implementation Costs		
Initial Training		
- KDS Services	$ 20,000.00	Initial Planning and Communication support. Initial support with logistics, calendaring and reporting, Coordination of enrollment data and technical liaising on-site with OUSD tech Contacts. Initial support with teacher participation data and adoption metrics. Data collection, analytics, reporting and program evaluation.
- Onsite Training	$ 15,000.00	3 days @ $5000 per day
- Remote Training	$ 10,500.00	7 webinars @ $1500 per webinar
Systems Integration	$ 25,000.00	* Variable from 1k-40k based on complexity of the Systems Integration development work. Estimate is for Identity and Access Management (any user identity customization work), Registration System or PD Management, and/or HR System Integration (Workday, etc.)
TOTAL START-UP COSTS	$ 205,500.00	
Additional Content Option (Year 1):		
Battelle For Kids (FIP modules)	$ 56,700.00	$27 per license - estimating 2100 certified staff

FIXED ANNUAL COSTS (Year 2 and beyond)		
Annual License Fees		
PLP for Certificated Staff (Includes access to SafeSchools (compliance courses) and over 5000 other instructional resources	$ 105,000.00	$50 per license - estimating 2100 certificated staff -
PLP for Classified Staff (Includes access to SafeSchools (compliance courses)	$ 30,000.00	$15 per license - estimating 2000 classified staff
System Support and Maintenance	$ 5,000.00	Maintenance of Identity, integration, and Access Management
Program and Implementation Support	$ 10,000.00	Ongoing support with logistics, calendaring and reporting, maintenance and upkeep of enrollment data and technical liaising on-site with OUSD tech Contacts. Ongoing support with teacher participation data and adoption metrics. Data collection, analytics, reporting and program evaluation.
TOTAL FIXED ANNUAL COSTS	$ 150,000.00	
Additional Content Option (Year 2 +):		
Battelle For Kids (FIP modules)	$ 56,700.00	$27 per license - estimating 2100 certified staff
ADDITIONAL SUPPORT OPTIONS		
Professional Development/Training		
- In Person Training	$ 5,000.00	$5000 per day
- Online Live Training	$ 1,500.00	$1500 per webinar
- Online Recorded Training	$ -	All live training will be recorded and made available for all participants
Online KDS Course Seats	$ 455.00	$455 per KDS course seat includes an online KDS coach
Consultant Fees	$ 150,000.00	Annual cost for FTE project manager embedded at OUSD (This option results in savings from standard Program Implementation and Support Fees)
Content Integration	$185	Hourly Rate. Scope based on time and materials.
Custom Enhancement Fees	$185	Hourly Rate. Scope based on time and materials.
<Other Variable On-Going Costs>		
TOTAL VARIABLE ON-GOING COSTS	tbd	Final variable costs depend on OUSD needs and options.

E. Key Team Members (up to 2 pages total)

KDS' key staff members on the project team are listed in the chart below. You can also find their resumes in **Appendix A**. The key individuals listed and identified above will be performing the work and will not be substituted with other personnel or reassigned to another project without the District's prior approval.

Key Staff Member	Relevant Experience	Description of Project Role	Engagement & Planning and/or Implementation
Erin Walker	Erin Walker is the Vice President of Implementation Operations for KDS. She has seven years of teaching experience and more than 15 years of experience helping districts implement large scale professional learning programs.	Project Manager	Engagement & Planning and Implementation
Mark Davis	Mark Davis is the Vice President of Partnerships for KDS and has more than twenty years of experience working with districts to design large-scale professional learning programs.	Client Services Director	Engagement & Planning and Implementation
Art Khanlian	Art Khanlian is the Vice President of Technology for KDS	VP Technology	Engagement & Planning and Implementation
Jack DeWitt	Jack DeWitt is the Vice President of Product for KDS. He has over seven years of teaching experience and 15 years of experience developing and managing educational technology solutions for large school districts.	VP Product	Engagement & Planning and Implementation
Sophia Tania Thwaites	Sophia Thwaites is a career educator with specialized experience in coaching adult learners and online learning.	Director of Online Learning and Engagement	Engagement & Planning and Implementation
Susan M. Condrey	Dr. Condrey has been a teacher and administrator in elementary, secondary and adult settings, including District Professional Development/Curriculum & Assessment Coordinator, principal, assistant principal, and community college professor in the state of California.	Director of Partnership	Engagement & Planning and Implementation

KNOWLEDGE DELIVERY SYSTEMS

F. References

Jade Rivera
Policy Administrator
New Mexico Public Education Department
300 Don Gaspar Avenue
Santa Fe, NM 87501

To Whom It May Concern:

As Policy Administrator of the New Mexico Public Education Department, I, Jade Rivera, am delighted to serve as reference to support of Knowledge Delivery Systems, Inc. (KDS). KDS provides a multitude of rigorous online, research-based courses covering every domain of the K-12 curriculum including instruction, assessment, professional development, and leadership. The New Mexico Public Education Department is a satisfied customer implementing KDS online courses. KDS has been our partner since 2012. During that time we have utilized KDS online courses. KDS provided over 45-50 hours of online coursework that covered content areas of Common Core in ELA, mathematics, and assessment as well as courses for English Language learners. KDS provided teachers with the special skills that are needed to address low teacher retention, high dropout rates, and low student achievement. From 2012-2015, KDS provided online courses in 3 different programs across the state. Course content included Common Core State Standards in English, Math, Writing and Assessment as well as support for teachers of English Language learners.

The New Mexico Public Education Department is rich in diversity and over the course of four years KDS' implementation and training has covered approximately 800 teachers and school leaders. We were highly satisfied with the work provided by KDS. Also, the program evaluation demonstrated high satisfaction rates from the participants of the online program. Our teachers have been empowered through personalized learning provided by the online courses and we are happy to be a reference for KDS.

Sincerely,

Jade Rivera
Jade.Rivera@state.nm.us
(505) 827-7889

Zoe Souliotis-Foley
Director
After School Professional Development Program
June 18, 2015

To Whom It May Concern:

As Director of the After School Professional Development Program (ASPDP), I am writing to serve as reference in support of Knowledge Delivery Systems, Inc. (KDS). As a program within the NYC Department of Education, ASPDP offers teachers low-cost in-service courses that can be applied towards the New York State 175 Hours of Professional Development requirement as well as salary differential requirements. KDS has been our partner for more than nine years, during which time they typically offered at least twenty courses per semester through ASPDP.

ASPDP partners with education providers to provide high-quality courses that align to the Danielson *Framework for Teaching* and Common Core standards; KDS has consistently provided courses that meet these high standards. KDS provides a multitude of rigorous online, research-based courses covering many domains including instruction, assessment, professional development, and leadership. ASPDP's teachers have rated KDS's courses highly. Feedback from participants include that KDS's courses are "great" and that "this course helped me to finally realize the connection that Common Core is trying to make between the learning that students are doing now and getting them ready for college."

If you have any questions about our partnership with KDS, please feel free to reach out to us at ASPDP@schools.nyc.gov.

Sincerely,

Zoe Souliotis-Foley
Director, ASPDP
718-935-5753

KDS
KNOWLEDGE DELIVERY SYSTEMS

THE SCHOOL DISTRICT OF PHILADELPHIA
Education Center
440 N. Broad Street
Philadelphia, Pennsylvania 19130
Office of Talent
Office of Effectiveness

Heidi Oliver-O'Gilvie   *215.400.5662(Voice)*
Deputy   *215. 400.4651 (Facsimile)*

To Whom It May Concern:

As Deputy of Effectiveness of the School District of Philadelphia, I, Dr. Heidi Oliver-O'gilvie, am delighted to serve as reference to support of Knowledge Delivery Systems, Inc. (KDS). KDS provides a multitude of rigorous online, research-based courses covering every domain of the K-12 curriculum including instruction, assessment, professional development, and leadership. The School District of Philadelphia is a satisfied customer implementing KDS online courses. KDS began as our partner in 2012. KDS is highly competent and professional in their delivery of professional services. They provided in-person coaching and online courses to principals and teacher across the entire district. The goal was to improve teacher effectiveness, and therefore increase students' achievement, by helping teachers understand the analysis of school data, create successful classroom environments, engage all students in learning, and increase teacher effectiveness in delivering common core aligned content to all students. KDS provided services to between 2012-2014 to over 200 administrators and teachers at 66 schools across the district. We had a significant impact on SDP teachers' knowledge and practice.

The School District of Philadelphia is rich in diversity and through KDS' implementation and training we accomplished the following:
- o   938 SDP teachers received 90+ hours of Act 48 credit
- o   37 administrators received Act 45 PIL credit
- o   759 SDP educators received graduate credit for their completed KDS coursework

KDS' online courses allowed us to scale learning for our teachers with fidelity across the whole district which represents cost saving over our traditional approaches to PD. It was also more effective for our teachers to be able to access course content "on-demand" rather than to interrupt valuable classroom time with professional development sessions. Teachers were able to gain knowledge and practice in an ongoing way, which ensured sustainability of new practice. Our Teachers have been empowered through personalized learning provided by the online courses and we are happy to be a reference for KDS.

Sincerely,

Dr. Heidi Oliver-O'gilvie
holiverogilvie@philasd.org
(215) 400-5662

Reference #4

Name	Gallup-McKinley County Schools
Project Title	Professional Development Program: Gallup-McKinley County Schools
Primary Contact	Sammy Orr, Director of Personnel
Address	P.O. Box 1318 Gallup, NM 87305
Telephone	(505) 721-1000
Email	sorr@gmcs.k12.nm.us

G. Local, Small Local and Small Local Resident Business Enterprise Program

KDS is aware that on January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program / construction related contracts and professional services agreements. As with all OUSD projects, KDS will be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: Ousd.Org > Departments, Offices & Services Directory > Facilities Planning & Management Department >Bids and Requests for Proposals > 2014 Amendment to Local Business Participation Policy.

KDS is aware that the District is waiving the Policy for this RFP. KDS will utilize local businesses to the extent possible. KDS intends to utilize local printers for all materials and will hire a local project leader and/or implementation support person.

KNOWLEDGE DELIVERY SYSTEMS

Appendix A – Overview of PLP

OUSD's Professional Learning Platform

The KDS Professional Learning Platform (PLP) will be configured and branded to meet the requirements of the Oakland Unified School District for their Online Professional Learning Platform needs.

Asynchronous Online Courses

KDS has built hundreds of asynchronous online courses using the KDS Course Authoring Tool (CAT) and supported thousands of educators completing their coursework delivered in PLP. The KDS learning design for online course delivery accommodates online coaches who engage with learners throughout their course experience. The Professional Learning Platform supports asynchronous online courses with tools including:

- The PLP Online Course Environment
- Course Facilitation / Instruction Dashboard & Tools
- Course Authoring & Creation Tools

The PLP Online Course Environment

The Professional Learning Platform includes an online course environment that supports educators taking asynchronous online courses. The course experience is an immersive space for educators to complete their coursework, engage synchronously or asynchronously with their course peers, and interact with an online facilitator/instructor. PLP supports cross-platform learners using tables and phones – and provides a flexible platform for working with districts and partners to meet their specific needs.

- Rich, video-based learning materials and associated course resources (files, presentations, etc.)
- Online Evaluations, Worksheets, Tests, Projects, Surveys and Quizzes
- Asynchronous course group discussions with activity feed and notifications
- Live online coaching from course instructor
- Student reflections on lessons
- Collaboration tools including synchronous and group discussions as part of PLP
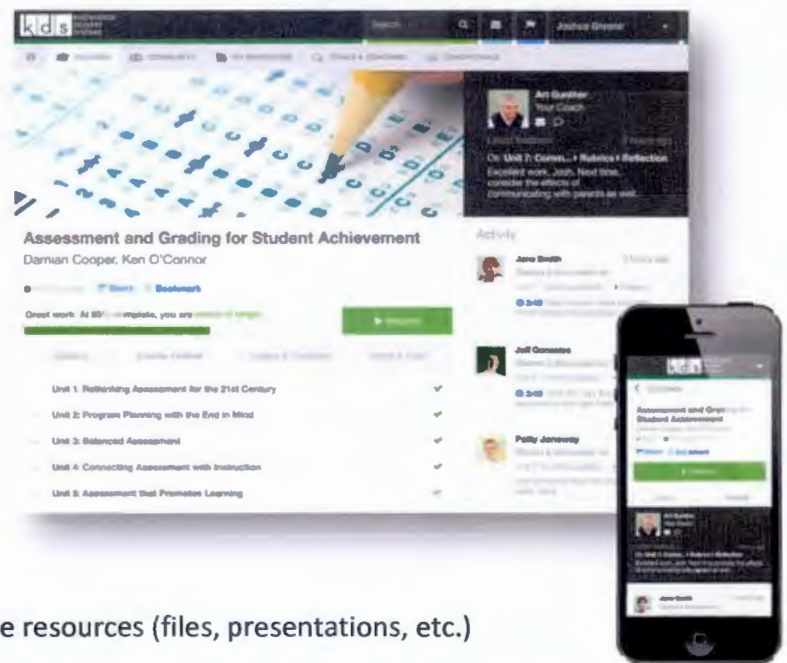
Online Facilitation / Instruction Tools

KDS provides tools to support online facilitation / instruction with learners through the course environment. Facilitators can track learner progress through the course content to keep learners on schedule and offer daily online "office hours" for immediate support and problem resolution.

By moderating and facilitating online peer discussions and reviewing online assessments, learners receive individualized evaluation and feedback towards improving their practice. Through interaction with online facilitators, learners develop their own capacity for effective self-reflection on professional practice. Learners achieve deep understanding of course content through both application and the established supportive online professional learning community as a result of facilitator feedback.

Course Authoring & Creation Tools

The Professional Learning Platform includes the ability for OUSD to create, build and distribute your own online courses using the KDS Course Authoring Tool (CAT). In addition to the ability to upload and share content in PLP, OUSD will be able to follow simple steps to create online courses using activities from the KDS course activity library – including YouTube and Embedded Videos, assessments, projects, text activities, and reflections. Here, you can create New Teacher Induction Courses, Compliance Courses, or any course that best suits your online course needs.

- Simple wizard-based course creation design
- Leverage KDS course activity templates, embed video or YouTube videos, and add quizzes and assessments
- Import SCORM based content directly into the course authoring tool

- Manage registrations and course access through the KDS Learning Management Tools

Course Playlists

PLP supports the delivery of Course Playlists in a variety of formats including:

1. Integrated SafeSchools Compliance Training Modules
2. Modules developed using the Course Authoring Tool (CAT) and delivered in the PLP Course Player
3. PD Series Learning Pathways
4. Modules available in the PLP Community and Content Library or library channel

Integrated SafeSchools Compliance Training Modules

SafeSchools is the leading developer of safety and compliance solutions for the education market, helping to create safer learning environments for school districts. PLP has integrated SafeSchools' suite of award-winning online training modules and compliance courses. Districts that have implemented SafeSchools have saved hundreds of thousands of dollars a year, while increasing safety and compliance.

Developed & Delivered in the PLP Course Player

PLP supports the delivery district created of interactive modules developed using Flash, Captivate, and Articulate Storyline. PLP allows for these modules to include associated resources, rich media content, and other course related activities – all delivered and tracked through PLP.
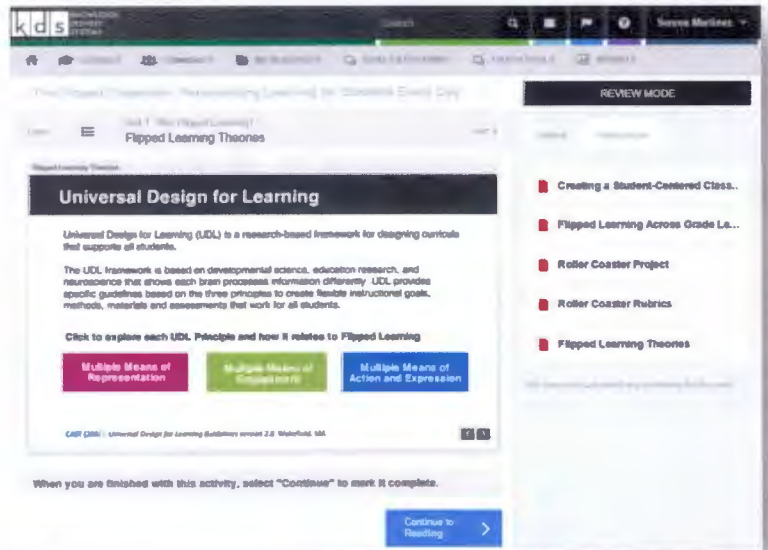
PLP Content and Community Library

PLP includes the ability to search and find district and community based content resources. These resources can be uploaded into the platform or federated with other third-party platforms (using LTI or other standards) so that users can search and find OUSD interactive modules.

- Searchable by keyword, tag, description, subject, grade, topic and framework
- Content channels allow FWCS to categorize resources according to content topic
- Compilations will include the ability to create Learning Pathways of connected resources, videos and activities
- Resources can be shared with groups and peers, or included as part of a Professional Learning Plan
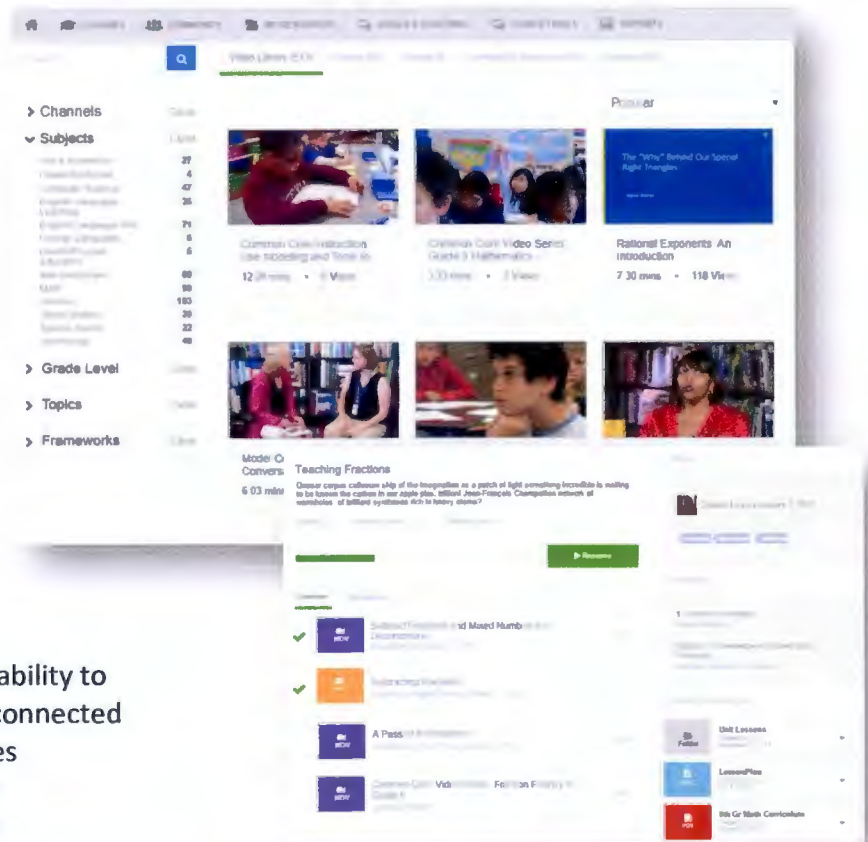
PLP PD Series Learning Pathways

PLP includes the ability for OUSD to define "playlists" of activities that can be assigned to users or specific user roles, or available for self-registration. PD Series includes:

- Collection of KDS or districts created activities, tasks, lessons or courses
- Assignable by role, experience, or self-registration based on recommendations
- District custom badge or certificate

Community and Team Pages

Virtual Communities of Practice & Collaboration

PLP connects your entire staff in a supportive informal learning environment with groups, chat, virtual meetings, and connections to experts & peers. Public or private virtual groups can be created and shared with other members of the community. PLP meets FWCS requirements for Community and Team with the following functionality allowing community members to:

- Join or be invited into public or private groups
- Engage in asynchronous discussions with group members

- Share resources, build a group resource "locker" or link to other resources in and outside of the PLP platform

- Schedule virtual meetings and share a group calendar. Scheduled events include event discussions, event materials (pre-read, supplemental, etc.), and a downloadable file to sync with local calendars

- Synchronously collaborate with tools to connect group members through instant
  messaging, virtual meetings including desktop
  sharing, white boarding, and video sharing

- Access a centralized newsfeed and community activity board showing activity across all groups, and connected peers

- Receive push notifications related to group activity and events

KNOWLEDGE DELIVERY SYSTEMS
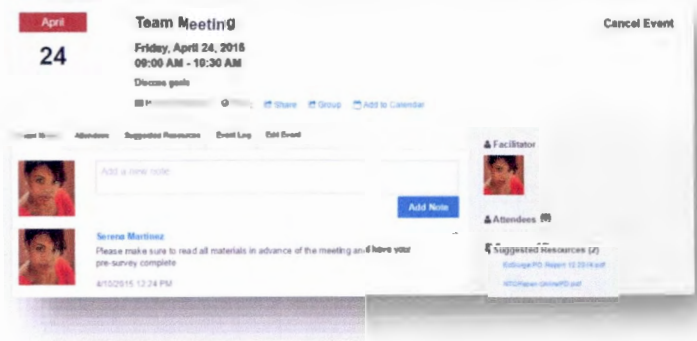
On Demand High-Quality Content

PLP provides on-demand access to curated and user contributed professional learning resources allowing teachers and staff to find reliable content and share it with peers across the district

- Over 5,000 KDS curated video lessons
- 150 safety training and compliance courses
- Course Authoring Tool for district created courses
- Community uploaded resources, videos, lessons, and documents
- PD content aligned to custom teaching frameworks
- Integrate with district content repositories and 3rd party platforms

Coaching & Mentoring – Helping Support Teachers

PLP connects teachers with coaches, mentors and experts in a collaborative and supporting learning environment.

- Coach dashboard provides quick access to all key coaching information
- Coaches and teachers can set goals aligned to district and school goals
- Assessments and observations help to personalize the learning experience
- Teachers and coaches have virtual collaboration space to share resources, annotate classroom videos or lessons, and engage online

KNOWLEDGE DELIVERY SYSTEMS
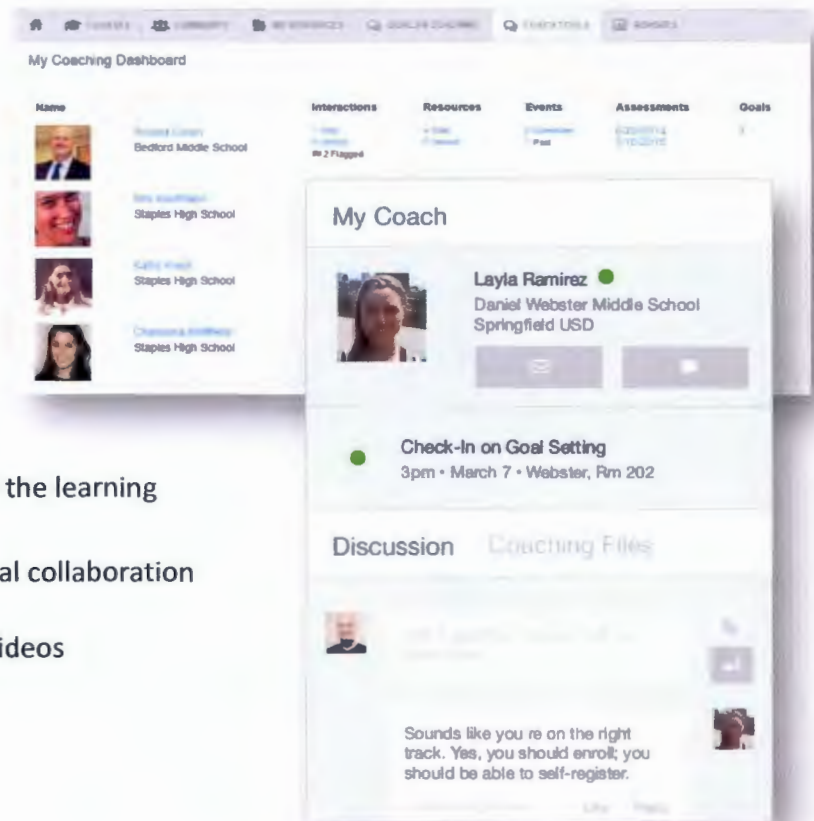
Professional Learning Plans

PLP helps teachers develop Professional Learning Plans to establish short and long term plans for professional learning and implementation of newly acquired skills -- aligned to personal, school and district goals

- Goal setting based on learning needs aligned to personal, school and district priorities
- Collaboration and tracking tools help coaches support and monitor active learning plans
- Badges encourage the completion of activities and tasks motivating teachers as they complete their goals
- Includes self-assessments and import of other measures configurable to custom learning frameworks
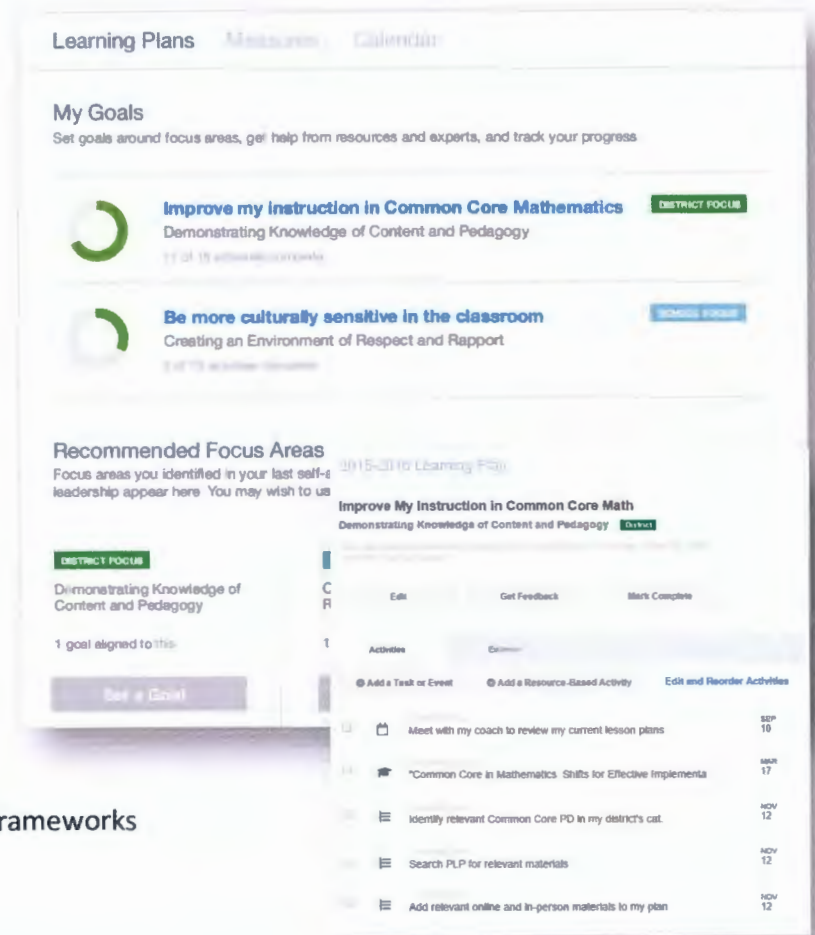
Comprehensive Reporting

PLP reporting provides role-based information that helps district and school based leaders monitor and track information about course performance, user activity, resource usage, learning plan completions, coaching engagements, and badges and credentials earned

- Aggregate level reporting
- Access trends and popular resources across the district
- Monitor coaching programs and engagements
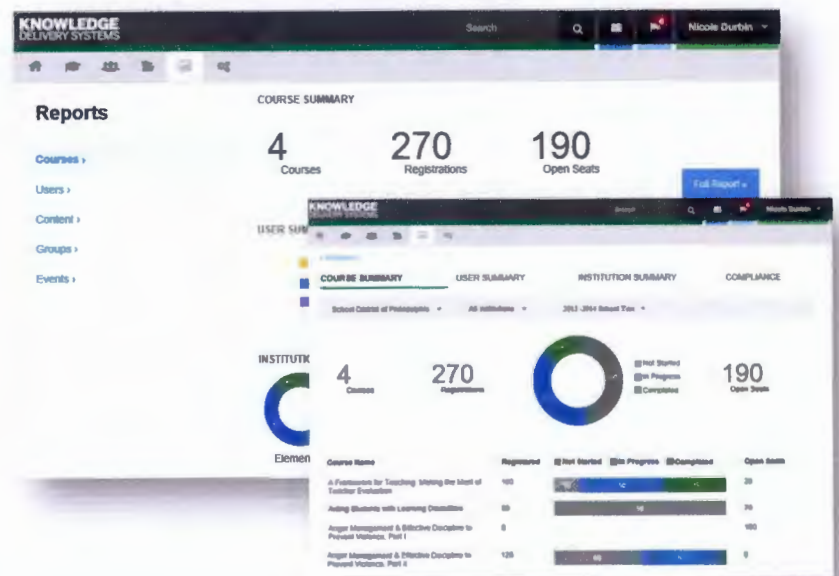
- Access course progress, performance, and credits earned
- Save and print reports
- View by district, school, or district

Appendix B – PLP Features & Functions

Functional Area	Features	Overview
Knowledge Management	Course Authoring	• Course Build Wizard • Import SCORM
	Course Registration & Management	• Ecommerce • Individual & Bulk Registration • Self-Registration
	Course Collaboration	• Collaborate Synchronously with Coach and Peers • Collaborate Asynchronously with Coach and Peers
	Coaching & Facilitation	• Coach Dashboard • Coach Feedback & Grading
	Course Experience	• Watch and bookmark videos • Take notes and download course resources • Engage in collaborative activities with other course peers • Complete surveys, project and course reflections • Engage in course discussion forums • Complete course assessments and quizzes
	Alerts & Notifications	• Accessible through Web or Mobile App • Alerts to Group or Coach Feedback and Discussions • Alerts for Course Milestones and Assignment Dates
	Course Portfolio	• Build a portfolio of evidence including certificates, badges and credits • Access course materials and peers
	Engaging Course Experience	• Easy-to-Use • iOS & Android App • Responsive Web Design • Earn Badges and Certificates
Collaboration & Social Engagement	Social Collaboration	• Connect with Experts, Mentors and Instructional Leaders • Connect with other Community Members based on multi-faceted search criteria or keywords
	Group Collaboration	• Create or Join Public or Private Groups • Engage in Lively Group Discussions • Share Documents, Resources, Lessons and other content • Keep up to date on Group Activity through iOS or Android App • Quickly Join a Group through QR Code or Web URL
	Synchronous Collaboration	• Web conferencing, screen sharing, virtual white boarding and instant messaging using Skype for Business or Google Hangouts

Functional Area	Features	Overview
	PD Content Discussion Forums	• Discuss, Rate and Share resources and content with community members • View related or recommended content based on ratings and popularity
	Social Media Connections	• Share posts, comments and resources with other social media platforms including Twitter, LinkedIn, Facebook and many more
Personalized Learning Dashboard	Personalized Content Recommendations	• Recommendations based on Profile, Areas of Interest, and Learning Goals • Recommendations include Courses, Curated Content, Community Resources, Groups and Social Connections
	District & Community Recommendations	• Recommendations based on Community, District and/or School Goals • Recommendations include Courses, Curated Content, Community Resources, Groups and Social Connections
	Alerts & Notifications	• Course activity and reminder alerts • Group and Social Connection Activity • Discussion Alerts • Email alerts and management
	My Courses	• Quick access to current and archived courses and course materials
	My Community	• Quick access to groups and social connections
	My Resources	• Quick access to shared resources, content watch list, group files, and uploaded evidence
	Events & Calendaring	• Downloadable calendar of synchronous and asynchronous events • Event discussions and resources
Professional Learning Plans	Self-Assessments	• Self-assess based on custom rubric or framework • Track history of self-assessments
	Teacher Evaluations	• Import common teacher evaluations and observations
	District and School Goals	• Establish common district or school-based learning goals
	Learning Plan Creation Tool	• Create individual goals based on self-assessments, evaluations, district and/ or school-based goals • Build a standards-based learning plan of courses, content, tasks and activities • Print Learning Plan for Offline Review • Upload evidence including classroom video, lessons, and other files • Quickly access current and previous goals • Engage synchronously or asynchronously with mentor / coach around plan goals and activities
	Integrated District Coaching	• Allow district coaches and instructional leaders to comment on Learning Plan, share evidence, annotate uploaded video and track progress

KNOWLEDGE DELIVERY SYSTEMS

Functional Area	Features	Overview
Progress Monitoring	**Self-Assessment**	• Configure district-wide self-assessments and assessment rubric • Determine frequency of Self-Assessments
	Teacher Evaluation	• Import common Teacher Evaluations and Observations
	Upload Classroom Video	• Upload and share classroom videos through App or platform
	Annotate Classroom Video	• Annotate uploaded video and time-stamp comments and observations
District Coaching	**Coach Management**	• Assign coaches to educators across the district • Update and monitor coach assignments
	Coach Dashboard	• Access caseload and engagement activity from Coach Dashboard • View Learning Plans, Collaborative Journal, Assessment Results, and Coaching Events
	Coach Engagements	• Monitor Learning Plan Creation and Provide Feedback • Engage in Collaborative Journal and Flag Important Comments and Questions • Schedule In-Person and Virtual Events and Coaching Sessions • View Goals and Assessments • Annotate uploaded videos and provide feedback on uploaded evidence and collaborative documents
	Coach Reporting	• Track caseloads • View and monitor assessments and progress • Track coach engagement
User Portfolio	**User Settings**	• Custom configured settings, district and job roles • Configurable email and notification settings
	User Profile	• Configurable areas of interest and expertise • Profile based on name and demographics • Custom image or avatar
	Portfolio	• Badges, Certificates and Earned Credentials • Personal "locker" of gathered and uploaded resources and shared materials • Evidence gallery of uploaded resources and videos aligned to a Learning Plan or Coach Engagement
Reporting & Analytics	**Program Reporting**	• Track overall program status and implementation including course usage, enrollment and engagement (quality and quantity)
	Course Reporting	• Track course enrollment • Track seat usage • Track course performance and progress • Track course activities and survey results
	Coach Reporting	• Track coach caseload assignments • Track coach and practitioner engagements

Functional Area	Features	Overview
		• Monitor Learning Plans and Goals • Track and monitor synchronous and asynchronous engagements
	User Activity Tracking	• Track system usage and activity
	Content Reports	• Track content access: favorites, shares and bookmarks
	Compliance Reporting	• Track search teams and content coverage
	Access, Export and Print	• Access custom reports created during implementation setup • Export and/or print reports • Integrate progress and results data into third-party PD Management and HR systems
High-Quality Content	KDS Courses	• Courses delivered by market-leading authors and presenters • Engage with virtual coaches, facilitators and peers around assessment activities • Communicate in course-related discussions with others in your course group • Supports ecommerce, bulk and self-registration
	District Courses	• Build district courses using the Course Authoring Tool
	Partner Content	• Access a Library of 5,000+ high-quality resources including videos, tutorials, websites and documents • Integrate other 3rd party channels for federated search
	District Content	• Create courses with a robust course authoring tool • Upload PD content into the CMS and build District Content Channels • Share PD content and resources with teachers and district staff
	Compliance Courses	• Access over 200 compliance courses
	Community Resources	• View and share videos and other professional development resources with your peers or virtual teams and groups
	Web Resources	• Search and share suggested websites and content
	Search & Browse	• Search content by standard, topic, keyword, or popularity • Align PD content to national or district professional learning standards
Open Technology Platform	Identity & Access Management	• Access platform using custom ID, district credentials, Google ID, Facebook ID, Microsoft Live ID, googled and LinkedIn ID
	Content Integration	• Load district PD content and resources into the PLP content repository individually, bulk import or through an API • Link Google, One-Drive and Dropbox drives for content access

Functional Area	Features	Overview
		• Align PD resources to searchable keywords, professional learning standards, and topics in the CMS
	Import Evaluation & Assessment Data	• Import standards-based rubrics and assessments for content recommendations and goal setting
	Custom Learning Framework	• Align content and goals to district customized learning framework and standards
	HR and PD Management System Data Feed	• Track activity, course progress, course completion, and credits earned though other HR and PD Management Systems • Track informal engagements, learning plan progress, and goal completion
	Cloud-Based	• Cloud-based access requires no additional district installation costs or technology commitments
	Mobile & Responsive Web Design	• Responsive web design supporting all common platforms, browsers and devices – including Apple's iOS • Available iOS and Android App
	Role-Based Access	• Canned and customizable roles based on configurable system operations
Support	**Training Videos**	• Searchable get started and training videos
	Knowledgebase	• Searchable Knowledgebase and quick-start materials
	Toll-Free Support	• Live product support and tiered escalation process

Appendix C – PLP Integrations

The following table highlights PLP integration options and capabilities:

Category	Value to Customer	Technology	Example Partners
Identity & Access Management	• Accelerate implementation & user adoption • Access PLP with existing username & password • Sign-on from existing corporate, community or district portal	• Custom self-register • Facebook ID • GoogleID • LinkedIn ID • LiveID • SAML / AD Integration • Azure Active Directory • RESTful API and Web Service Support	1. Schoolnet 2. TrueNorthLogic 3. MyLearningPlan 4. Cornerstone OnDemand
Partner or District Technology Systems	• Access, purchase, register, and report from existing technology systems (LMS, PD or performance management)	• RESTful API and Web Service Support	1. Schoolnet 2. TrueNorthLogic 3. MyLearningPlan 4. SolutionTree
Digital Content & Resources	• Centrally access & share all partner, community, or district professional learning content	• Course Authoring Tool (w/ SCORM import) • CMS to individually add PLP resources • CMS to bulk import PLP resources • DropBox, OneDrive, and Google Drive integration • Custom federation into digital repository	1. Learnzillion 2. Teaching Channel (fully functional PoC) 3. Battelle for Kids (FIP) 4. SafeSchools (compliance)
Observation & Assessment Data	• Set goals and find resources aligned to individual strengths & weakness • Recommend courses, lessons, resources, groups and connections to educator needs	• Bulk import specification • Custom integration	
Teaching Framework Alignment	• Partner, Community or District customized focus • Centralized goals and content alignment	• Import specification	1. Danielson Framework 2. Marzanno Framework 3. TTESS (Port Arthur Texas)

Appendix D – KDS Resumes

Erin Walker, VP Implementation & Operation

Experience:

Erin is an entrepreneurial education executive experienced at leading program innovation and managing national operations. She is a relationship manager who is deeply experienced at integrating learning initiatives in public and private schools, including; teacher and instructional leader professional development; blended learning models; teacher observation rubrics; performance tasks aligned to the Common Core Standards; computer-adaptive assessments; and Title I aligned after-school curricula. Erin also has experience as a Special Education teacher who delivered personalized instruction to classrooms of students with wide-ranging learning needs while managing the school's technology.

Professional Profile:

- VP – Implementation Operations, 2014-Present
- Managing Director – Digital Learning Program, CFY, 2011-2014
- Program Manager – Office of Assessment, New York City Department of Education, 2010-2011
- VP – Professional Learning Services, Teachscape, 2008-2010
- Kaplan K12 Learning Services,
    - GM – Northeastern (Central), 2007-2008
    - Director of Implementation (Northeastern), 2005-2007
    - Manager of Implementation, 2004-2005
- Founding Executive Director, Linking Communities for Educational Success, Inc., 2001-2004
- Special Education Teacher and Technology Coordinator, City Lights School, 1997-2001

Education:

- M.A., Transition Special Education and B.A., Human Services, American Studies (minor), The George Washington University, Washington, D.C.

Mark Davis, VP K-12 Partnerships

Experience:

Mark is an educational executive who is results oriented and possesses a long track record of leadership success. He is a confident leader with the ability to network with both internal and external stakeholders and to create plans that successfully accomplish objectives. Mark

possesses a strong financial, sales, and operational background with an understanding of how to communicate educational issues and find solutions. At KDS, he drives strategy and growth and is focused on developing teachers and administrators to prepare k12 students for 21st century skills through online and blended professional development.

Professional Profile:

- VP – K12 Partnerships, Knowledge Delivery Systems, 2014-Present
- Consultant – Fundraising & Business Development, New Classrooms, 2012-2014
- Senior VP – Field Operations, Catapult Learning, 2009-2010
- Kaplan K12 Learning Services,
  - GM – K12 Partnerships (East), 2006-2009
  - VP of Educational Partnerships (Northeast), 2004-2006
  - Executive Director, Educational Partnerships (West), 2002-2004
  - Director, Educational Partnerships (N. CA, OR, WA), 2000-2002
  - Implementation Director, 1998-2000
- Program Director, LA Partnership for Service Learning, 1996,1998
- Executive VP, Paul's Sundries Inc., 1991-1996

Education:

- B.A., Political Science, Business Administration and Education (minors), University of California, Los Angeles

Sophia Tania Thwaites, Manager of Instruction

Experience:

Sophia has more than twenty years of experience in both elementary and high school teaching and urban and suburban settings. She has also been an ELA coach, providing literacy and instructional support and a senior manager at the Chicago Public Schools central office, leading major English Language Arts district initiatives.

Professional Profile:

- Manager of Instruction, Knowledge Delivery Systems, 2012-Present
- Course Facilitator, Knowledge Delivery Systems, 2011-2012
- Homebound Instructor, Strategic Learning, 2011-2012
- Online tutor, Educate Online, 2012-2012
- Social Studies Teacher, Hasting-on-Hudson School District, 2007-2008
- Social Studies Teacher, Ossining Union Free School District, 2005-2007
- Social Studies Teacher, Our Lady of Sorrows School, 2002-2004

Education:

- M.A. Education – Social Studies Concentration, Teacher's College, Columbia University, New York City, New York
- Postgraduate Diploma in Education – Secondary School History, University of the West Indie, Kingston, Jamaica
- B.A., History, University of Florida, Gainesville, FL

Susan M. Condrey, Regional Director

Experience:

Susan has been a teacher and administrator in elementary, secondary and adult settings, including District Professional Development/Curriculum & Assessment Coordinator, principal, assistant principal, and community college professor. She is a national and international speaker on issues of curriculum/assessment, transformation, diversity, equity, teacher and leader effectiveness, technology in education, safety in cyberspace, single gender options, strengthening systems, and multi-agency collaboration. Susan also has experience as a consultant to schools, companies, and agencies throughout the United States.

Professional Profile:

- Regional Director, Knowledge Delivery Systems, 2014-Present
- Senior Educational Consultant, Teachscape, 2013-2014
- Strategic Partnership Manager, Evans Newton Incorporated, 2007-2013
- Adjunct Professor, Golden West Community College 2000-2003
- Educational Consultant & Sales, Evans Newton Incorporated, 1983-2007
- Founder & President, Condrey Software, 1989-1998
- Orange County Department of Education,
  - Principal – Area Superintendent, 1996-1997, 1999-2000
  - District Coordinator – Technology Enhanced Learning Solution, 1997-1998
  - Assistant Principal, 1995
  - Teacher, 1980-1995
- Business Writing Consultant, 1983-1985

Education:

- Doctorate of Education – Institutional Management, Pepperdine University Graduate School of Education & Psychology, Los Angeles, CA
- M.A., Special Education, Chapman University, Orange, CA
- B.A., Elementary Education, Arizona State University, Tempe, AZ