

Board Office Use: Legislative File Info.	
File ID Number	20-0996
Introduction Date	6/24/20
Enactment Number	20-1061
Enactment Date	6/24/2020 If



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools & Student Services Department
Julie McCalmont, Coordinator, Expanded Learning Programs

Board Meeting Date June 24, 2020

Subject Professional Services Contract
Contractor: Springboard Collaborative
Services For: 922/Community Schools & Student Services Department

Action Requested and Recommendation Approval by the Board of Education of Professional Services Contract between the District and Springboard Collaborative, San Francisco, CA, for the latter to provide intervention services in a virtual/distance learning format to include 4-week summer programs and afterschool reading programs that combines targeted reading instruction, family workshops, teacher coaching, and incentives to achieve lasting results in literacy. Springboard Collaborative will provide curriculum, access to online libraries to support implementation of Guided Reading and daily read-aloud sessions for the duration of programming, parent engagement curriculum, and marketing materials to serve 1,065 students at eight OUSD Summer Learning designated elementary summer school sites to support OUSD teachers and staff in summer learning. These eight sights will consist of 4 Flagship sites with full supports and four Affiliate sites that will have more autonomy in intervention design and implementation. In addition, Springboard Collaborative will provide professional development to OUSD teachers, summer principals, and attendance specialists in the areas of recruitment, instructional design, data management and assessment. Springboard Collaborative will provide OUSD support in monitoring student performance, parent participation, and student reading scores via an effective data management system. By the end of the Summer Learning Programs, Springboard Collaborative will conduct data analysis and provide OUSD with impact reports to assist OUSD in determining the effectiveness of this literacy intervention program. Once summer has concluded, after school reading programs will be implemented in the fall of the 2020-2021 school year following a similar model as the summer.



Background

(Why do we need these services? Why have you selected this vendor?)

Springboard Collaborative was selected as the lowest responsive responsible bidder following an OUSD competitive RFP process. Springboard Collaborative has a demonstrated track record of decreasing the reading achievement gap by coaching teachers, training family members, and incentivizing learning in OUSD for the past 5 years. Students have averaged 3 months reading growth in 4-5 weeks' time during this programming for the Summer Learning Program at OUSD. Summer Learning is an important time to address the achievement gap by replacing typical summer learning regression instead with reading growth. In addition to providing services for our students, this program allows parents to grow in their knowledge of providing reading support at home, and builds OUSD capacity by providing targeted training to our OUSD teachers in guided reading, phonics instruction, and proper reading assessment administration.

Competitively Bid

Was this contract competitively bid? Yes

If no, exception:

Fiscal Impact

Funding resource(s): Title I, School Improvement Grant

Attachments

- Professional Services Contract
- COVID Amendment
- Authorization to proceed with Contract processing

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2019-2020

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

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Term:** The term of this Agreement shall be from 5/15/2020 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$92,600 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,600, whichever is later) to 5/31/2021. The work shall be completed no later than 5/31/2021.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Three Hundred Sixty Nine Thousand, Seven Hundred Fifty Dollars (\$369,750.00) [per fiscal year], at an hourly billing rate not to exceed \$0.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- CONTRACTOR Qualifications / Performance of Services:**
 - CONTRACTOR Qualifications:** CONTRACTOR warrants it is 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.
 - Standard of Care:** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
 - District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.

- 6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Julie McCalmont
Site /Dept.: Community Schools and Student Services
Address: 1000 Broadway, Suite 150
Oakland, CA 94607
Phone: 510-879-2709
Email: julie.mccalmont @ousd.org

CONTRACTOR:

Name: Alejandro Gac-Artigas
Title: Founder and CEO
Address: 2 Penn Center, Ste 1160, 1500 JFK Blvd
Philadelphia, PA 19102
Phone: 415-269-0162
Email: a.gacartigas@springboardcollaborative.org

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

- 9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. **Insurance:**

- 1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (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.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

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

CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- i. material violation of this Agreement by the CONTRACTOR; or
- ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
- iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.

2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

16. **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.

17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:

1. Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each of their performance.
2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

18. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect

or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

19. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **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.
23. **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.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, 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 the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall 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.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 30. **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.
- 31. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 32. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 33. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the 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 or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 6/25/2020
 Date

President, Board of Education
 Superintendent
 Chief or Deputy Chief

[Signature] 6/25/2020
 Secretary, Board of Education Date

CONTRACTOR

DocuSigned by: 5/27/2020
Alejandro Gac-Artigas
 Contractor Signature Date

Alejandro Gac-Artigas
 Founder and CEO
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

EXHIBIT "A" SCOPE OF WORK

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

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

(Scope of Work Page 1 of 2)

Springboard Collaborative will provide intervention services in a virtual/distance learning format to include 4-week summer programs and afterschool reading programs that combines targeted reading instruction, family workshops, teacher coaching, and incentives to achieve lasting results in literacy. Springboard Collaborative will provide curriculum, access to online libraries to support implementation of Guided Reading and daily read-aloud sessions for the duration of programming, parent engagement curriculum, and marketing materials to serve 1,065 students at eight OUSD Summer Learning designated elementary summer school sites to support OUSD teachers and staff in summer learning. These eight sites will consist of 4 Flagship sites with full supports and four Affiliate sites, that will have more autonomy in intervention design and implementation. In addition, Springboard Collaborative will provide professional development to OUSD teachers, summer principals, and attendance specialists in the areas of recruitment, instructional design, data management and assessment. Springboard Collaborative will provide OUSD support in monitoring student performance, parent participation, and student reading scores via an effective data management system. By the end of the Summer Learning Programs, Springboard Collaborative will conduct data analysis and provide OUSD with impact reports to assist OUSD in determining the effectiveness of this literacy intervention program. Once summer has concluded, after school reading programs will be implemented in the fall of the 20-21 school year following a similar model as the summer.

Springboard will train 71 OUSD Teachers.

Springboard will train 8 OUSD Site Leaders.

Springboard, with input from OUSD, will select, hire and train 4 Operations Leads to partner with Site Leaders at each Flagship site. Springboard, with input from OUSD, will select, hire and train 4 Springboard Enrollment Coordinators who will enroll 525 students at each Flagship site.

Springboard, with input from OUSD will hire, train, and pay a Cluster Leader who will support all 4 Flagship sites with all aspects of Springboard program implementation. Springboard will support the Cluster Leader with leadership development and weekly planning meetings.

Responsibilities of Springboard:

Curriculum: Springboard will provide OUSD with access to its student and parent curricula and associated Program Materials (items provided to OUSD and developed by Springboard, including but not limited to, curricula, daily lesson guides, t-shirts for both student and caregiver, family books for each student (7 books), and incentive materials (for students, parents, teachers, and Site Leaders) and Professional Development Materials (protocols and written guides developed by Springboard) to train teachers on data-driven instruction, effective lesson planning, family communication, and facilitation of Parent Workshops, which are interactive training sessions led by teachers to educate parents, guardians, or care-givers about effective strategies for reading with their student, and to permit parents, guardians or care-givers to share their insights and expertise on their student throughout the Springboard Program.

Books: Springboard will provide each site with access to online libraries to support implementation of Guided Reading and daily read-aloud sessions for the duration of programming. Families that lack connectivity or devices will be sent book packs directly to their homes.

Marketing: Springboard will provide Enrollment Coordinators with marketing materials to recruit students and families and oversee the student enrollment process at each school. Springboard will provide OUSD with materials to support OUSD teacher recruitment and outreach.

Training: Springboard will train the Enrollment Coordinator to recruit students and families at the four Flagship sites. The Enrollment Coordinators will oversee the student enrollment process at each school. The Enrollment Coordinators will be trained, employed, and paid by Springboard. Springboard will train the Site Leader to implement the Springboard Program. Springboard will conduct training sessions with teachers to support in the following: 10 hours of pre-programming professional development sessions, including virtual home visit and assessment trainings 2 hours per week of Professional Learning Community sessions during 4 week summer program.

CONTINUED ON NEXT PAGE

EXHIBIT "A" SCOPE OF WORK

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

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

(Scope of Work Page 2 of 2)

Data Collection: Springboard will provide the data management system and reports (SLINKY) which will track and analyze all of Springboard's data throughout the Springboard Program, including but not limited to student and family demographic information, student reading progress, student and parent attendance, daily family engagement, and teacher observations. The Site Leader will ensure that teachers monitor student reading progress and daily attendance, input required information into the Data System, and administer sign-in protocols for Parent Workshops during the Springboard Program. Springboard will share Student Reading Scores and the school- and classroom-level data analysis impact reports it compiles with OUSD.

SCHOOL REGISTRATION INFORMATION:

Springboard will provide programming across 8 sites for the below indicated number of days:
School Location Total Enrollment # of days

Flagship Sites:

Elem Flagship Site 1, Futures/Cues.East Oakland, 150 students, 19 days

Elem Flagship Site 2, West Oakland Hub, 105 students, 19 days

Elem Flagship Site 3, North East Oakland Hub, 135 student, 19 days

Elem Flagship Site 4, Central Oakland Hub, 135 students, 19 days

Flagship Model Expected Enrollment: 525

Flagship partnership Fee per student: \$550

Affiliate Sites:

Elem Affiliate Site 1, North West Oakland Hub, 135 students, 19 days

Elem Affiliate Site 2, Central Oakland Hub, 135 students, 19 days

Elem Affiliate Site 3, East Hub, 135 students, 19 days

Elem Affiliate Site 4, East Hub, 135 students, 19 days

Affiliate model expected enrollment: 540

Affiliate model partnership fee per student: \$150

Springboard Summer (2020) Expected Enrollment: 1,065 students

Total Number of Classes: 71 classes

Due to the COVID-19 distance learning format and the challenges it creates for implementation and enrollment and in preparation of potential enrollment decline due to distance learning/virtual format of the Springboard program, Springboard Collaborative will waive the per student fee in our Springboard Afterschool programs in the fall of the 20-21 school year for the number of seats equal to the number of unused enrollment slots during the 2020 Summer Learning program.

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

By the end of the summer program, it is expected that students will reach their growth goals for their grade level. In order to reach this reading goal, the following participation outcomes are expected: Students who attend the summer program will have engagement level of 85% or better. 80% of all families participating in Springboard Summer program will receive a virtual home visit. Families participating in Springboard Summer will attend weekly virtual engagement sessions 70% of the time or greater.

3. **Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

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

Professional Services Contract

VendorID: 004039

Vendor Name: Springboard Collaborative

Summer Learning Program – Community Schools and Student Services Department

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District (“OUSD”) and [Springboard Collaborative] (“CONTRACTOR”, together with OUSD, “PARTIES”).

- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
 - The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
 - The Governor issued a series of Executive Orders that directed “all individuals living in the State of California to stay home or at their place of residence.” As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.

E. **Electronic Signatures.** This Amendment and all future amendments and supplements to the 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 of the parties 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. This section constitutes a waiver by each party of 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.

OAKLAND UNIFIED SCHOOL DISTRICT

DocuSigned by:
Sondra Aguilera 5/27/2020
5072C88033A0406
Chief or Deputy Chief Date

Sondra Aguilera, Chief Academic Officer
Print Name, Title

CONTRACTOR

DocuSigned by:
Alejandro Gac-Artigas 5/27/2020
20471FC07558426
Contractor Signature Date

Alejandro Gac-Artigas, Founder and CEO
Print Name, Title

Jody London Date
President

Kyla Johnson-Trammell Date
Secretary

Previously approved as to form by OUSD General Counsel



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

05-11-2020

OUSD USE ONLY

Springboard Collaborative
2 Penn Center, Suite 1615, 1500 JFK Blvd
Philadelphia, PA 19102
ATTN: Jeff Feinman

RE: Authorization to Proceed with Consultant Contract Processing

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

This authorization shall expire at the conclusion of the 2019-2020 school year.

Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.

You must complete the entire Contract Approval Process, which includes:

A) Final contract execution and District Approval, and/or;

B) Issuance of your Purchase Order Number

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,
Oakland Unified School District

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Inspiring Students

Basic Directions

Additional directions and related documents are on the Contracts Website (Intranet)

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist

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

Contractor Information

Contractor Name	Springboard Collaborative		Contractor's Contact	Alejandro Gac-Artigas	
OUSD Vendor ID #	004039		Title	Founder and CEO	
Street Address	2 Penn Center, Ste 1160, 1500 JFK Blvd		City, State	Philadelphia, PA	Zip Code
Telephone	415-269-0162		Email (required)	a.gacartigas@springboardcollaborative.org	
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	5/15/2020	Date Work Will End	5/31/2021	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
VR20-10636	010-3010-0-1110-1000-5825-937-9370-1140-9999-99999	Title I	\$ 139,350.00
VR20-11167	010-3180-0-1110-1000-5825-123-1230-3184-9999-99999	School Improvement Grant	\$ 82,500.00
20/21 Funds		Title I	\$ 147,900.00
			\$ 0.00
Total Contract Amount			\$ 369,750.00

OUSD Contract Originator Information

Name of OUSD Contact	Julie McCalmont		Email	julie.mccalmont@ousd.org	
Site/Dept. Name	Community Schools and Student Services		Site #	922	Phone
					510-879-2709

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator)	Name	Julie McCalmont		Phone	510-879-2709	Fax	
	Site/Department (Name & #)	922/Community Schools and Student Services			Date Approved			
	Signature	<i>Julie McCalmont</i>			<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	Resource Manager	Type of Funds:	<input checked="" type="checkbox"/> Restricted	<input type="checkbox"/> Unrestricted	<input type="checkbox"/> Grant			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)							
	Signature	<i>Lisa Spielman</i>			Date Approved	5/27/2020		
	Signature (if using multiple restricted resources)				Date Approved			
3.	Network Superintendent/Executive Director				Date Approved			
	Signature	<i>Andrea Brutanant</i>			Date Approved	5/27/2020		
4.	Chiefs / Deputy Chiefs	Consultant Aggregate	<input type="checkbox"/> Under	<input type="checkbox"/> Over \$ 92,600	Date Approved	5/27/2020		
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site							
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work							
	Signature	<i>Sandra Aguilera</i>			Date Approved	5/27/2020		
5.	Superintendent, Board of Education	Signature on the legal contract			Date Approved	5/27/2020		
Legal Required if not using standard contract		Approved			Denied - Reason			
Procurement	Date Received			PO Number			Date	