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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Jennifer Blake, Executive Director of Special Education

Meeting Date August 14, 2024

Subject Services Agreement 2024-2025 RFP #24-147PEC – Middle Tree – Special Education Department

Ask of the Board Approval by the Board of Education of Award of RFP #24-147PEC, and approval of a Services Agreement 2024-2025 with Middle Tree, by and between the District and Middle Tree, Sacramento, CA, for the latter to provide tutoring and supplemental academic support for students with disabilities, as described in Exhibit A of the Services Agreement, via the Special Education Department, for the period of July 1, 2024 through June 30, 2027, in an amount not to exceed \$240,000.00.

Background Students with IEPs may need support with academic intervention services, which may include assessment of students' present levels and direct supplemental intervention/tutoring.

Discussion These services are necessary for the District to ensure compliant implementation of student-specific settlement agreements, compensatory education needs, or supplemental intervention indicated in students' IEPs. Sylvan tutors/instructors will use student data and, where relevant, IEP goals to inform instructional sessions.

Fiscal Impact Three-year term 7/1/2024-6/30/2027 with a total cost not to exceed \$240,000.00 using Special Education RES 6500.

Competitively Bid Yes, RFP #24-147PEC

Attachment(s)

- Notice of Intent to Award Bid RFP #24-147PEC
- Services Agreement 2024-2025 with Middle Tree
- RFP Document RFP #24-147PEC
- Middle Tree Proposal



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

June 28, 2024

To: Middle Tree

**PROJECT: Request for Proposal (RFP) #24-147PEC
TUTORING AND SUPPLEMENTAL ACADEMIC SUPPORT
FOR STUDENTS WITH DISABILITIES**

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for Tutoring And Supplemental Academic Support.

OUSD intends to award Middle Tree, along with a few other providers. The recommendation to award the bid will be submitted to our District’s Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps for contracting.

To view additional RFP’s, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

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, “VENDOR 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.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. 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 VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **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.

6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all 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 41 (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.
7. **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.

8. **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 24 (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.

9. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of 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.

10. **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.

11. **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. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and 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.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) 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.
14. **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.

15. **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.

16. **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.

17. **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 corporal punishment, 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**.

18. **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/OUSSPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (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.

20. **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.

21. **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.
22. **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/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). 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.
24. **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.
25. **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.
 26. **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.
 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, and no compensation shall be owed or made to VENDOR 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:

VENDOR

Name: Joseph Atman

Signature: 
Joseph Atman (Jul 1, 2024 21:49 CDT)

Position: Executive Director

Date: Jul 1, 2024

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: Benjamin Davis

Signature: 

Position: Board President

Date: 8/15/2024

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 8/15/2024

Template approved as to form by OUSD Legal Department.

**SERVICES AGREEMENT
EXHIBIT A**

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

VENDOR: Middle Tree

1. **Services.** Describe the SERVICES VENDOR will provide: supplemental intervention services, which may include assessment of students' present levels and direct academic intervention/tutoring. Vendor will communicate with OUSD and parents/guardians about the referral process and will provide progress reports upon request. Vendor's tutors/staff will use student data and, where applicable, IEP goals to inform tutoring sessions.
-
-
-

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: 7/1/24

- 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: 6/30/27

3. **Compensation.**

- a. The basis for payment to VENDOR shall be:

- Hourly Rate: \$75.00 per hour
- Daily Rate: _____ per day
- Weekly Rate: _____ per week
- Monthly Rate: _____ per month
- Per Student Served Rate: _____ per student served
- Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____
-

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$240,000.00

13. **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: Joseph Atman
Address: 250 W 1st Street #330
City, ST Zip: Claremont, CA 91711
Phone: 909-494-2216
Email: buddyshoe@middletree.org

17. **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.

18. **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).

20. **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.







Services Agreement (Cost) Template - eff. July 1, 2023 (for KC)-Fillable (1)

Final Audit Report

2024-07-02

| | |
|-----------------|--|
| Created: | 2024-07-01 |
| By: | Jennifer Blake (jennifer.blake@ousd.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAUQzgJWQTf6GUMdjujQBOS7lcmIW5ZXIB |

"Services Agreement (Cost) Template - eff. July 1, 2023 (for KC) -Fillable (1)" History

-  Document created by Jennifer Blake (jennifer.blake@ousd.org)
2024-07-01 - 8:17:47 PM GMT- IP address: 104.192.8.69
-  Document emailed to buddyshoe@middletree.org for signature
2024-07-01 - 8:22:26 PM GMT
-  Email viewed by buddyshoe@middletree.org
2024-07-01 - 8:40:40 PM GMT- IP address: 66.249.84.74
-  Signer buddyshoe@middletree.org entered name at signing as Joseph Atman
2024-07-02 - 2:49:41 AM GMT- IP address: 76.231.69.200
-  Document e-signed by Joseph Atman (buddyshoe@middletree.org)
Signature Date: 2024-07-02 - 2:49:43 AM GMT - Time Source: server- IP address: 76.231.69.200
-  Agreement completed.
2024-07-02 - 2:49:43 AM GMT



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) # 24-147PEC

TUTORING AND SUPPLEMENTAL ACADEMIC SUPPORT

FOR STUDENTS WITH DISABILITIES

FOR SPECIAL EDUCATION DEPARTMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Procurement Department

900 High Street, 2nd Floor

OAKLAND, CA 94601

email: procurement@ousd.org

phone: (510) 879-2990

Proposals Due:

JUNE 14, 2024 @ 2:00 p.m. pst

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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Schedule Of Events

The following schedule will be used by the District.

| DATE | ACTION |
|--|---|
| Solicitation First Posted: | May 17, 2024 |
| Pre-Bid Conference*: | June 5, 2024 @ 1:00 p.m. pst (Zoom link on Procurement Website) |
| Deadline for Questions: | June 7, 2023 @ 1:00 p.m. pst |
| Proposal/Bid Submitted to District: | June 14 , 2024 @ 2:00 p.m. pst |
| Potential Interviews (If Necessary): | June 20 - 25, 2024 |
| Selection Notice(s): | June 28, 2024 |
| Contract Start Date: | August, 2024 |

****What is a Pre-Bid Conference?** A pre-bid conference is an opportunity to ask members of the selection team any questions you may have, and/or clear up any confusion regarding project details/scope of work.
Optional Online Meeting.*

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.

The District reserves the right to amend or cancel this proposal at any time.

Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

Francisco Flores, Procurement Analyst
francisco.flores@ousd.org

NOTE: Contacting Board members and/or any District staff other than the procurement analyst who is outlined above, may disqualify the proposer from the selection process.

Background Information

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, and is located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates twenty-eight (28) child development centers, forty-five (45) elementary schools, eleven (11) middle schools, nine (9) high schools, four (4) K-8, three (3) 6-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about our District.

Introduction

The Oakland Unified School District is issuing this solicitation for proposals from proposers/contractors qualified to provide the District with academic tutoring/supplemental intervention services for students with identified disabilities who have Section 504 Accommodation Plans or Individualized Education Programs (IEPs) through Special Education.

OUSD is a vibrant school district of moderate size in the Bay Area of California. We support just over 34,000 students in grades TK-12. OUSD is its own Special Education Local Plan Area (SELPA) for the purposes of providing a full continuum of Special Education services, which means we provide support to eligible students who reside within our jurisdictional boundaries that may attend school at home, in hospitals, in private programs, or in specialized nonpublic school settings. As of May, 2024, over 7,200 students in the SELPA have an active IEP, and 1000 students have an active Section 504 plan, which means that about 23% of the district's overall population requires disability-related support.

OUSD's eligible students have a wide range of strengths, interests, and needs, and we maintain a continuum of programs, which include primarily inclusive Resource Specialist services and four types of self-contained, separate-setting placements; we also provide speech and language therapy, occupational and physical therapy, several types of mental health services, transition supports, and specialized services for students with low incidence disabilities.

On occasion, it becomes necessary for the District to seek support from external partners to address the needs of specific students through tutoring or supplemental academic intervention. Typically, this arises when there is a concern about IEP implementation, a compliance complaint, an informal dispute resolution process, or a due process proceeding.

OUSD values the rich diversity of our students and families and seeks to partner with providers that see diversity in race, ethnicity, gender identity, and dis/ability as an asset among their employees.

Scope Of Work

Successful bidders in this process will be able to provide the district with tutoring/supplemental academic intervention services. As stated above, student referrals for this type of service typically follow a dispute or compliance complaint process, and as such need to be provided timely, consistently and with ongoing documentation of student participation and progress. Providers will provide appropriately trained and experienced academic tutors who have access to vendor-provided, evidence-based intervention or curricular materials and assessments. Tutors must be available both in person and via a videoconference platform based on the preference of the family and/or the disability-related needs of the student.

Term of Agreement

The term of the agreement for bidders that meet the district's criteria and are selected would be two years and eleven months, commencing 8/1/2024 and ending 6/30/2027.

Provider Outcomes and Deliverables

Expected outcomes and deliverables for this body of work include:

1. Contact each referred family within two working days of referral.
2. Match each referred student with an appropriately trained and experienced tutor, not to exceed 10 working days for virtual platform tutoring and 20 working days for in-person services.
 - a. In some cases, a tutor with minimum qualifications of a BA/BS and appropriate training may be sufficient, while some referrals may require a California credentialed teacher. Wherever possible, we prefer credentialed tutors.
3. Ensure each tutor employed by the provider has access to basic school materials and high-quality, evidence-based intervention or curricular materials.
4. Read each referred student's IEP goals and progress notes to understand their areas of need.
5. Notify the OUSD Special Education Department staff when a tutor is matched with a referred family and begins services.
6. Complete an initial assessment of each referred student within the first two completed tutoring sessions.
7. Track scheduled, attempted, and completed services and provide the District with a summary on a monthly basis.
8. Provide progress reports with specific data demonstrating student progress at trimester intervals or more frequently.
9. Notify each family when five hours of their allotted tutoring remain or when they are two months from the deadline to use their allotted hours, whichever comes first.
10. Before the last session of tutoring, complete a post-assessment and provide District and Family with a copy of the assessment data.
11. Remain in ongoing contact with Department staff in the event that a family cannot be reached, does not attend 3+ scheduled sessions, or expresses concerns about the services rendered.
12. Notify the district timely of any changes in company contacts or staffing that may impact ongoing communication.

Proposal Evaluations And Scoring

This request is designed to select the proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

| Best Value Points | |
|---|-----------------------|
| Value Category | Maximum Points |
| 1. Cover Letter - Statement/Letter of Interest | 5 |
| 2. Ability to Execute & Approach to Scope of Work/Scope of Services | 35 |
| 3. Annual Cost To The District-Fee/Service Rate | 25 |
| 4. Experience, Qualification and References | 35 |
| Total | 100 |

Each best value category shall be scored separately using the scoring guide below.

| Scoring Guide | | | | | |
|-----------------------------|---|---|---|-------------------------------|---------------|
| | QUALITY OF RESPONSE | STRENGTHS | WEAKNESSES | CONFIDENCE IN RESPONSE | POINTS |
| EXCEPTIONAL RESPONSE | Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors | Meets all Requirements - numerous strengths in key areas. | None | VERY HIGH | 100% |
| GOOD RESPONSE | Addresses the requirements completely and some elements in an outstanding manner. | Meets all requirements - some strengths in key areas | Minor; not in key areas | HIGH | 75% |
| ADEQUATE RESPONSE | Addresses most elements of the requirements. | Meets most requirements – some strengths provided | Moderate: does not outweigh strengths | ADEQUATE | 50% |
| MARGINAL RESPONSE | Meets some of the requirements | Meets some requirements with some strengths. | Exist in key areas; outweighs strengths | LOW | 25% |
| INADEQUATE RESPONSE | Meets a few to none of the solicitation requirements. | Few or no clear strengths. | Significant and numerous | NONE | 0% |

Submission Instructions

Proposals shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **June 14, 2024 @ 2:00 p.m. pst.**

Proposal shall be submitted with subject line: **“RFP Proposal # 24-147PEC”**

***IMPORTANT**, when submitting your proposal, be sure to get a ticket number or confirmation email.

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view in Exhibit A, attached below. Proposals and any other information submitted by respondents in response to this solicitation shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This solicitation, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this solicitation.**

Proposal Format

1) Oakland Unified School District Application (located on page 10)

2) **Cover Letter:** In a maximum of two (2) pages. Explain your interest in this body of work and why you wish to work with Oakland Unified School District students & staff. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.

3) **Ability to Execute & Approach to Scope of Work:** In a maximum of ten (10) pages. This section should demonstrate that the proposer understands the desired overall performance expectations. Describe the processes by which students are matched with tutors, communication protocols with district staff and families, average delay from referral to tutoring/intervention services beginning.

Specifically address how you ensure in-person services are available for students who need that modality.

4) **Annual Cost to the District - Fee/Service Rate Schedule:** Submit fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the Proposal Price Form Template located in Exhibit D (Proposal Price Form) or submit own detailed price document. Prices should be listed as an hourly rate.

5) **Experience, Qualification and References:** In a maximum of five (5) pages. Explain your experience related to the scope of work. Detail the processes by which you recruit, hire, train and retain experience and diverse staff. Share the curricular materials and assessment you use, as well as the training that tutors/interventionists receive upon hire and on an ongoing basis.

Provide specific examples of prior work in moderate-large, urban school districts, along with any data to demonstrate your success meeting districts' expectations. You may include parent/student testimonials or anonymized student data, as relevant.

Provide a list of References which have been performed in the past five (5) years, located in Exhibit C.

6) **List of Exhibits:** Complete all the Exhibits

Oakland Unified School District Application

| | | | |
|-----------------------------------|--|-------------------------------------|--|
| Company Information | | | |
| Company Name: | | | |
| Address: | | | |
| Primary Contact Person: Title: | | Secondary Contact Person: Title: | |
| Email: | | Email: | |
| Telephone #: | | Telephone #: | |
| Website (if applicable): | | | |

| | | |
|--|--------------------------|-----|
| Necessary prerequisites to be considered for this work: | | |
| Are you able to provide in-person tutoring/intervention services at a mutually-agreeable time for your company and families? | <input type="checkbox"/> | Yes |
| | <input type="checkbox"/> | No |
| Are you able to provide services from California credentialed teachers? | <input type="checkbox"/> | Yes |
| | <input type="checkbox"/> | No |
| Are you able to provide your own high-quality curricular/intervention materials for tutors? | <input type="checkbox"/> | Yes |
| | <input type="checkbox"/> | No |

| | | |
|--|--------------------------|-------------|
| Company Details | | |
| Tax Classification: | <input type="checkbox"/> | Individual |
| | <input type="checkbox"/> | Corporation |
| | <input type="checkbox"/> | Partnership |
| | <input type="checkbox"/> | Non-Profit |
| Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the | <input type="checkbox"/> | No |

| | | |
|--|--------------------------|-----|
| prior five (5) years? | <input type="checkbox"/> | Yes |
| If yes, provide the name of the school/district and briefly detail the dispute. | | |
| Has your company ever had a contract terminated for convenience or default in the prior five years? | <input type="checkbox"/> | No |
| | <input type="checkbox"/> | Yes |
| If yes, provide details including the name of the other party: | | |
| Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? | <input type="checkbox"/> | No |
| | <input type="checkbox"/> | Yes |
| If yes, provide details: | | |
| Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency? | <input type="checkbox"/> | No |
| | <input type="checkbox"/> | Yes |
| If yes, provide details: | | |



List Of Exhibits

- Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)
- Exhibit B: Awarded Contract Requirements
- Exhibit C: References
- Exhibit D: Proposal Price Form
- Exhibit E: Terms and Conditions
- Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And
Voluntary Exclusion
- Exhibit G: Worker's Compensation Acknowledgement
- Exhibit H: Fingerprinting Notice and Acknowledgement
- Exhibit I: Non-Collusion Declaration
- Exhibit J: Authorized Vendor Signature - Point of Contact

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

Exhibit A : Acknowledgement of Reading and Understanding OUSD’s Agreement(s)

Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District’s Professional Services Agreement and Data Sharing Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

***Contract template may be subject to change**

To view click here: [SERVICES AGREEMENT](#) & [DATA SHARING AGREEMENT](#)

If having a hard time opening templates, please email procurement@ousd.org for a copy.

Signature

Print Name

Title

Date

Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.

All requirements documents must be produced and submitted before scope of work can begin.

| Contractors/Vendors with <u>ANY</u> contact with students (even virtually) | Contractors/Vendors with <u>NO</u> contact with students |
|---|---|
| <ol style="list-style-type: none"> 1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: <ul style="list-style-type: none"> - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate Certificate Holder must read: <i>Oakland Unified School District; ATTN-Risk Management; 1011 Union St, Site 987; Oakland, CA 94607;</i> 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. <u>For Agency Vendors</u> <ol style="list-style-type: none"> a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) <p>“All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.”</p> <p>“ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.”</p> <p>“Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.”</p> <u>For Individuals (Non-Agency Vendors)</u> <ol style="list-style-type: none"> a) TB Test Results b) Fingerprinting (how to instructions at a later time) | <ol style="list-style-type: none"> 1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: <ul style="list-style-type: none"> - Commercial General Liability Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate Certificate Holder must read: <i>Oakland Unified School District; ATTN-Risk Management; 1011 Union St, Site 987; Oakland, CA 94607;</i> 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured |

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District’s contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

Exhibit C: References

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Exhibit D: Proposal Price Form

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.
4. **Bid Signee** – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf

of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this solicitation will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any

or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this solicitation.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.

Print Name: _____

Signature: _____

Date: _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither _____[Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____[DATE] for the purposes of submission of this bid.

By
Print Name: _____

Signature: _____

Date: _____

Exhibit G: Workers Compensation Acknowledgement

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of _____ [*insert name of business entity*] , have read the foregoing and agree that _____ [*insert*

name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.

- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with

another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit I: Non-Collusion Declaration

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the Selection Committee will review each provider's response to the solicitation. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this solicitation. An underlying principle of this solicitation is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this solicitation, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics, rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

Middle Tree

Educate Everyone

www.middletree.org | info@middletree.org | (909) 293-9560



| PREPARED BY | PREPARED FOR |
|--|---|
| <p>George Richards Business Development Coordinator (on behalf of Joseph G. Atman, S.T.D.) Middle Tree, Incorporated 250 W 1st. St. #330 Claremont, CA 91711 (866) 212-0210 businessdevelopment@middletree.org https://www.middletree.org/</p> | <p>Oakland Unified School District Procurement Department 900 High Street, 2nd Floor OAKLAND, CA 94601 email: procurement@ousd.org phone: (510) 879-2990</p> |

**TUTORING AND SUPPLEMENTAL ACADEMIC SUPPORT FOR STUDENTS WITH
DISABILITIES FOR SPECIAL EDUCATION DEPARTMENT (RFP #24-147PEC)**

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1. Oakland Unified School District Application

Oakland Unified School District Application

| | | | |
|--|---|-------------------------------------|--|
| Oakland Unified School District Application | | | |
| Company Name: | Middle Tree Incorporated | | |
| Address: | 250 W. 1st St. STE 330, Claremont, CA 91711 | | |
| Primary Contact Person: Title: | Buddy Shoe, M.B.A. Director of Operations | Secondary Contact Person: Title: | George Richards Business Development Manager |
| Email: | buddyshoe@middletree.org | Email: | georgerichards@middletree.org |
| Telephone #: | 909-972-0732 ext. 103 | Telephone #: | 866-212-0210 |
| Website (if applicable): | https://www.middletree.org | | |

| Necessary prerequisites to be considered for this work: | | |
|--|-------------------------------------|-----|
| Are you able to provide in-person tutoring/intervention services at a mutually-agreeable time for your company and families? | <input checked="" type="checkbox"/> | Yes |
| | <input type="checkbox"/> | No |
| Are you able to provide services from California credentialed teachers? | <input checked="" type="checkbox"/> | Yes |
| | <input type="checkbox"/> | No |
| Are you able to provide your own high-quality curricular/intervention materials for tutors? | <input checked="" type="checkbox"/> | Yes |
| | <input type="checkbox"/> | No |

| Tax Classification | | |
|--|-------------------------------------|-------------|
| Tax Classification: | <input type="checkbox"/> | Individual |
| | <input type="checkbox"/> | Corporation |
| | <input type="checkbox"/> | Partnership |
| | <input checked="" type="checkbox"/> | Non-Profit |
| Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the | <input checked="" type="checkbox"/> | No |



| | | |
|--|-------------------------------------|-----|
| prior five (5) years? | <input type="checkbox"/> | Yes |
| If yes, provide the name of the school/district and briefly detail the dispute. | | |
| Has your company ever had a contract terminated for convenience or default in the prior five years? | <input checked="" type="checkbox"/> | No |
| | <input type="checkbox"/> | Yes |
| If yes, provide details including the name of the other party: | | |
| Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? | <input checked="" type="checkbox"/> | No |
| | <input type="checkbox"/> | Yes |
| If yes, provide details: | | |
| Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency? | <input checked="" type="checkbox"/> | No |
| | <input type="checkbox"/> | Yes |
| If yes, provide details: | | |



2. Cover Letter

To Our Potential Partners at The Oakland Unified School District:

I am writing on behalf of Middle Tree, a 501(C)(3) nonprofit organization dedicated to individualizing educational paths for students in need, to express our deep interest in collaborating with Oakland Unified School District. Our mission aligns perfectly with the goals of supporting students with special needs, particularly those on 504 plans, Individual Educational Plans (IEPs), and other specialized educational programs. We believe that every student deserves a personalized education that empowers them to find their voice and thrive in their unique way.

At Middle Tree, we understand that the journey of education is not one-size-fits-all. Each student has a distinct set of strengths, challenges, and aspirations. This understanding is the cornerstone of our approach. By working closely with students, families, and educators, we aim to create a collaborative and nurturing educational environment where students are not merely taught at but learn alongside dedicated mentors. Our goal is to make education a shared adventure, one where students are active participants in their own learning process.

We are particularly drawn to Oakland Unified School District because of the district's commitment to inclusivity and the diverse needs of its student population. We recognize that the students in Oakland come from varied backgrounds and face unique challenges that require tailored support and understanding. Our experience in developing and implementing individualized education plans makes us confident that we can contribute significantly to the district's efforts in fostering an inclusive and supportive learning environment.

We are also pleased to mention that Middle Tree has already been awarded the RFP #22-133ExLO by Oakland Unified School District. This recognition not only underscores our capabilities and dedication but also marks the beginning of what we hope will be a long and fruitful partnership. Winning this RFP reinforces our commitment to delivering high-quality educational services and innovative solutions tailored to the specific needs of your students.

Our team at Middle Tree is passionate about extending our mission to communities like Oakland that are in need of our specialized services. We have seen firsthand the transformative power of personalized education plans in helping students with special needs achieve their full potential. By working with your students and staff, we aim to provide the necessary resources and support to ensure that every student receives the attention and guidance they need to succeed.



Moreover, our approach is not just about academic support; it is about holistic development. We strive to empower students by helping them build self-confidence, develop critical thinking skills, and cultivate a love for learning. We believe that by partnering with Oakland Unified School District, we can create a more inclusive and effective educational experience that benefits not just the students but the entire community.

We are excited about the possibility of collaborating with Oakland Unified School District and contributing to the success of your students. We would love to discuss how Middle Tree can support your efforts in providing high-quality, individualized education to every student.

Thank you for considering this partnership. We look forward to the opportunity to work together and make a lasting impact on the lives of students in Oakland.

Warm regards,



Joseph G. Atman, S.T.D.

Executive Director

Middle Tree

(909) 494-2216

www.middletree.org



3. Ability to Execute & Approach to Scope of Work

Understanding of Desired Overall Performance Expectations

Middle Tree is proposing Heartwood, its suite of tutoring programs, to meet the diverse requirements specified in OUSD's request for proposal. Heartwood consists of Student Edification and Engagement Development (SEED) and High Dosage Tutoring (HDT).

Heartwood: Middle Tree's Proposed Approach

Heartwood consists of Middle Tree's suite of tutoring programs. Such offerings include SEED (Student Engagement and Edification Development) and HDT (High Dosage Tutoring). Each program involves a unique approach to addressing student needs. SEED uses "just-in-time teaching"-- inspired methods meant for students who hope to exceed academic expectations. This program is suitable for individual, small group, or large group lessons. HDT is meant for students who hope to catch up with their peers academically or recover from learning loss. While Middle Tree is open to adapting to each partner's needs, this program is suitable for individual and small group lessons.

This section provides a broader explanation of these two programs and how they fold into our Heartwood program.

SEED

SEED stands for "Student Engagement and Edification Development", which means that this program is meant to help students develop passion and agency with regard to their academic pursuits. In comparison to "High Dosage Tutoring" (HDT), students and families have more freedom to develop the program alongside their tutors in the journey to exceed academic expectations.

SEED is best suited for students who need assistance in order to excel in their studies beyond achieving a passing grade. Students in SEED should be able to develop their academic aspirations with Middle Tree's support.

General Schedule and Ratio

- While students and families have the freedom to develop their schedule as best fits their needs, SEED lessons should last for 60 minutes and occur at least once per week (it should be noted that two lessons per week yield more consistent results).



- One Edvisor (tutor) should be working with one student (1:1 ratio).
- Please find an example agenda for a mathematics-based SEED lesson below:

| Time | Activity |
|----------------------|---|
| 10 minutes | Warm-up activity or review of a past assignment. |
| 20 minutes | Mathematics instruction, including grade-appropriate activities. Tutors select mathematics activities appropriate to the students in their group based on their age, goals, and level of fluency; however, students will typically bring in their own assignments from class. The curriculum for these activities will come from the student's textbook, notes, and/or other class materials. |
| 5 minutes | Break in which students can either engage in an art project, kinesthetic activity, or journaling. |
| 10-15 minutes | Subject-specific activities: During these activities, the tutor can assign an activity or worksheet from an outside online source to which the student will have access, e.g., Khan Academy. If necessary, the student can continue their work from earlier. |
| 5-10 minutes | Review/debriefing is when the tutor determines the student's understanding of the material and provides positive feedback. |

Just-in-time Teaching Inspired Methods

Middle Tree's SEED program takes inspiration from "Just-in-time Teaching" methods in that:

- (1) classwork or homework provides the basis for each lesson, serving as the "pre-class activity," or in this case, the pre-session activity, in order to build on the student's prior knowledge;
- (2) additional material is made available online for students to access at any time, typically through Khan Academy or other online resources; and
- (3) students may participate in an introductory activity to identify gaps in knowledge and/or allow the student to prepare their minds for learning.



By its very nature, SEED aligns with California Common Core State Standards or any other state's standards. As the student's teacher assigns work and material, Edvisors keep track of the student's relationship with the work/material and update their tutoring tactics accordingly. In this way, JITT is literal; tutors find solutions as issues arise for the students, i.e., just in time to positively impact student learning and the relationship between the student and their academic journey.

High Dosage Tutoring

While SEED is meant to assist students with academic excellence, High Dosage Tutoring (HDT) is meant to help students catch up to their peers. This is sometimes called "remediation". Middle Tree's goal for HDT is to allow students to move forward after experiencing difficulties along their academic path. HDT is meant to help struggling students progress to a point wherein they can excel.

Notably, Middle Tree has utilized HDT to address the needs of students who have dyslexia, among many others.

General Schedule and Ratio

Middle Tree's HDT requires the following:

| Timeline | Group Size | Frequency | Length | Staff | Materials |
|-------------------|----------------------------|-------------------------------|---|----------------------|------------------------|
| At least 10 weeks | No more than five students | Two to five sessions per week | At least 30 minutes, but ideally 60 minutes | Highly trained staff | High-quality materials |

***Note:** While HDT can include 1:1 ratio sessions, the program functions well with up to five students per tutor. When it comes to HDT, Middle Tree generally tries to schedule for a ratio of 5:1 in order to assist as many students as possible. However, an HDT ratio can number between one and five students for every tutor (1-5:1 ratio). Middle Tree programs have experienced success with groups of two, three, four, and five students per session.

Please find an example of an agenda for a literacy-based HDT lesson below:

| Time | Activity |
|------------|---|
| 10 minutes | Decompression activities that engage students, build rapport, and ensure they can learn effectively in the session. |



| Time | Activity |
|---------------|---|
| 20 minutes | Literacy instruction includes activities that are grade-appropriate for the child. It includes direct instruction, modeling, guided practice, and independent practice. Tutors select literacy activities appropriate to the students in their group based on their age, goals, and level of fluency. |
| 5 minutes | Break in which students can either engage in an art project, kinesthetic activity, or journaling. |
| 10-15 minutes | Subject-specific fluency activities: During this time, the tutor can also help with any specific challenges the student has identified, including homework or other activities that students are doing in school. |
| 5-10 minutes | Enrichment and/or decompression, during which time students can work on an art project, kinesthetic activity, journaling, or engage in a conversational prompt with the tutor, depending on their individual needs. This time ensures that students end the session on a positive note, which will help motivate and encourage them in future sessions. |

Timelines and Milestones

Upon contract award, Middle Tree will work with the District to develop timelines and milestones that align with the District’s requirement. The following table provides an example of such a timeline:

| Timeline | Milestone(s) |
|---|---|
| 8-10 weeks in advance of program start date | <ol style="list-style-type: none"> 1. Confirm program goals, design, curriculum, safe/healthy environment, qualified staff, parent/community involvement, and evaluation with district administrators 2. Begin hiring process and internal promotion/placement process for: <ol style="list-style-type: none"> a. Program Manager b. Program Area Manager (if necessary) c. Site Leads/Program Coordinators (if necessary) d. Edvisors (tutors) e. Behavioral Technicians (if necessary) 3. Confirm data collection and protection plan 4. Confirm budget 5. Review and update (if necessary) Middle Tree’s employee evaluation procedures 6. Review and plan around school year schedule |



| Timeline | Milestone(s) |
|--|---|
| 4-6 weeks in advance of program start date | <ol style="list-style-type: none"> 1. Confirm snack/supper schedule and protocol with nutrition services 2. Disseminate program information to parents, including advertisement to summer program students (if allowed by district), visible signage, and online/written registration portals |
| 2-4 weeks in advance of program start date | <ol style="list-style-type: none"> 1. Train all staff members to execute program, including, but not limited to, those related to: <ol style="list-style-type: none"> a. Curriculum b. Positive Behavioral Interventions and Supports (or school/district specific behavior management plan) c. Safety and supervision training d. Emergency and first aid/CPR training 2. Confirm snack/supper schedule and protocol with individual campuses and train staff members in campus snack/supper protocol (if necessary) |
| 0-2 weeks in advance of program start date | <ol style="list-style-type: none"> 1. Share program information and registration materials to parents on registration day with online and physical options available |
| Weekly throughout school year | <ol style="list-style-type: none"> 1. New hires will be evaluated on a weekly basis by their supervisors (Site Leads) for the first 60 days of their employment 2. Site Leads will create and distribute Weekly Reports about afters-school updates and notable student developments to corresponding campus administrators 3. The program Director will create and send a Weekly Report to the appropriate district administrator 4. Designate daily times for Site Lead to be available for parents, usually during student pick-up times 5. Make parents aware of student's "Middle Tree Plan" and developments (always verbally, and in writing if requested) 6. Solicit donations from the parents and community, including, but not limited to, school supplies and "incentives" for students practicing responsibility, respect, and safety 7. Solicit volunteer hours from appropriate community members |



| Timeline | Milestone(s) |
|--|--|
| End of each semester or twice per year | <ol style="list-style-type: none"> 1. Disseminate surveys to parents, teachers, and campus administrators to solicit program feedback 2. Evaluate employee performance |
| Ongoing throughout school year (variable schedule) | <ol style="list-style-type: none"> 1. Prepare for audits and evaluations from local or state authorities regarding snack/supper and safety/emergency protocols 2. Prepare for and execute safety/emergency protocol drills each semester |
| End of School Year/once per year | <ol style="list-style-type: none"> 1. End of Year Report from the District Director 2. Any necessary updates to proposal for subsequent year |

Process of Matching Students with Tutors

Middle Tree ensures that students are matched with tutors through a pre-program assessment process. This process considers the student’s academic needs, learning style, and personal preferences. Once these factors are evaluated, a suitable tutor is assigned to the student to ensure a productive and personalized tutoring experience. The aim is to create a 1:1 student-to-tutor ratio for SEED and a flexible 1-5:1 ratio for HDT, allowing for effective personalized attention and group dynamics where appropriate.

Communication Protocols with District Staff and Families

Communication with district staff and families is a critical component of Middle Tree's approach. The organization employs a multi-tiered communication strategy that includes:

- **Regular Updates:** Tutors provide weekly updates to district staff and families regarding student progress and any emerging needs.
- **Scheduled Meetings:** Regularly scheduled meetings are held with district staff to review program effectiveness and make necessary adjustments.
- **Open Channels:** An open line of communication is maintained with families, ensuring they can easily reach out with questions or concerns. This includes emails, phone calls, and face-to-face meetings as needed.



Average Delay from Referral to Tutoring/Intervention Services Beginning

For students hoping to get involved in SEED or HDT, Middle Tree strives to minimize the delay between referral and the commencement of tutoring services. The typical timeline from referral to the start of services is as follows:

- **Initial Referral:** Referral received and logged by Middle Tree.
- **Assessment and Matching:** Within 3-5 business days, an initial assessment is conducted, and a suitable tutor is matched with the student.
- **Commencement of Services:** Tutoring sessions usually begin within 1-2 weeks of the referral, depending on the student's and tutor's availability.

This structured approach ensures that students receive timely and effective support, minimizing disruptions to their learning progress.

Ensuring Availability of In-Person Services

To ensure in-person services are available for students who need that modality, Middle Tree implements the following strategies:

- **Local Recruitment:** Tutors are recruited from the local area to ensure they are readily available for in-person sessions.
- **Flexible Scheduling:** The program offers flexible scheduling to accommodate the availability of students and their families, making it easier to arrange in-person sessions.
- **Hybrid Options:** For students who may benefit from both in-person and online tutoring, hybrid options are available, providing a seamless transition between modalities as needed.
- **Safety Protocols:** Comprehensive safety protocols are in place to ensure the health and well-being of both students and tutors during in-person sessions.

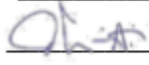
By prioritizing local recruitment and flexible scheduling, Middle Tree can consistently provide in-person tutoring services tailored to the specific needs of students



4. Annual Cost to the District - Fee/Service Rate Schedule:

Exhibit D: Proposal Price Form

| Service Description: | Annual Pricing: |
|---|------------------------------|
| Tutoring & Supplemental Support | \$75.00 per hour per student |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Total Annual Amount of Proposal: | \$75.00 per hour per student |
| Additional Fees or Special Request Costs: | None |

Print Name: Joseph G. Atman, S.T.D.
Signature: 
Title: Executive Director
Company Name: Middle Tree Incorporated
Date: 06/13/2024



5. Experience, Qualification and References:

About Middle Tree

Middle Tree, a 501(c)(3) nonprofit formed in March of 2015, was built by Dr. Joseph Atman and a network of dedicated educators with the mission to provide students with individualized and accessible supplemental academic support of the highest caliber, while maintaining affordability for all.

Objectives

Quantifiable Success

One of Middle Tree’s primary objectives is to quantify the progress each student makes over the course of the program. Our successful collaboration with the Pomona Unified School District provides an example of the type of progress we will strive to achieve with OUSD.

Pomona Unified School District Case Study

In the 2021-2022 academic year, Middle Tree collaborated with the Pomona Unified School District to provide in-person after-school tutoring to a wide range of students. According to data collected by GoSchoolBox, after attending the program for an average of just over two hours each day for four days per week, over a third of the students reached grade level in mathematics, (when none began the year at their expected level). The ADAM assessment was used to measure the K-7 mathematics proficiency of these students who received an average of 2.16 hours of tutoring per week. Middle Tree will use a variety of tools to assess student outcomes, including assessments of academic achievement, surveys of social-emotional learning, and observations of health and wellness practices.

| Grade Level | First of Year Assessment | End of Year Assessment |
|-------------------------|--------------------------|------------------------|
| 3 or more grades below | 71.58% | 40.82% |
| 2 grades below | 24.21% | 18.37% |
| 1 grade below | 4.21% | 6.12% |
| On or above grade level | 0.0% | 34.69% |

Middle Tree's approach to education played a supporting role in the impressive academic progress achieved by K-8 students and faculty in the Pomona Unified School District during the 2021-2022 academic year. By aligning with the district's curriculum and assignments and incorporating a



trauma-informed and social-emotional learning approach, Middle Tree's instructors created a comfortable environment for students to work through challenges and develop problem-solving skills. This data highlights the effectiveness of Middle Tree's innovative approach to education and its potential for improving after-school programs in other districts.

Continuous Quality Improvement

By collecting and evaluating important data related to student progress, Middle Tree's expanded learning approach provides a process for a continuous quality improvement cycle – both during and after our program.

Assess Program Quality: We collect various types of data that quantify our success and identify areas of potential improvement.

Plan: Based on our findings, we may adjust a student's MTP during the program and/or reflect on the data-driven results and formulate a plan to improve our Expanded Learning Program.

Improve: We implement our plan for improvement, continuously striving for outcomes that *exceed* key goals.

Our program regularly assesses its impact on student outcomes, including evaluating students' progress in core academic areas such as reading/language arts, mathematics, science, technology, and the arts. Additionally, we assess the program's impact on social-emotional learning and health and wellness outcomes.

In the 2021-2022 academic year, Middle Tree collaborated with the Pomona Unified School District to provide in-person after-school tutoring to students who were not testing at grade level in mathematics. After attending the program for an average of two hours each day, four days per week, over a third of the students reached grade level in mathematics, according to data collected by GoSchoolBox.

The ADAM assessment was used to measure the K-7 mathematics proficiency of these students who received an average of 2.16 hours of tutoring per week.

Highest Standards for Working with Children

At Middle Tree, we ensure that our staff meets the highest standards for working with children. Our teams include a qualified site lead, who will select a group of tutors for each site who meet the requirements of Title I paraprofessionals. Before joining our team, **all staff members must pass a comprehensive Live Scan Background Check and a Tuberculosis test** to confirm their suitability for working with children. All staff members also receive training and certification in CPR, first aid, and mandated reporting, providing a vital resource in the event of an emergency.



Finally, all team members undergo regular training in mandated reporting, trauma-informed care, and positive reinforcement procedures, equipping them with the skills and knowledge necessary to provide safe, supportive, and effective care for our students.

Middle Tree is striving to fill 50 percent of its staff positions with Spanish speakers.

Curriculum and Assessments

Middle Tree regularly utilizes curriculum sources such as Readworks.org, Khan Academy, Kuta Software, Newsela, and more. Additionally, Middle Tree tutors utilize student classroom curriculum for SEED lessons, which are inspired by “Just-in-time teaching” methods. By using reputable material sources, including classroom-based material when appropriate, Middle Tree tutors are able to provide close alignment to state standards. Both SEED and HDT involve a pre- and post-assessment, which Middle Tree administrators to hold employees accountable. By extension, this is also how partners can hold Middle Tree accountable as an organization. While the assessments are important, Middle Tree also considers the student as a whole, including hobbies, interests, preferred learning styles, and more. Using these data points, Middle Tree staff members are able to create a unique, individualized experience for each student.



Reference 1:

Customer Name: Pomona Unified School District
Contact Name: Alan Pantanini
Title: Educational Services: Expanded Learning Programs
Address: 800 S. Garey Ave., Pomona, CA 91766
Phone Number: 909-397-4648
Email: alan.pantanini@pomona.k12.ca.us
Services Provided: After-school tutoring, dyslexia support services (Dyslexia program),
In-School Intervention support (Structured Literacy), Online Hybrid Tutoring Program
Duration of Services: 2/20 - present

Reference 2:

Customer Name: Ontario-Montclair School District
Contact Name: Stephen Hernandez
Title: Teacher on Assignment
Address: 950 W D St., Ontario, CA 91762
Phone Number: 909-445-1062 ext. 149
Email: stephen.hernandez@omsd.net
Services Provided: After-school tutoring, dyslexia support services (Dyslexia program),
In-School Intervention support (Structured Literacy), Online Hybrid Tutoring Program
Duration of Services: 2023 - present

Reference 3:

Customer Name: Uncommon Good
Contact Name: Carlos Carrillo
Title: Education Director
Address: 211 W. Foothill Blvd., Claremont, CA 91711
Phone Number: 909-625-2248
Email: ccarrillo@uncommongood.org
Services Provided: Unlimited Tutoring Program Partner, ACT Prep course, SAT Prep course,
joint dyslexia program
Duration of Services: 2016 - present



6. List of Exhibits

Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Agreement(s)

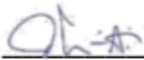
Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement and Data Sharing Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

***Contract template may be subject to change**

To view click here: [SERVICES AGREEMENT & DATA SHARING AGREEMENT](#)

If having a hard time opening templates, please email procurement@ousd.org for a copy.



Signature

Joseph G. Atman, S.T.D.

Print Name

Executive Director

Title

06/13/2024

Date



Exhibit B: Awarded Contract Requirements

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Middle Tree Incorporated
Date of Entity's Contract with District: 8/1/2024-6/30/2027
Scope of Entity's Contract with District: tutoring/academic support for students with disabilities

I, Joseph G. Atman, S.T.D. [insert name], am the Executive Director [insert "owner" or officer title] for Middle Tree Incorporated [insert name of business entity] ("Entity"), which entered a contract on August 1, 2024, with the District for tutoring/academic support for students with disabilities

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

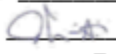
Print Name: Joseph G. Atman, S.T.D.
Signature: 
Title: Executive Director
Company Name: Middle Tree Incorporated
Date: 06/13/2024



Exhibit C: References

Exhibit C: References

Reference 1:

Customer Name: Pomona Unified School District

Contact Name: Alan Pantanini

Title: Educational Services: Expanded Learning Programs

Address: 800 S. Garey Ave., Pomona, CA 91766

Phone Number: 909-397-4648

Email: alan.pantanini@pomona.k12.ca.us

Services Provided: After-school tutoring, dyslexia support services (Dyslexia program),
In-School Intervention support (Structured Literacy), Online Hybrid Tutoring Program

Duration of Services: 2/20 - present

Reference 2:

Customer Name: Ontario-Montclair School District

Contact Name: Stephen Hernandez

Title: Teacher on Assignment

Address: 950 W D St., Ontario, CA 91762

Phone Number: 909-445-1062 ext. 149

Email: stephen.hernandez@omsd.net

Services Provided: After-school tutoring, dyslexia support services (Dyslexia program),
In-School Intervention support (Structured Literacy), Online Hybrid Tutoring Program

Duration of Services: 2023 - present



Reference 3:

Customer Name: Uncommon Good

Contact Name: Carlos Carrillo

Title: Education Director

Address: 211 W. Foothill Blvd., Claremont, CA 91711

Phone Number: 909-625-2248

Email: ccarrillo@uncommongood.org

Services Provided: Unlimited Tutoring Program Partner, ACT Prep course, SAT Prep course, joint dyslexia program

Duration of Services: 2016 - present



Exhibit D: Proposal Price Form

Exhibit D: Proposal Price Form

| | |
|--|---|
| Service Description: Tutoring & Supplemental Support | Annual Pricing: \$75.00 per hour per student |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Total Annual Amount of Proposal: | \$75.00 per hour per student |
| Additional Fees or Special Request Costs: | None |


Print Name: Joseph G. Atman, S.T.D.
Signature: 
Title: Executive Director
Company Name: Middle Tree Incorporated
Date: 06/13/2024



Exhibit E: Terms and Conditions

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.
4. **Bid Signee** – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf



of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this solicitation will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any



or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this solicitation.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

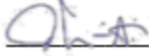
20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.



Print Name: Joseph G. Atman, S.T.D.

Signature: 

Date: 06/13/2024



Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither Middle Tree Incorporated [Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 06/13/2024 [DATE] for the purposes of submission of this bid.


By
Print Name: Joseph G. Atman, S.T.D.
Signature: 
Date: 06/13/2024



Exhibit G: Worker's Compensation Acknowledgement

Exhibit G: Workers Compensation Acknowledgement

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Print Name: Joseph G. Atman, S.T.D.

Signature:  _____

Title: Executive Director

Company Name: Middle Tree Incorporated

Date: 06/13/2024

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.



Exhibit H: Fingerprinting Notice and Acknowledgement

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Executive Director [insert "owner" or officer title] of Middle Tree Incorporated [insert name of business entity], have read the foregoing and agree that Middle Tree Incorporated [insert



name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: Joseph G. Atman, S.T.D.

Signature: 

Title: Executive Director

Company Name: Middle Tree Incorporated

Date: 06/13/2024



Exhibit I: Non-Collusion Declaration

Exhibit I: Non-Collusion Declaration

I, Joseph G. Atman, S.T.D., declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: Joseph G. Atman, S.T.D.

Signature: 

Title: Executive Director

Company Name: Middle Tree Incorporated

Date: 06/13/2024



Exhibit J: Authorized Vendor Signature - Point of Contact

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Print Name: Joseph G. Atman, S.T.D.

Signature: 

Title: Executive Director

Company Name: Middle Tree Incorporated

Date: 06/13/2024

