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Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Jamilah Sanchez, Director of Early Literacy

Meeting Date April 22, 2026

Subject Review of No Cost Service Agreement for 1:1 Literacy Tutoring with Ignite Reading

Ask of the Board Ratification by the Board of Education of a No Cost Services Agreement (SA) and Data Sharing Agreement (DSA) by and between the District and Ignite Reading, San Francisco, CA, for the latter, through the SA, to provide 1:1 High Dosage Literacy Tutoring at 23 schools, as described in Exhibit A, as described, incorporated herein by reference as though fully set forth, for the period of July 1, 2026 through May 7, 2027, at no cost to the District, and through the DSA, the terms and conditions of the District’s transmission of or sharing of pupil data with Ignite Reading and the protection by Ignite Reading, of such data, for the same term as the SA, via the Academics and Instruction Department.

Background As part of Initiative 1 of OUSD’s Strategic Plan, Ensuring Strong Readers by Third Grade, OUSD is receiving financial support from Eat. Learn. Play. Foundation to provide high-dosage virtual 1:1 literacy tutoring to students scoring 2 or more years below grade-level in their reading proficiency at all elementary schools.

The OUSD Academics Department and Literacy Team are facilitating the continuation of two programs selected through a rigorous review process and evaluation of the pilot of three programs. Each program uses a structured literacy approach and provides systematic, sequential, and explicit word-recognition instruction to support students' decoding. Each student is paired with a vetted, highly-trained tutor for individualized virtual tutoring.

The high-dosage tutoring pilot started with 18 schools during SY23-24. Due to positive early data on the impact of the tutoring on students, the pilot was scaled up to 33 schools for SY24-25, and to all elementary schools for SY25-26. An external evaluation of the tutoring program showed positive effects on student reading growth, with Ignite Reading demonstrating the strongest growth for students on one of two key measures of literacy, as well as positive feedback about the impact on students from OUSD school leaders and teachers.

Discussion

We ask that the Board approve the No Cost Service Agreement so that students selected by their site leadership and teachers can receive Tier 3 literacy support from Ignite Reading. Research has shown that high-dosage, 1:1 tutoring is one of the most effective ways to help students make significant gains. We want to ensure that our students who need the most support have layers of support to make progress in literacy. Tutoring will be conducted from September 2026 to May 2027. We will continue to partner with an external evaluator to assess the impact of the tutoring.

Fiscal Impact

There is no fiscal impact on the district as Eat. Learn. Play. Foundation is paying the tutoring programs directly to provide the tutoring.

Attachment(s)

- No Cost Service Agreement between OUSD and Ignite Reading
- Data-Sharing Agreement between OUSD and Ignite Reading

NO COST SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.** VENDOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that VENDOR may impose certain costs on families and students but only as permitted in **Exhibit A**.
4. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR’s provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
5. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
 - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
6. **Data and Information Requests.**
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
 - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
7. **Confidentiality and Data Privacy.**
- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing

the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
8. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
9. **Alignment and Evaluation.**
 - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

10. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
11. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
12. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
13. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;

- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

15. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

16. Insurance.

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
17. **Testing and Screening.**
- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in

Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Health and Safety Orders and Requirements; Site Closures.

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest.

VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
23. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right

to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
24. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
26. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

37. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

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

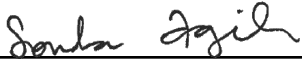
VENDOR

Name: Jessica Sliwerski Signature: 

Position: Cofounder & CEO Date: 2026-03-10

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Sondra Aguilera Signature: 

Position: Chief Academic Officer Date: 3/25/2026

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template Approved as to form by OUSD Legal Department

**SERVICES AGREEMENT
EXHIBIT A**

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Ignite Reading

Clause 1: Services. Describe the SERVICES VENDOR will provide: _____

~~15 min/day, 5 days/week (75 min/week) of targeted 1:1 virtual foundational reading~~
~~skills instruction with a highly trained, accountable tutor. Student must be present for~~
~~scheduled sessions (sessions missed due to student attendance or school~~
~~cancelation will not be rescheduled). Up to 756 students across 23 OUSD sites~~
~~Sites include: Markham, Sankofa, ICS, SEED, Esperanza, Korematsu, Prescott,~~
~~Greenleaf, Bella Vista, Burckhalter, Highland, Horace Mann, Global Family, La~~
~~Escuelita, Laurel, LSA, MLK, Redwood Heights, Bridges, MLA, Joaquin Miller,~~
~~Montclair, Glenview~~
~~More detailed information can be found in the Scope of Work~~

Clause 2: Term.

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: July 1, 2026

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: May 7, 2027

Clause 3: Compensation.

VENDOR may impose the following costs on families and students: _____

There are no additional costs to students and families.

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 12: Legal Notices.

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Evan Marwell
Address: 6 Presidio Terrace, San Francisco, CA 94118
City, ST Zip: _____
Phone: (310) 709-0390
Email: ~~evan.marwell@ignite-reading.com~~

Clause 16: Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

Clause 17: Testing and Screening. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 19: Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.
- Yes, but the SERVICES would be different than described herein, they would be as follows:

CERTIFICATE *of* SIGNATURE

REF. NUMBER
XYZCWJ-KXXKB-GEJXL-EJNBU

DOCUMENT COMPLETED BY ALL PARTIES ON
11 MAR 2026 03:53:01
UTC

SIGNER

JESSICA SLIWERSKI

EMAIL
JESSICA.SLIWERSKI@IGNITE-READING.COM

TIMESTAMP

SENT
11 MAR 2026 03:53:01

SIGNED
11 MAR 2026 03:53:01

SIGNATURE



IP ADDRESS
172.59.200.195

LOCATION
PHOENIX, UNITED STATES



DATA SHARING AGREEMENT

This Data Sharing Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “RECIPIENT INDIVIDUAL” includes (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under RECIPIENT’s direction, invitation, or control.

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data

will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in

Exhibit A, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.

10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall delete, dispose, or destroy all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been deleted, disposed of and/or destroyed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.

- iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
- 14. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 15. **Certificates/Permits/Licenses/Registration.** RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
- 16. **Qualifications, Training, and Removal.**
 - a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
 - b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this AGREEMENT in conformity with the laws and regulations of the State

of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

- c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.
17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall

- immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- d. Upon termination, RECIPIENT shall provide OUSD with all data and materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any

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

23. **Indemnification.**

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

24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful

discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. **Compliance with California and Federal Laws.** RECIPIENT shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The RECIPIENT shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the RECIPIENT or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
39. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and

Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

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

REST OF PAGE INTENTIONALLY LEFT BLANK

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

RECIPIENT

Name: Jessica Sliwerski Signature: Jessica Sliwerski
Position: Cofounder & CEO Date: 2026-03-10

OUSD

Name: Sondra Aguilera Signature: Sondra Aguilera
Position: Chief Academic Officer Date: 3/25/26
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: _____
Position: Interim Superintendent and Interim Secretary, Board of Education
Date: _____

Template approved as to form by OUSD Legal Department

**DATA SHARING AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this AGREEMENT)

RECIPIENT: Ignite Reading

OTHER AGREEMENTS BETWEEN THE PARTIES:

- _____
- _____
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<input type="checkbox"/>
<i>Application Use Statistics</i>	Metadata on user interaction with application	
	SBAC results	<input type="checkbox"/>
	ELPAC results	
	IAB Results	
<i>Assessment</i>	Other assessment results (list below):	
	• <u>DIBELS</u>	
	• <u>SIPPS</u>	
	• <u>i-Ready</u>	✓
	• _____	
	• _____	
	• _____	
<i>Attendance</i>	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	
<i>Conduct</i>	Number of suspensions	
	Days suspended	

<i>Demographics</i>	Gender	✓
	Race/ethnicity	✓
	Date of birth	✓
	Special ed. flag	✓
	Home language	✓
	Language proficiency	✓
	Birth country	✓
<i>Enrollment</i>	School	✓
	Grade level	✓
<i>Parent/Guardian Contact Information</i>	Name	
	Address	
	Email	
	Phone	
<i>Schedule</i>	Student scheduled courses	✓
	Teacher names	✓
<i>Special Indicator</i>	English language learner	✓
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	
	Newcomer	✓
	Title 1 flag (schoolwide)	
<i>Student Contact Information</i>	Name	✓
	Address	—
	Email	✓
	Phone	

	Local student ID number	✓
	Teacher ID number	
	State student ID number	
<i>Local Identifiers</i>	Provider/app assigned student ID number	
	Student app username	✓
	Student app password(s)	✓
	Dummy identifiers	
<i>Student Work</i>	Student generated content; writing, pictures, etc.	
	Student course grades	
<i>Transcript</i>	Current year GPA	
	Cumulative GPA	
	Student bus assignment	
<i>Transportation</i>	Student pick up and/or drop off location	
	Student bus card ID number	
	List additional data elements here	
<i>Other</i>	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.**

OUSD Data includes personally identifiable information from a student record,

AND at least one of the following:

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: 7/1/26

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: 5/7/27

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Evan Marwell

Address: 6 Presidio Terrace San Francisco, CA 94118

City, ST Zip: _____

Phone: (310) 709-0390

Email: ~~evan.marwell@ignite-reading.com~~

CERTIFICATE *of* SIGNATURE

REF. NUMBER
E65IY-RKIT2-DQLUV-7ZRQJ

DOCUMENT COMPLETED BY ALL PARTIES ON
11 MAR 2026 03:29:24
UTC

SIGNER

JESSICA SLIWERSKI

EMAIL
JESSICA.SLIWERSKI@IGNITE-READING.COM

TIMESTAMP

SENT
11 MAR 2026 03:29:24

SIGNED
11 MAR 2026 03:29:24

SIGNATURE

Jessica Sliwerski

IP ADDRESS
172.59.200.195

LOCATION
PHOENIX, UNITED STATES





Oakland Unified School District

Tier 3 Tutoring Services

Scope of Work for SY 26-27

March 12th, 2026

Executive Summary

The Challenge

Students who are not reading proficiently by the end of third grade are four times more likely to drop out of high school. The root cause is almost always the same: unaddressed decoding gaps. When students cannot automatically recognize words, reading becomes slow and effortful. Without targeted intervention, these gaps compound every year.

High-dosage tutoring programs grounded in the Science of Reading is the most effective intervention research has identified for closing these gaps. Done right, it does more than improve reading scores. It changes a student’s academic trajectory.

Closing foundational reading gaps requires more than occasional tutoring or software practice. Three conditions must happen at the same time: daily individualized instruction, teaching aligned to the Science of Reading, and consistent implementation support inside schools.

Why Districts Choose Ignite Reading

District leaders evaluating literacy interventions often compare several types of solutions: software-based programs, occasional tutoring, and pull-out interventions. Ignite Reading was designed to address the limitations of these approaches by combining the instructional impact of human tutoring with the scalability of a digital platform. The result is a model that delivers consistent daily intervention, measurable outcomes, and strong implementation support for schools.

Four elements define the Ignite Reading model

Human tutoring – not software

Every session is led by a trained tutor who builds a real relationship with the student. Instruction adapts in real time based on each student’s responses.

Daily high-dosage intervention

75 minutes of 1:1 tutoring every week, delivered in short daily sessions that maximize engagement and build the automatic word recognition fluency needs.

Science of Reading instruction

Phonemic awareness, phonics, decoding, and automaticity – the foundational skills that research shows matter most, delivered in a structured, evidence-based sequence.

A true implementation partner

Dedicated Literacy Success Partners, proactive monitoring, school coaching, and district reporting – from launch through end of year.

Program Scope - OUSD SY 2026-2027

Ignite Reading will partner with Oakland Unified School District (OUSD) and Eat. Learn. Play. Foundation (ELP) to provide high-dosage tutoring services to up to 756 students across 23 OUSD elementary schools during the 2026-2027 school year. This is our fourth consecutive year serving OUSD – and our strongest yet.

Service Summary

Program Dates: September 21, 2026 through May 7, 2027

Program Size: Up to 756 students across 23 OUSD sites

What OUSD receives:

- 15-minute daily one-to-one virtual tutoring sessions, five days per week (75 minutes per week), delivered by a highly trained, accountable tutor
- Up to 10 minutes of additional daily independent practice through Ember, extending learning into transition time before and after each session
- Consistent tutors for student sessions to build caring relationships
- Personalized instruction targeting specific decoding gaps
- Student workbooks and decodable readers aligned to each unit, giving students structured practice to reinforce skills between sessions
- Baseline diagnostic assessments and routine progress monitoring
- Beginning, Middle, and End of Year DIBELS-aligned benchmarking
- District, school, and student-level progress reports with routine check-ins to discuss growth and areas of opportunity
- Designated Literacy Success Partner and ongoing support to ensure optimal conditions for program success
- Upfront and ongoing strategic thought partnership with the OUSD team
- Intentional school leadership and staff onboarding process

Participating Schools

All 23 schools are continuing partners. Eight (*) are Dual Language sites.

School	School
Bella Vista	La Escuelita
Bridges*	Laurel
Burckhalter	LSA*
Esperanza*	Markham
Glenview	MLK
Global Family*	MLA*
Greenleaf*	Montclair
Highland Community	Prescott
Horace Mann	Redwood Heights
ICS*	Sankofa
Joaquin Miller	Manzanita SEED*
Korematsu Discovery	

Clarifying Questions

1. **What shifts have you made to the program, or are you considering for next year? (e.g. curricular, dosage, scheduling, staffing, data communication, etc.)**

SY 25-26 Enhancements

We've continued to strengthen the service level and quality of our pedagogy we provide through our commitment to continuous improvement. **In SY 25-26**, we deepened the instructional experience based on student performance data and partner feedback through:

Innovation	What It Means for Students
Introducing Decodable Texts	We introduced decodable texts aligned to each unit in Ignite Reading's scope and sequence, giving students structured practice applying phonics skills they have already been taught to build fluency, confidence, and automaticity as they advance through the program.

Launching Ember – OUSD's Pilot Experience	<p>OUSD was one of five districts selected to pilot Ember in Fall 2025. Ember keeps students productively engaged during transition time before and after each session, adding up to 10 minutes of independent daily practice that reduces idle time and gives teachers one less thing to manage. Pilot results showed students mastered 10% more high-frequency words than with tutoring alone, with direct, measurable gains in reading fluency.</p>
Pre-Assessments for Precise Skill Placement	<p>Students now begin each unit with a pre-assessment that identifies what they have already mastered, allowing them to skip ahead to instruction that targets their actual gaps. Tutoring sessions are more efficient, and students never sit through content they don't need, accelerating their progress without sacrificing learning outcomes.</p>
Expanded Student Workbooks Across the Full Continuum	<p>Building on workbooks introduced in SY24-25, we now provide skill-aligned materials spanning the full continuum of foundational reading development. From basic alphabet knowledge through multi-syllabic decoding, every student has structured practice materials matched to exactly where they are in the program.</p>
Accelerator Packs	<p>The Accelerator Pack provides a second 15-minute tutoring session each day for two groups of students: first graders who are on the cusp of meeting grade-level benchmarks and need an extra push to get there, and second graders who are further behind in the skill continuum and need additional daily instruction to make meaningful progress within the year.</p>
Summer School Pilots	<p>Summer school programs are available for select districts seeking to extend high-dosage tutoring into the summer months, providing additional reading practice during a period when foundational skill gaps often widen.</p>

Additionally, [Johns Hopkins University published research in SY25-26](#) confirming that Ignite Reading's virtual model produces outcomes that match in-person tutoring. First graders who received Ignite Reading services gained an average of at least five additional months of learning over expected growth — with consistent gains across Black, Hispanic, English learner, and students with disability subgroups. Notably, Year 2 results were stronger than Year 1, and the findings were characterized as "strong and replicable," confirming that Ignite Reading's impact not only holds but also improves over time. Most compellingly, *85% of students who mastered foundational reading skills in first grade were still on track a year later, without additional tutoring.*

SY 26-27 Enhancements

In SY26-27, we are continuing to raise the bar. Here is what OUSD students and schools will experience differently this year:

Innovation	What It Means for Students
Automaticity Interventions	For students who have mastered decoding but aren't reading automatically. New words and passage-level practice build the fluency needed for effortless reading.
Expanded Ember Activities	Additional activities in Ember deepen automaticity and fluency practice, extending the impact of every tutoring session.
Double Dosing	Select partners can enroll eligible students in two tutoring sessions per day—a more aggressive intervention timeline than previously available.
Enhanced Reporting	We are expanding our reporting capabilities to give school and district leaders richer, more actionable data on student progress.

Underlying all of these enhancements is our most significant strategic commitment for SY26-27: [Ignite Reading's First Grade Promise](#). Our goal is to ensure that district partners enroll as many first graders as possible in the Ignite Reading program, because first grade represents the most critical window for foundational reading intervention. The earlier students receive targeted support, the less remediation they need later. For continuing partners like OUSD, this commitment reflects our shared urgency around reaching students before skill gaps compound.

2. What on-the-ground support can you provide for sites during planning and launch? Can you offer one-on-one consultancy during the first few weeks of June to help leaders plan for the coming year?

As a continuing partner, OUSD benefits from established relationships, institutional knowledge, and implementation experience already in place, reducing the ramp-up time required with new programs. Our support for SY26-27 focuses on refinement and readiness.

In late April or May, we dedicate structured, in-person planning time with school leaders to review SY25-26 data, confirm student rosters, lock in scheduling logistics, and identify any site-specific adjustments needed heading into the fall.

Throughout the summer, site leaders and School Champions have access to one-on-one virtual consultancy, including refresher support for returning staff and targeted onboarding for anyone new to

the program. No school enters September with unresolved questions.

Within two weeks of launch, Ignite Reading's team members will be present in OUSD schools, hands-on, to ensure a smooth start. We will prioritize campuses with new school champions and use SY 25-26 data to provide targeted support. In addition, our team is available in real time to support School Champions, address questions, and ensure every student is in their session and learning from the start.

3. What ideas and support can you provide to partner with sites to improve Tier 3 attendance?

Improving Tier 3 attendance requires shared ownership between Ignite Reading and school leaders, and we approach it as a joint responsibility from day one. Specifically, we:

- **Set clear attendance expectations during onboarding** so that students and teachers understand that consistent participation drives results.
- **Monitor attendance** through our data dashboard and flag patterns early. Our Literacy Success Partner reviews trends with School Champions during regularly scheduled student impact meetings.
- **Identify root causes, not just symptoms.** Attendance barriers at the Tier 3 level are often structural – scheduling conflicts, rostering mismatches, or students being pulled for other interventions. We work directly with school teams to diagnose and resolve these challenges.
- **Provide schools with weekly student-level attendance data**, including instructional minutes and grade-level attendance, giving OUSD leaders the visibility they need to hold the right conversations with teachers.
- **Leverage student progress data as a re-engagement tool.** When teachers and school leaders can see measurable growth, it reinforces the value of protecting tutoring time and maintaining consistent participation.

4. How can you help schools understand how tutoring data fits into the data from other tiers of support (e.g. DIBELS progress monitoring data)?

Ignite Reading is designed to fit into OUSD's existing instructional framework, not operate separately from it. Our assessments are aligned to DIBELS measures, meaning the foundational skills we track – phonemic awareness, phonics, and oral reading fluency – map directly to what OUSD is already measuring through DIBELS and iReady.

Our baseline diagnostic is research-based and provides a precise picture of each student's specific decoding gaps. The skills we assess correspond directly to the Word Recognition strands of Scarborough's Reading Rope, the same framework underpinning Science of Reading-aligned instruction across OUSD's core curriculum.

Because our data speaks the same language as the tools OUSD already uses, school leaders can review Ignite Reading progress data alongside iReady benchmarks and DIBELS results. During regular Student Impact Meetings, school and district leaders have a dedicated opportunity to review tutoring

data alongside their existing iReady and DIBELS data. Literacy Success Partners help interpret results, explore connections across tiers, and brainstorm next steps for students who may need additional support. These conversations help school teams turn data into action.

Implementation Timeline

Our implementation timeline is built for a continuing partnership. All 23 OUSD sites bring established relationships, institutional knowledge, and implementation experience into SY26-27. The focus is on refinement and readiness rather than building from the ground up. The timeline below is designed to set every site up for a strong launch on September 21, 2026.

Spring 2026 Preparation Phase (March-June 2026)

All dates listed below are tentative and may shift to other months depending on district timelines and intentionality.

March 2026

The goal for this month is to have clarity of vision from OUSD and ELP so that we can strategically backwards plan for a successful fall launch.

- **March 12, 2026:** Submit Scope of Work to ELP Foundation and No-Cost Service Agreement to OUSD
- **March 27, 2026:** OUSD communicates with schools about plans and provides guidance on student selection
 - OUSD provides Ignite Reading with a list of all participating school sites, including the names and email addresses of the Principal and Assistant Principal.
 - OUSD indicates which school sites will have new leaders next school year; if possible provides names and email addresses.
- **March 31, 2026:** Ignite Reading receives the following from OUSD:
 - Executed Ignite Reading Partnership Agreement and Data Sharing Agreement
 - District IT point of contact name/email address
 - Grade level expectations and guardrails
 - Number of Eat.Learn.Play funded students at each site
 - Confirmation of Curriculum and Assessments
 - Foundational Reading Skills Curriculum
 - Foundational Reading Skills Assessments
 - ELA Curriculum
 - ELA Assessment

April/May 2026

Principals and Champions will be informed of plans for Tier 3 tutoring and will attend an in person collaborative planning session during an existing leadership time or principal's meeting. In this session, we will discuss what worked well and identify opportunities from the 25-26 school year. We will also begin some of the crucial onboarding work with them that same day. This will enable them to understand the model more deeply, including best practices for implementation. It's a powerful learning opportunity to set them up for greater success when they launch in the fall. We also want to ensure that the foundation is laid for all the planning that will need to occur in August and September.

Participation in these events will be an initial leading indicator for us on engagement, helping inform which of the newly participating schools' leaders will be more independently motivated and which may require more hand-holding as we move into fall planning.

- **April 10, 2026**
 - Ignite Reading School Champion selection (name, email address, title)
- **Week of April 27, 2026**
 - In person Principal Onboarding session to outline expectations, timeline, program logistics, session time and student selection to prepare for launch and implementation
 - School Champions are invited and encouraged to attend with their respective School Leader
 - New School Leaders and School Champions attend a site visit to see Ignite Reading in action
- **Week of May 4, 2026**
 - Follow up with in person 1:1 meetings with school teams that weren't able to attend the planning session or need continued consultancy
 - Ignite Reading Team will outline key information these leaders and champions missed at the events the week of April 29 (i.e., program expectations, timeline, logistics, time slots, and student selection best practices) in order to prepare for launch and implementation
- **By the end of May 2026**
 - Hold virtual SY 25-26 End of Program Meeting with schools and district team
 - Confirm appropriate headphone supply for all Ignite Reading students
 - Work with each school to secure the following before summer break:
 - Fall school schedules
 - Preferred tutoring session times
 - Meetings/training sessions to be scheduled in preparation for launch:
 - Ignite Reading Onboarding Training if new to Ignite Reading (School Champions; optional for School Leaders)
 - Ignite Reading Training Sessions (School Leaders, School Champions & Teachers)
 - Schedule during school PLC time
 - Training modules will include a program overview, information on academic components, and preparing for launch week

June-September 2026

- **Ongoing:** 1:1 meetings with school teams for continued planning support as needed
- **Mid-August 2026:** Student data sync, onboarding sessions and meeting scheduling
 - Clever student data sync (District IT)
 - School Champion Onboarding Training Sessions
 - Schedule Baseline Data Meetings

- **August 24-September 4, 2026:** Ignite Reading Training Sessions and session time confirmation
 - Audience: School Leaders, School Champions & Teachers
 - Schedule during school PLC time
 - Training modules will include a refresher of the spring collaboration session: overview of Ignite Reading, information on academic components, and preparing for launch week
 - Confirm Ignite Reading session times (required for rostering)
- **August 17- September 7, 2026:** Schools complete beginning-of-year iReady and DIBELS assessments
- **September 8-10, 2026:** Schools roster students on the Ignite Reading Platform
- **September 11, 2026:** Rosters submitted
 - **NOTE:** *The completed Ignite Reading roster is due 1 week before the program start date. The assessment window needs to be completed by September 7 if schools need to use that data to inform their rosters.*
- **September 21, 2026:** Program launches across all 23 sites
 - **NOTE:** *Sites that have not successfully completed Onboarding may have delayed launches, but the District team will be aware of this risk and associated school partners early in the process.*

October-December 2026

- **End of September 2026:** Baseline data meetings
- **October- December 2026:** Student Progress meetings

Spring 2027 Continuation

- **February 2027:** Middle of year program meetings
- **March-May 2027:** Student Progress meetings continue
- **March 2027:** Planning for summer school (if applicable) and 2027-28 school year; finalize seat counts and program start date
- **May 2027:** Fall implementation planning for the 2027-28 school year

District & School Support Model

We do not hand districts a program and walk away. Every school in OUSD has a dedicated point of contact, a monitoring system, and a team that proactively identifies and resolves challenges before they affect students.

Your Ignite Reading Team

Team Member	Role in This Partnership
<p>Jessica Sliwerski Cofounder & CEO jess@ignite-reading.com (310) 709-0390</p>	<p>An Oakland community member personally invested in OUSD's success. Participates in strategic meetings with OUSD and ELP leadership.</p>
<p>Jenn Zani Sr. Manager, Partner Success jenn.zani@ignite-reading.com (904) 338-6011</p>	<p>Leads strategic project management and cross-functional coordination for the partnership, ensuring alignment with district goals and program outcomes.</p>
<p>Nicole Armstrong VP, Customer Experience nicole.armstrong@ignite-reading.com (646) 660-4661</p>	<p>Oversees the Customer Experience team. Ensures the right people support OUSD and handles any escalations directly.</p>
<p>Melissa Smith VP, Partnerships melissa.smith@ignite-reading.com (801) 678-3021</p>	<p>Works with OUSD schools to build buy-in, determine student participant counts, and ensure schools understand how the program operates.</p>
<p>Madison Butler Sr. Literacy Success Partner madison.butler@ignite-reading.com (607) 744-9017</p>	<p>Your primary day-to-day contact. Owns successful launch and implementation across all OUSD schools. Monitors student growth data and provides teachers with specific, actionable recommendations.</p>

Proactive Implementation Support

Ignite Reading delivers a multi-layered support system specifically designed to identify early warning signs and provide immediate intervention for schools facing implementation challenges. We do not wait for problems to escalate – our model is built around proactive identification and rapid response.

The following supports are in place for OUSD:

- **Early Warning System:** Your LSP monitors attendance, session completion, and student progress every day. Struggling schools are flagged before problems compound.
- **Customized Intervention Plans:** For schools with implementation challenges, we develop targeted plans and act alongside school leadership.
- **School Champion Coaching:** Direct, scheduled coaching on protecting tutoring time, boosting attendance, and resolving barriers.
- **Administrator Guidance:** Targeted support for principals on using tutoring data alongside iReady and DIBELS to drive instructional decisions.
- **District Strategic Sessions:** Ongoing planning, progress reviews, and support for board or leadership reporting.

Investment and Payment Schedule

Ignite Reading operates on a flexible seat licensing model designed to maximize district investment. As students master foundational skills, seats can be reassigned to new students – ensuring OUSD supports the greatest number of learners possible within the program allocation.

Every seat includes:

- **Daily 1:1 tutoring** for the full school year (September–May)
- **All instructional materials** – student workbooks, decodable texts, and Ember independent practice
- **All assessments and progress monitoring** – baseline, ongoing, and DIBELS-aligned benchmarks
- **Dedicated Literacy Success Partner** – your primary contact, monitoring and supporting every site
- **Flexible seat licensing** – seats can be reassigned as students graduate from the program, at no additional cost

Option A – 720 Seats

Service	Unit Price	Qty	Subtotal	Payment Due
Tutoring Seats	\$2,500.00	720	\$450,000	Installment 1 (25%) – May 1, 2026
			\$450,000	Installment 2 (25%) – Aug 1, 2026
			\$450,000	Installment 3 (25%) – Dec 12, 2026
			\$450,000	Installment 4 (25%) – Mar 1, 2027
Headphones (optional)	\$12.31	720	\$8,863.20	August 1, 2026
Shipping (30/box)	\$45.00	24 boxes	\$1,080.00	August 1, 2026
TOTAL INVESTMENT	–	–	\$1,809,943.20	–

Option B – 756 Seats

Service	Unit Price	Qty	Subtotal	Payment Due
Tutoring Seats	\$2,500.00	756	\$472,500	Installment 1 (25%) – May 1, 2026
			\$472,500	Installment 2 (25%) – Aug 3, 2026
			\$472,500	Installment 3 (25%) – Dec 11, 2026
			\$472,500	Installment 4 (25%) – Mar 1, 2027
Headphones (optional)	\$12.31	756	\$9,306.36	August 3, 2026
Shipping (30/box)	\$45.00	26 boxes	\$1,170.00	August 3, 2026
TOTAL INVESTMENT	–	–	\$1,900,476.36	–

Flexible Seat Licensing

- **\$2,500 per seat** covers the full school year – September through May
- **Seats are reusable:** as students graduate from the program, new students fill those seats at no additional cost
- **Pro-rated pricing** is available for seats added after program launch

Headphones (Recommended)

Wired, noise-reducing headphones designed for comfort, durability, and performance in busy school settings. A 6-month manufacturer's warranty is included. \$12.31 per headset plus shipping.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2026

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

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

PRODUCER RSC Insurance Brokerage Inc. 750 Third Avenue, Suite 1500 New York NY 10017	CONTACT NAME: Yolanda Spencer	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS: ktr@risk-strategies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Underwriters Insurance Company		30104
INSURER B: Sentinel Insurance Company Ltd.		11000
INSURER C: Beazley Insurance Company, Inc.		37540
INSURER D: Arch Specialty Insurance Company		21199
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 725131722

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61 SBA BG2HP8	11/29/2025	11/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61 SBA BG2HP8	11/29/2025	11/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61 WEC AV1TD9	11/29/2025	11/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Sexual Abuse & Molestation Cyber Liability			SML-0000-00406044D C-4LPY-095311-CYBER-2025	12/14/2025 12/14/2025	12/14/2026 12/14/2026	Each Claim/Aggregate Limit \$1M/\$2M \$2,000,000

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

General Liability includes Blanket Additional Insured endorsement as required by written contract subject to policy terms, conditions and exclusions. Oakland Unified School District as Additional Insured for the General Liability, Cyber Liability, & Sexual Misconduct Liability policies where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1011 Union Street, Site 987 Attn - Risk Management Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Effective date of this Endorsement: 12/14/2025

This Endorsement is attached to and forms a part of Policy Number: SML-0000-00406044D

SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

SAFEGUARD

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Oakland Unified School District is added as an additional insured under this Policy but solely in respect of any **claim** where such entity is named alongside any other **insured** under this Policy, provided always that such entity is only covered under this Policy because of a **wrongful act** of such other **insured** and is not covered for their own acts, errors or omissions.

All other terms and conditions of this Policy remain unchanged.

