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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendents
Sondra Aguilera, Chief Academic Office

Meeting Date June 26, 2024

Subject Services Agreement - RFP #24-142MSN – Middle School Math Acceleration with Blueprint Schools Network

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background On March 23, 2024, the Procurement Department in partnership with the Department of Middle School Network released a ‘Request for Proposal’ (RFP) titled, RFP #24-142MSN - “Middle School Math Acceleration for OUSD Middle School Network”. Under this RFP the District plans to establish an agreement with Blueprint School Network to provide services and support school sites with math. These services are needed because approximately 70% of OUSD middle school students are not proficient in math.

Term Start Date: July 1, 2024
End Date: June 30, 2025

Not-To-Exceed Amount \$725,000.00

Funding Source(s) Central office funding source

Competitively Bid Yes No
RFP #24-142MSN – Middle School Math Acceleration

District In-Kind Contributions N/A

**SPSA Alignment
(required if using
State or Federal
Funds)**

- Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____
- Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

Attachment(s)

- Notice of Intent to Award Bid
- Services Agreement
- OUSD RFP #24-142MSN Document
- Blueprint Schools Network Response to RFP #24-142MSN

**Waiver
Attachments (if
applicable)**

- Written confirmation of Commercial General Liability Insurance waiver
- Written confirmation of Workers' Compensation Insurance waiver.
- Written confirmation of Tuberculosis Screening waiver.
- Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - 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/OUUSDPartner>) 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: Matthew Spengler Signature: 
Position: Executive Director Date: 6/13/24

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: President, Board of Education Date: 6/27/2024
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: 
Position: Superintendent Date: 6/27/2024

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: Blueprint Schools Network

1. **Services.** Describe the SERVICES VENDOR will provide: The Blueprint Math Fellows Program model
(known as the "Blueprint Math Lab" at school sites) accelerates academic achievement by providing students with
targeted, small group instruction. Our tutorial groups are small, with a student to Fellow ratio of no more than 4 to 1.
Students in the program attend a 45-60 minute math tutorial each day that supplements what they are learning in their
primary math class.

2. **Term.**
 - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: July 1, 2024

 - 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: June 30, 2025

3. **Compensation.**
 - a. The basis for payment to VENDOR shall be:
 - Hourly Rate: _____ per hour
 - Daily Rate: _____ per day
 - Weekly Rate: _____ per week
 - Monthly Rate: 60,000.00 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: \$725,000.00

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: Blueprint Schools Network
Address: PO Box 920440
City, ST Zip: Needham, MA 02492
Phone: 617-955-6682
Email: mspengler@blueprintschools.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.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

May 17, 2024

To: Blueprint Schools Network

PROJECT:

**Request for Proposal (RFP) #24-142MSN
MIDDLE SCHOOL MATH ACCELERATION**

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for Middle School Math Acceleration.

OUSD intends to award Blueprint Schools Network. The recommendation to award the bid to Blueprint Schools Network, 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.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 24-142MSN

**MIDDLE SCHOOL MATH ACCELERATION
FOR OUSD MIDDLE SCHOOL NETWORK**

**OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
May 3, 2024 @ 3:00 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:	March 22, 2024
Pre-Bid Conference*:	April 10, 2024 @ 11:00 a.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	April 24, 2024 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	May 3, 2024 @ 3:00 p.m. pst
Potential Interviews (If Necessary):	May 13, 2023 - May 15, 2024
Selection Notice(s):	May 17, 2024
Contract Start Date:	July, 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, 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 seeking proposals from qualified organizations to provide the District with in class services to support students to build up their foundational math skills. The District intends on providing this service on a daily basis to a subset of (approx. 500) students in several OUSD middle schools. This solicitation will be a single award selection.

Scope Of Work

Systems Development and Planning

1. Collaborate with each school to develop schedules, systems, and processes for a successful implementation of the program.
2. Customize Common Core-aligned curricular materials to ensure tutorial sessions complement and support OUSD's curriculum.
3. Coordinate with school administration on order fulfillment for furnishings and other materials necessary for program implementation.
4. Collaborate with administration to identify dedicated tutorial space and communicate expectations for appropriate tutorial learning environments for 2024-25.

Program Development

1. Select targeted grades and students that will participate in the initiative based on school priorities.

2. Build the capacity of staff members with the intent of establishing long-term school-based support and infrastructures.
3. Design and implement a quality math acceleration program based on high dosage tutoring.
4. Provide a team to prepare for and support the implementation of a quality program.

Recruitment and Professional Development of Staff

1. Recruit and select high-quality staff.
2. Ensure all staff are provided with comprehensive training to implement the program.

Term of Agreement

The term of the agreement shall be for a period of five (5) fiscal years/school years, commencing on July 1st, 2024 - June 30, 2029.

- 2024-2025, 2025-2026, 2026-2027, 2027-2028 and 2028-2029 school years.

Provider Outcomes and Deliverables

Outcomes

1. >90% students involved in the program demonstrate math proficiency progress at higher levels than peers not involved in the program, as measured by iReady Math and/or SBAC.

Deliverables:

Systems Development and Planning

1. Collaborate with each school to develop schedules, systems, and processes for a successful implementation of the program.
2. Customize Common Core-aligned curricular materials to ensure tutorial sessions complement and support OUSD's curriculum
3. Coordinate with school administration on order fulfillment for furnishings and other materials necessary for program implementation
4. Collaborate with administration to identify dedicated tutorial space and communicate expectations for appropriate tutorial learning environments for 2024-25.

Program Development

1. Select targeted grades and students that will participate in the initiative based on school priorities
2. Build the capacity of staff members with the intent of establishing long-term school-based support and infrastructures
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dosage tutoring

4. Provide a team to prepare for and support the implementation of a quality program.

Recruitment and Professional Development of Staff

1. Recruit and select high-quality staff.
2. Ensure all staff are provided with comprehensive training to implement the program.

Why Are Provider Services Needed

These services are needed because approximately 70% of OUSD middle school students are not proficient in math. OUSD staff can provide the bulk of grade-level instruction, and we would like to supplement this with acceleration strategies.

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/Services	30
3. Annual Cost To The District-Fee/Service Rate	35
4. Experience, Qualification and References	30
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 **May 3, 2024 @ 3:00 pm pst.**

Proposal shall be submitted with subject line: **“RFP Proposal #24-142MSN”**

***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 - 3:00pm 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 (attached below)

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 organization understands the desired overall performance expectations. Provide a detailed summary of the tutoring/support model you envision.

The description should include methods to ensure quality staffing, data analysis, collaboration with OUSD staff and standards-based instruction. The structure and hierarchy of the program should be clearly stated. Your proposal should state demonstrable results that your program has achieved with students similar to the students to be served through this proposal. Include any specialized skill or additional information that is relevant to this RFP for the consideration of your organization. This section should clearly convey your organization's understanding of the nature of the work required as outlined in the Scope of Services.

4) **Annual Cost to the District - Fee/Service Rate Schedule:** Provide a comprehensive cost proposal for 2024-2025 School year. The cost proposal should also break out the cost on a per student basis and/or an hourly rate. List any other types of services generating a cost to the District which are not included in the proposal, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

*The District does not have the exact number of students that will be receiving services across our middle schools for this solicitation, however for proposal purposes and to help compare pricing structure from different proposals please compose breakdown costs to serve 500 students. Number of students can decrease/increase.

In addition, please share a comprehensive cost proposal for each additional year over the next four (4) school years; 2025-2026, 2026-2027: 2027-2028 and 2028-2029.

Pricing should include a total of five (5) school years. The District is interested in costs that are both in line with the specific services provided by the District and are comparable to those paid by other school districts on similar programs.

5) **Experience, Qualification and References:** In a maximum of ten (10) pages. This section should provide an overview and history of your company, and its support/tutoring services in California and/or nation-wide (if applicable).

Use this section to indicate the areas of expertise of your organization and how the District would benefit from that expertise. This section should identify similar projects/work that your organization has completed/performed for other K-12 school districts. Include at least three (3) school districts with similar program needs, along with the names of individuals familiar with your work that can be contacted by District staff.

In addition, please provide the names and résumés of lead staff who would be working with the District, and identify individuals by responsibility. Please indicate who the primary contact will be and who will be responsible for the day to day work with the District.

6) **List of Exhibits**: Complete all the Exhibits. See page 14.

Oakland Unified School District Application

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

Have you worked with any California School District's before? If yes, which one(s)?	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No

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 prior five (5) years?	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes

<p>If yes, provide the name of the school/district and briefly detail the dispute.</p>		
<p>Has your company ever had a contract terminated for convenience or default in the prior five years?</p>	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
<p>If yes, provide details including the name of the other party:</p>		
<p>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?</p>	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
<p>If yes, provide details:</p>		
<p>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?</p>	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
<p>If yes, provide details:</p>		

List Of Exhibits

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

Exhibit B: Awarded Contract Requirements

Exhibit C: Terms and Conditions

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

Exhibit E: Worker's Compensation Acknowledgement

Exhibit F: Fingerprinting Notice and Acknowledgement

Exhibit G: Non-Collusion Declaration

Exhibit H: 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 Insurance Requirements may be subject to change**

To view click here: [SERVICES 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	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;</i> <i>ATTN-Risk Management;</i> <i>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 style="margin: 0;">“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 style="margin: 0;">“ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.”</p> <p style="margin: 0;">“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;</i> <i>ATTN-Risk Management;</i> <i>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: 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 D: 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 E: 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 F: 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 G: 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 H: 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 Districts 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.

Oakland Unified School District Application

RFP Proposal #24-142MSN

Company Information			
Company Name:	Blueprint Schools Network		
Address:	PO Box 920440, Needham, MA 02492		
Primary Contact Person:	Matthew Spengler	Secondary Contact Person:	Freda Statom
Title:	Founder and Executive Director	Title: Director of Development and Engagement	
Email:	mspengler@blueprintschoools.org	Email:fstatom@blueprintschoools.org	
Telephone #:	617-955-6682	Telephone #: 619-757-6740	
Website (if applicable):	https://blueprintschoools.org		

Experience	
Have you worked with any California School District's Before? If yes, which ones?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES

Legal and Tax Information	
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 prior five (5) years?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
If yes, provide the name of the school/district and briefly detail the dispute.	

<p>Has your company ever had a contract terminated for convenience or default in the prior five years?</p>	<p><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</p>
<p>If yes, provide details including the name of the other party:</p>	
<p>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?</p>	<p><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</p>
<p>If yes, provide details:</p>	
<p>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?</p>	<p><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</p>
<p>If yes, provide details:</p>	

2. Cover Letter

To: Request for Proposal (RFP) 24-142-MSN Middle School Math Acceleration for OUSD Middle School Network:

I am writing to express our interest in working with the Oakland Unified School District (OUSD) as outlined in the Middle School Math Acceleration RFP to expand our existing partnership to serve the students attending OUSD's middle schools.

At Blueprint Schools Network, our organizational mission is deeply rooted in advancing equity by addressing math opportunity gaps for students of color and those experiencing poverty. By focusing on closing these gaps, students are able to access advanced math courses in high school and break through the pernicious and persistent adult-driven, institutional barriers regarding our nation's K-12 math education system that deeply and negatively impact students and families in the communities we serve. We do this because we know that advancing equity for students during their K-12 careers changes life outcomes and closes other racially-based gaps like lifetime earnings, teenage pregnancy, life expectancy, and incarceration rates. Promoting educational equity and changing life outcomes has been the bass note of our mission since day one. The Math Fellows program has been a consistently effective way for us to serve our mission since our inception.

Now in our eighth year in the Oakland Unified School District, Blueprint Schools Network has a proven track record of providing high impact tutoring during the school year and in the extended school year settings. Using research-based best practices for program implementation and fellow effectiveness, OUSD middle school students demonstrate an average growth rate of more than 1.8 years in math for every year they are in the program (as measured by the STAR Assessment). In Oakland, Blueprint has established long-term relationships with school leaders, teachers and district leaders. We have had the privilege to impact and be impacted by thousands of Oakland students and their families. We plan to build upon this solid foundation to expand our impact by meeting OUSD's urgent need to serve the **70% of current OUSD middle school students who are not yet proficient in math.**

In light of the missed learning opportunities and ongoing impact due to the COVID-19 pandemic, Blueprint is committed to providing students with learning opportunities and interventions that address foundational gaps and accelerate learning. Blueprint is familiar with OUSD math curriculum and district culture; we have a level of proven math expertise and a successful track record of providing quality math tutoring to students who both need the extra support and who would not otherwise have access to tutoring. Further, we have become a consistent math tutor-to-teacher pipeline for OUSD which has yielded ongoing benefits for students and the District beyond the investment in the Math Fellows program. For these reasons and others, we believe we are a perfect match for the Middle School Math Acceleration for OUSD Middle School Network RFP.

We share OUSD's commitment to equity and believe that all students, regardless of background and circumstances, can achieve at high levels. We are eager to continue our

long-term partnership with Oakland Middle Schools and being awarded this contract will help ensure that a high quality math education with effective gap-closing supports is the common experience for all Oakland students before they enter high school.

Our core team consists of education professionals and leaders with deep ties to the East Bay. Our Executive Director, Matt Spengler, lived in Oakland for 10 years and is the founding principal of MetWest High School. Our Math Fellows Program Director, Director of Development and Engagement and Lead Site Manager all live in the East Bay. All of the Blueprint staff members listed below have worked on the OUSD Blueprint Math Fellow Program for multiple years.

Matthew Spengler	Founder and Executive Director	Mspengler@blueprint schools.org	617-955-6682
Sarah Kirker	Blueprint Math Fellows Program Director	skirker@blueprintscho ols.org	707-290-5261
Freda Statom-Greene	Director of Development and Engagement	fstatom@blueprintscho ols.org	619-757-6740
Lori Kipnis	Director of Human Capital Strategy	lkipnis@blueprintscho ols.org	(617) 243-9620
Stephen Lewis	Data and Operations Coordinator	slewis@blueprintscho ols.org	(617) 243-9620
Ali Lafferty	Site Manager for Oakland	alafferty@blueprintscho ols.org	951-296-8089

Thank you again for the opportunity to apply for funding from the Middle School Math Acceleration for OUSD Middle School Network. We hope you will favorably review our application as a highly qualified provider of math tutoring services – a service that is sure to prove it will meet the most pressing math needs of OUSD students, ultimately improving their life outcomes.

Sincerely,

Matthew Spengler

Mathew Spengler
 Founder and Executive Director

3. Ability to Execute & Approach to Scope of Work

Blueprint's Understanding of and Experience with the Overall Performance Expectations

Over the course of an eight year partnership with OUSD, the Blueprint Math Fellows Program has increased math achievement and offered an innovative path to address learning loss exacerbated by the pandemic. Blueprint's mission as a nonprofit organization is to promote educational equity and improve life outcomes for students. We intimately understand the desired overall performance expectations as outlined in the RFP.

The Blueprint Math Fellows Program (BMFP) has been a consistent part of our program portfolio since our founding in 2010. Our partnership with OUSD began in 2016. We currently have 18 Blueprint Math Fellows serving students at Bret Harte Middle School, Edna Brewer Middle School, Elmhurst United Middle School, Roosevelt Middle School, United for Success Academy, Urban Promise Academy, West Oakland Middle School, and Westlake Middle School.

Our primary goal for BMFP is to have participating students close the math opportunity gap by demonstrating 1.5 years of growth for each academic year they are in the program. We also expect that participating students who attend 90% of tutoring sessions will demonstrate math proficiency progress at twice the rate peers not involved in the program as measured by iReady and SBAC. This goal dovetails with the expected outcomes in the RFP. We also expect students to increase their confidence in and enjoyment of math which we measure using three student perception surveys that we administer three times during the year. In 2022-23, 89 percent of Blueprint students reported feeling more confident in Math after participating in Blueprint. In addition, 9 out of 10 students agreed that Blueprint helped them succeed in their other math classes. Finally, we expect to continue to be an innovative pipeline of teacher talent for the District which we have been doing for the past eight years. Typically, one in four Blueprint Math Fellows transition from tutor to teacher at the conclusion of their year of service. For example, the two current Math teachers at United for Success Academy are former Blueprint Math Fellows and next year that number will increase to three.

Blueprint also has eight years of experience executing all deliverables as outlined in the RFP. We collaborate extensively during the spring and summer months with each school's administration to develop schedules, systems and processes for implementation. Our locally-based Site Managers work with each school's math instructional lead and grade level teachers to connect our Common-Core aligned curricular materials to what is being taught in the core math class. We have identified and furnished dedicated tutorial spaces for each partner school that allows for consistent and purposeful learning environments for all students.

Blueprint has an experienced management and support team living in Oakland and in neighboring communities who are currently overseeing the Math Fellows partnership in OUSD and will continue to provide high quality implementation if Blueprint is selected as the preferred provider for this RFP. Our National Math Fellows Director and Site Manager collaborate each year with Oakland school administration to identify target grades and students to participate in the Math Fellows program based on school priorities which vary from campus to campus. We have worked closely with staff members over multiple years to foster consistent school-based support and infrastructures which greatly facilitates planning, implementation and shared learning regarding small group differentiated math instruction best practices. Finally, we are proud of our work with OUSD as we have collaborated to implement a quality high dosage tutoring program that is based on what research says works for students. Oakland students participating in the Blueprint Math Fellows program receive free, small group math tutoring every single day as part of their regular school schedule.

Additionally, Blueprint has a full-time dedicated recruiter and Human Capital team to recruit and select high quality tutors. Our Math Fellows are AmeriCorps members, mission-driven, diverse and passionate about making an impact. We recruit locally and nationally. In addition, 10 Math Fellows from the 2022-23 school year returned to the program this year. Currently, 11 Fellows from this year's cohort indicate that they would like to continue their service in OUSD for 2024-25. All of our Fellows participate in extensive training to implement the program which begins during the summer months. The Blueprint training is flexed so that Fellows can also participate in selected sections of their OUSD school's summer training to build connection with school communities from the start. Fellows then receive weekly professional development and coaching from the Blueprint Site Manager.

As mentioned earlier, Blueprint has an intimate working knowledge of the outcomes and deliverables associated with this RFP. If selected, we look forward to building upon our long-term collaborations with OUSD school and district staff to close math opportunity gaps for middle school students in the community.

Blueprint Math Fellows Tutoring Model

The Blueprint Math Fellows Program model (known as the "Blueprint Math Lab" at school sites) accelerates academic achievement by providing students with targeted, small group instruction. Our tutorial groups are small, with a student to Fellow ratio of no more than 4 to 1. Students in the Program attend a 45-60 minute math tutorial each day that supplements what they are learning in their primary math class. Tutorial sessions address gaps in foundational mathematics knowledge and promote each student's ability to problem solve and think critically. Lesson plans are customized for each group of students and follow a consistent, research-based structure and are aligned with the curriculum taught in core math classes in OUSD.

Blueprint tutorial lessons use active learning by engaging students in each day's tutorial lesson to improve their understanding of core math concepts, their confidence, and their grit. Lessons begin with a short, silent, and independent "Do Now" activity. After a quick review of the "Do Now" responses, students take part in a "Number Talk" in which they discuss strategies and processes they used to solve a math problem. Then each student participates in a formal math lesson, working in small groups of four, with a partner, and individually. Students end each class by completing an "Exit Ticket" which is a brief, three question quiz on that day's concept. Fellows evaluate Exit Ticket responses each afternoon to inform the plan for the following day's lesson. Subsequently, Fellows use this information to decide which students (if any) need more time to master a concept and whether or not their students are ready to move on to learn a new math concept.

Blueprint's Site Managers (SMs) function as site supervisors and perform day-to-day Fellow supervision. SMs provide instructional leadership, ongoing professional development and instructional coaching. SMs oversee program implementation, monitor student growth, and serve as liaisons to the schools. All SMs have three or more years of instructional experience, and serve as content area leaders within the organization.

Methods to Ensure Quality Staffing:

Blueprint will recruit and hire full-time AmeriCorps Blueprint Math Fellows to lead small group instruction to improve math proficiency levels for the next five years for OUSD middle school students.

Blueprint has made a strategic investment in an experienced K-12 Human Capital team to support recruitment efforts for the OUSD Middle School Math Acceleration program. Our tutor recruitment and hiring process is a consistent, comprehensive, multi-step approach designed to ensure candidates are not only highly qualified, but also deeply committed to our mission of promoting educational equity and improving life outcomes for students.

We begin the process with an initial interview to assess the candidate's interest in our mission and alignment with our organizational values. During this stage, we gauge the candidate's enthusiasm for working with students and their understanding of the challenges facing underserved communities. Following the initial interview, candidates aligned with our mission advance to a regional interview where we assess their mathematical proficiency and willingness to embrace coaching and ongoing learning. As part of our commitment to ensuring a safe and secure learning environment, we conduct a comprehensive background screening process that encompasses a Blueprint national criminal background check, aligns with district screening requirements, and meets the screening standards set by AmeriCorps. Additionally, reference checks are completed for each Fellow before they are brought onboard.

Blueprint excels in building local pipelines for recruiting math tutors. We strategically offer incentives to Fellows who have been with Blueprint to return for an additional year of service so they can continue to maximize their impact on student achievement. A significant number of our Bay Area Fellows (73%) have indicated an interest in returning for School Year 2024-25. Blueprint actively recruits diverse candidates through external job postings, targeting local universities, community groups, and local partnerships. The current Math Fellow demographics exhibit a diverse representation with 68.75% male and 31.25% female participants. Among the racial demographics, 26.56% identify as Black or African American, 9.38% as White, and 3.13% as having two or more races. Additionally, 10.94% identify as Hispanic or Latino, and 4.69% as Asian. A significant portion, accounting for 45.31%, elected not to identify with any specific racial or ethnic category. This data underscores the Blueprint's commitment to inclusivity and diversity, reflecting a broad spectrum of backgrounds and identities among its participants. Math Fellows speak a variety of languages, including English, Spanish, Japanese, Mandarin, Korean, and French.

Selected Fellows undergo comprehensive training, including weekly one-on-one coaching sessions, group professional development, and collaborative planning sessions led by our staff. These sessions cover a range of topics from math content to equity issues in education, ensuring that Fellows are equipped with the skills and strategies necessary to engage effectively with students. Fellows are provided formative and summative feedback through mid and end-of-year evaluations.

Blueprint has fully-staffed all positions for our 2023-24 Math Fellows partnership in OUSD, including a mid-year expansion to serve an additional 5 middle schools. We are confident, based on our current pipeline of candidates and expected returner cohort, that we will be able to ensure full staffing with high quality candidates for the length of the initiative.

Data Analysis:

We believe that student outcomes are directly related to how well our tutoring model is executed in practice. Thus, Blueprint collects data on a wide range of implementation factors that include student rosters, fellow case load, fellow planning time, attendance, session frequency and length, and students served per session. We also have implementation monitoring checklists for

the tutoring learning environment and instructional materials. All of this data is shared with school and district partners. Finally, we conduct three, multi-day, formal site visits from the Blueprint national leadership team to track the quality and fidelity of implementation and make mid-year upgrades. We invite school and district leaders to join us during these formal site visits to calibrate instructional expectations and identify specific roles and responsibilities following the visit for program improvements.

Blueprint has a 13-year track record of delivering 1.5 years of math growth or more during an academic year when our model is implemented with fidelity. To assess student growth in math proficiency throughout the year, we administer Renaissance Learning's STAR Math Assessment for BOY, MOY and EOY. STAR Math also provides important information regarding key concepts for which students have mastered or need additional support. Our Oakland-based and national team has a deep working knowledge of iReady Math from our work with other districts and we are adept at providing iReady professional development for Fellows as well as interpreting and leveraging iReady reports and results. Regarding tracking progress on a daily level, Fellows administer exit tickets to track student mastery of specific standards and concepts after each tutoring session. Students receive daily feedback on their exit ticket mastery scores to allow them to make adjustments and deepen their understanding. During each unit students take a pre and post assessment to support Fellows in planning differentiated lessons to target student gaps and build on student mathematical strengths.

Regarding SBAC, Blueprint has previously established data sharing agreements between OUSD and our research partner, the University of Chicago. Dr. Steven Levitt is Blueprint's Board President, an award-winning economic professor at the University of Chicago and co-founder of the Center for Radical Innovation for Social Change (RISC). Dr. Levitt and his team provide pro bono research and evaluation services for our Math Fellows Programs across the country and will do so for our work in OUSD if Blueprint is selected as the math tutoring provider for this initiative.

Blueprint is also committed to increasing student confidence in and enjoyment of math. Relationships between Fellows and students are essential to achieve this goal. Another important factor is sharing and demystifying performance data from the STAR assessment so that students can understand strengths and opportunities for growth and set goals for the next assessment. To track changes in confidence, enjoyment of math and relationship quality with Fellows, we administer three student perception surveys during the school year. We also have Fellows complete three perception surveys to assess their sense of effectiveness and identify areas of strength and growth regarding professional development as support.

The broad array of data collection across multiple inputs and outputs is led by our Director of Innovation and Impact and our full-time Data Coordinator. Both Blueprint team members have been working with all OUSD implementation and performance results for multiple years. We currently have the systems and staff in place to conduct robust data collection and analyses for this project.

Collaboration with OUSD Staff:

Blueprint's methods to ensure effective collaboration with OUSD staff for this initiative are grounded in the structures we currently operate in partnership with OUSD. The Math Fellows Program is designed to foster strong connections between our tutors and their school communities. Fellows participate in school-based summer training alongside OUSD faculty and school administrations. When schedules permit, we align Math Fellow prep periods with grade-level or math department planning blocks so our tutors can collaborate with teachers on unit planning and data analyses during PLCs. Although the Blueprint Math Lab is a "pull-out" program, typically school master schedule structures result in Math Fellows "pushing in" to join one consistent core math class period each day to support small group instruction. In addition, our Fellows are invited to and participate in District-wide math professional development ("Second Wednesdays") alongside teachers from across the district. These multiple and purposeful touch points between Fellows and school staff help make Fellows feel connected to and a part of the larger school community. We believe it has also contributed to many Math Fellows deciding to pursue teaching careers beyond their Blueprint AmeriCorps service years.

Blueprint Site Managers oversee the program and support Math Fellow development. They also serve as a consistent liaison between Blueprint and the school staff for planning, updates, curriculum alignment and troubleshooting. Site Managers (SM) run the program at up to four schools and are responsible for the vast majority of planning and implementation activities in collaboration with school staff to ensure effective execution of the model. SMs schedule spring planning meetings with OUSD principals or their designees to set the stage for the summer training and August program start up. They also meet regularly with CCTLs, math instructional leads and/or teachers to align tutorial lessons and materials with what is being taught in core math classes.

Blueprint's Executive Director and Math Fellows National Program Director have deep roots in Oakland and have been engaged in the 8-year partnership between Blueprint and OUSD since its launch in 2016. Both members of Blueprint's National Leadership Team meet with OUSD's Middle School Network Superintendent and Secondary Math Coordinator on a regular basis for strategic planning and implementation updates. For the scope of this proposal, we intend to facilitate formal planning, implementation and monitoring summits three times each year that align with BOY, MOY and EOY data collection and school site visit cycles.

The structure and hierarchy of the program is as follows:

Math Fellows are placed at OUSD middle schools and report to a Blueprint Site Manager. The Site Managers in Oakland are supervised by our Math Fellows National Program Director. If the scale of the project requires three or more Site Managers, our current OUSD Site Manager would act as a Lead Site Manager and help support the supervision and development of new Site Managers. The Math Fellows National Program Director is a member of the Blueprint Leadership Team which includes the Executive Director, Director of Human Capital Strategy, Director of Development and Partnerships, Director of Finance, and Director of Innovation and Impact. All members of the Blueprint Leadership Team will be engaged in this endeavor. Finally,

our Talent Acquisition Manager, Human Capital Coordinator and Data Coordinator each report to one of the Leadership Team members and would also contribute significantly to this initiative.

Collaboration is one of Blueprint's established Core Values as an organization and we invest extensive time and effort working in concert with our school partners and OUSD staff. We believe that the people, structures for communication and partnership history listed above are necessary components of our collective work alongside OUSD adults to close math opportunity gaps for middle school students.

Training and Standards-Based Instruction:

Blueprint Math Fellows receive comprehensive training in effective instructional practice and are introduced to the important work of school reform. Blueprint's training and orientation include familiarizing Fellows with their placement site, the skills they will acquire, and the service they will perform. Blueprint training also includes: 5-Day Program Site Manager Summit, 5-Day Math Fellows Program Summer Training and Orientation and a yearlong sequence of weekly professional development, weekly observations and individualized coaching, and weekly content development and lesson planning. Training is based on our 5 key theories of action: 1) building authentic relationships; 2) delivering high quality instruction; 3) intentionally using data; 4) deliberately developing leadership and 5) committing to addressing social injustices. As part of this, Fellows receive training in classroom management strategies including school based structures such as PBIS or Restorative Justice. Fellows also participate in OUSD and School Site Training. They engage in monthly PD with the district math team and take the Illustrative Math assessments each unit to gain insights on what students experience and thus become more effective at teaching the lessons.

Blueprint approaches standards-based instruction with intention. Blueprint-developed curriculum is based on Common Core standards and aligned with OUSD's Illustrative Math materials. Blueprint Site Managers align lessons taught during tutorial sessions with the key standards that core math teachers at each school are focusing on in regards to OUSD's scope and sequence. Additionally, Blueprint's instructional strategies focus on helping students develop foundational and pre-requisite skills based on the common core vertical progressions.

Blueprint lessons are designed to 1) target skills gaps as identified by student assessments and 2) expose students to grade level standards. Students engage in a daily Number Talk to allow for development of number sense before transitioning into lessons that are either direct prerequisite skills for what students are working on in their core math class or are alternative options for engaging in grade level content. By giving students the opportunity to have extra practice in grade level material as well as fill in the foundational skill gaps needed to access grade level content, Blueprint supports students in being able to engage and participate in both their small group and whole group math classes. For students who are several years behind grade level, Blueprint uses Do The Math intervention curriculum by Heinemann. Thus, students are engaging with both their pre-requisite and grade-level common core skills throughout the week. Fellows lesson plan weekly to make real time adjustments to lessons and units based on daily student exit tickets and unit level assessments.

By focusing on the unique needs of each school, engaging the community, providing instructional coaching, on-going professional development and fostering a culture of continuous improvement, Blueprint is making significant strides in narrowing the achievement gap and creating positive educational outcomes for all students. Our holistic and standards-based instructional approach addresses educational disparities and closes learning gaps by reinforcing and reteaching math concepts that have not yet been mastered by students.

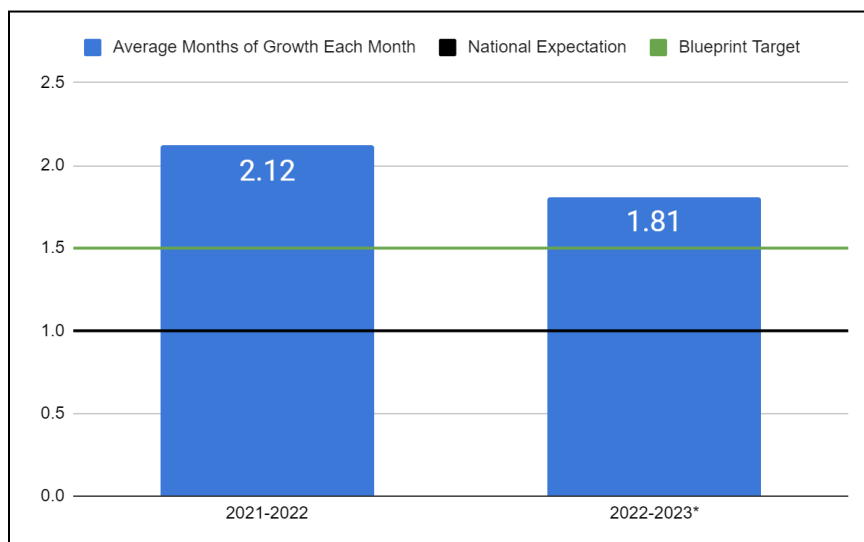
Success in Achieving Outcomes:

Blueprint Schools Network has partnered with the Oakland Unified School District for eight years. Since the 2016-17 school year, Blueprint has supported more than 3,000 middle school students through the Math Fellows Program.

Student Growth

During the 2021-2022 school year, Blueprint began using the STAR-Math assessment platform to measure student growth. STAR-Math provides a proficiency measure labeled “Grade-Equivalency” which notates the approximate grade and month of math proficiency for each student. In the 2021-2022 school year, OUSD Blueprint students grew by an average of **2.12 months each month** that they were in the program. In the 2022-2023 school year, testing was disrupted by a teacher strike, but by the winter MOY assessment, OUSD Blueprint students were already seeing an average of **1.81 months of growth each month**. Prior to Blueprint’s adoption of STAR-Math, OUSD measured student growth using the Scholastic Math Inventory (SMI) as an interim assessment. Because of the COVID-19 pandemic, SMI was not used fully in either the 2019-2020 or 2020-2021 school year.

*OUSD Students participating in the Blueprint Math Fellows Program
STAR-Math Assessment Results for EOY 2021-22 and MOY 2022-23*

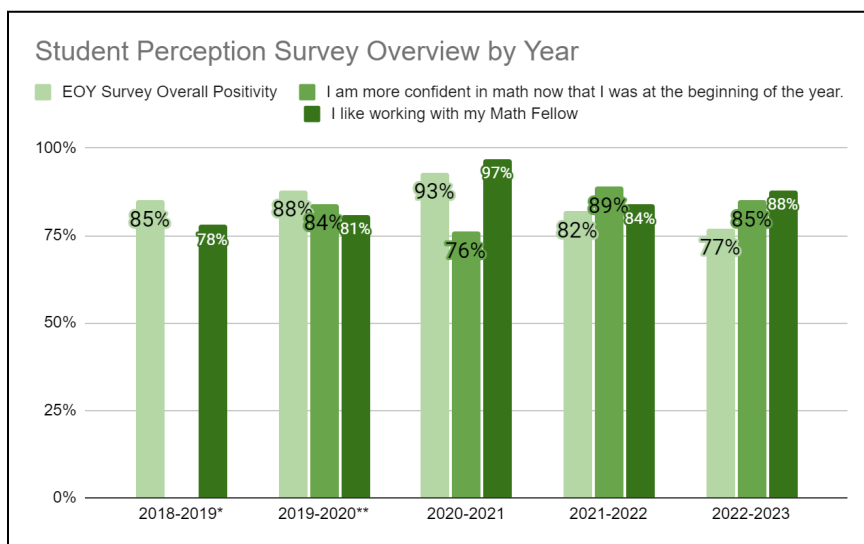


In 2019, Dr. Steven Levitt’s team at the University of Chicago conducted an independent analysis of three years of SBAC results (2017-2019) for the Blueprint Math Fellows program through a data sharing agreement with OUSD. This report has been previously shared with OUSD leadership for the eight middle schools (Bret Harte, UFSA, Frick, Roots, Life Academy, Montera, Elmhurst and West Oakland MS) participating in the program during the 2016-17, 2017-18 and 2018-19 academic years. Excerpts from the reports are as follows:

- Even though Fellows students lag behind their peers in the years before the program, they close the gap after the intervention.
- Blueprint students’ rate of math score growth increases dramatically after the intervention, even as their peers’ growth slows down.
- Tutors are succeeding in making their curriculum age-appropriate - Fellows students across all grades increase test score growth after the intervention relative to their peers
- After one year, the average student in the Fellows program improved by 13 points more on the SBAC exam than other middle school students in SBAC improvement in the same schools
- 11% of the lowest performing Blueprint students moved up in performance bands, to Standard Met or Standard Nearly Met, after the intervention
- Students who stay in the program have 157% more test score growth by the end of the year than students who leave the program early

Student Perception Surveys

Blueprint administers student perception surveys three times each year. Many of the questions are multiple-choice on a scale from Strongly Disagree to Strongly Agree. The graph below shows the overall percentage of responses that indicated a level of “Agree” (positivity). The second portion of the Student Perception Survey is open responses. The overwhelming majority of open responses are positive and we have included some representative examples below.



* The 2018-2019 school year did not have a question that directly asked about confidence

** The 2019-2020 school year did not survey students at the end of the year as campuses were closed because of

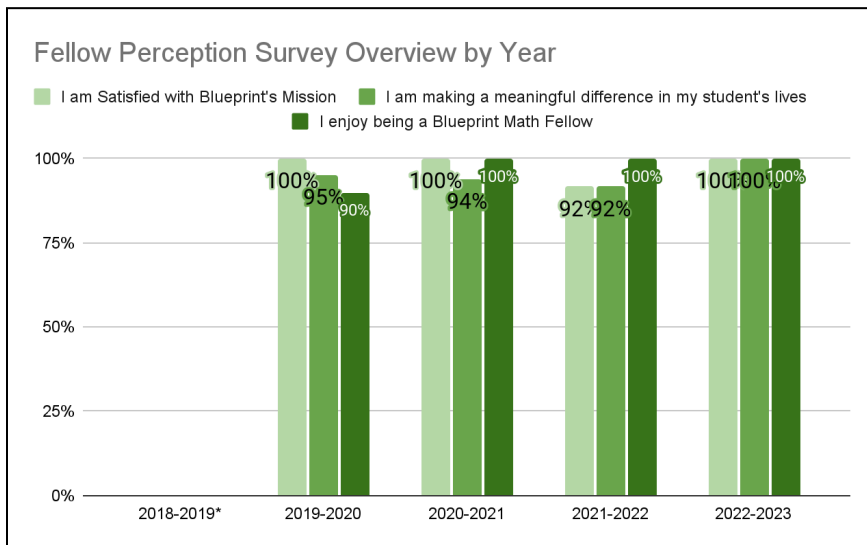
the pandemic, so these results come from December.

Representative Responses from Open Ended Student Perception Survey Questions:

- *“I'm really thankful that my math fellow has helped me during hard math times. I didn't like math before but then I realized that math is a challenge that I can face without giving up and I'm very thankful for my Fellow.”*
- *“[My Fellow's] an amazing teacher and he always makes us feel comfortable every time we come into the classroom”*
- *“[My Fellow's] really helpful and gives me a different perspective which helps me focus and makes it really fun. I'd recommend her to any school for any student.”*
- *“My math fellow is great. She's the best. I love the way she teaches and explains and everything she brings a vibe like no other that's why I love being in this classroom.”*

Fellow Perception Surveys

Math Fellows are also surveyed throughout the school year. They are asked about how satisfied they are with different aspects of the Blueprint program, as well as how they view their impact and their enjoyment of the program. The graph below shows the percentage of Fellows each year who responded positively to three key questions from the past several years. Below is a collection of representative written responses from the Fellows.



*There were no standardized Fellow surveys administered in the 2018-2019 school year”

Representative Responses from Open Ended Math Fellow Perception Survey Questions:

- *“This job makes me so happy! I'm excited to grow and learn”*
- *“I am thankful for this time here at Blueprint these past two years. I have learned so much from so many individuals, I'm beyond blessed to have been given the opportunity to be a part of the Blueprint program.”*
- *“Blueprint is so superbly data-informed! Everything we try or do with our students involves a measurement component where we are able to tell if that lesson, concept, or technique had an effect causing learning growth in our students. it really pays off.”*

- *“The Blueprint Fellows Program has taught me a lot in such a short time and I will be eternally grateful to everyone who helped train me.”*

2023-24 marks Blueprint’s 13th year operating our Math Fellows Program. Results from the implementation of BFPF in Oakland and across the country suggest that the program has been consistently effective in raising mathematics achievement and closing the math opportunity gap. Based on Blueprint’s track record in Oakland and in other districts, we are confident that successful implementation will meet OUSD’s target outcome of having more than 90% of students involved in the program demonstrating math proficiency progress at higher levels than their peers not involved in the program, as measured by iReady Math and/or SBAC.

We are happy to provide additional results or copies of the OUSD Math Fellows reports upon request.

Additional Information

When we founded the Blueprint Math Fellows program 14 years ago, we did not anticipate that so many of our Fellows would transition to become full-time teachers and paraprofessionals. As mentioned earlier, two current UFSA math teachers started their service at the school as Blueprint Math Fellows and we anticipate that a third former Fellow will join the math faculty next year. We know that if Blueprint is selected to be the tutoring provider for the next five years that the investment will also yield well-prepared teachers to serve the Oakland community beyond the scope of our Math Fellows Program impact. To support this pipeline, we would be excited to further explore opportunities to execute defined articulation agreements with the District and teacher credentialing programs to connect a Math Fellow year of service with credit towards receiving a California teaching certificate.

Today, we are in our tenth year of being an AmeriCorps grantee. This partnership allows us to attract mission driven Fellows, who serve as the backbone of Blueprint’s on-the-ground support and whose passion for service in education directly influences the learning experiences of Blueprint students. As AmeriCorps members, Fellows extend their impact beyond their primary roles as tutors and instructors that often transcend the school day. Fellows can be found participating in parent teacher conferences, serving as coaches of sports teams or leading extracurricular clubs at their school sites. By strategically engaging AmeriCorps members in volunteerism Blueprint maximizes its potential to make a lasting difference in the communities it serves.

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

A. Blueprint Math Fellows Program Comprehensive Cost Proposal for the 2024-25 school year

Blueprint’s comprehensive cost proposal for the 2024-25 year is based on the following assumptions:

- Each Blueprint Math Fellow would serve 50 OUSD middle school students each day. This cohort would be consistent throughout the entire school year.
- Each Math Fellow would lead five “pull out” tutoring sessions each day with a student to Fellow ratio of 4:1. Each Math Fellow would also “push-in” to one core math class each day to serve an additional 30 students. Thus, 20 students in the pull-out model + 30 students in one core math class = 50 students per day.
- 10 full-time AmeriCorps Blueprint Math Fellows would be needed to serve 500 students
- Math Fellow Stipends include the FY25 AmeriCorps living stipend (\$33,000) and projected costs for Returner Incentive Awards (\$1,800 per returning Math Fellow) for 4 of the 10 Fellows.
- 1 full-time Blueprint Site Manager would oversee the program and support 10 Math Fellows at up to four middle school sites.
- Math Fellows begin their year of service two weeks before the start of school for summer training and complete their year of service one day after the last day of school for students
- Site Managers are 12-month employees
- Each Fellow will receive a Chromebook budgeted at \$300 per Fellow for FY25 only
- Program supplies budgeted at \$1,000/school site for the full year
- Furniture is budgeted at \$1,700/school site for FY25 only
- Indirect Costs include but are not limited to: Blueprint leadership engagement for planning and monitoring activities; administrative, financial, human resources and recruiting staff activities; recruiting costs; math professional development for Site Managers and Math Fellows; Branded gear for program staff and Fellows; Fellow recognition and support activities; travel and insurance.
- Blueprint has been awarded an AmeriCorps National Direct Grant for FY25. We are allocating \$5,000 per OUSD AmeriCorps Math Fellow (\$50,000 total) to the Oakland program to help offset the total costs.

	Budget FY25
Fellow Costs	
Math Fellows Stipends	\$337,200
Sub total=	\$337,200
Payroll Taxes @7.65%	\$25,796
Fellow Benefits @ 25%	\$84,300

Fellow Cost	\$447,296
Program Staff	
Site Manager	\$95,000
Sub total=	\$95,000
Payroll Taxes @7.65%	\$7,268
Benefits at 33%	\$31,350
Total Program Staff	\$133,618
Program Costs	
Curriculum Materials- 500 STAR-Math Assessment Licenses	\$3,500
Pre-employment Screening	\$1,500
Program Supplies	\$4,000
Technology	\$3,000
Furniture	\$6,800
Total Program Cost	\$18,800
total=	\$599,713
<i>Indirect costs at 9%</i>	<i>\$53,974</i>
Total Program Cost	\$653,687
Blueprint AmeriCorps Contribution	-\$50,000
Total Cost to OUSD	\$603,687

B. Cost Per Student and Cost Per Tutoring Hour

The projected cost per student is calculated as *Total Cost to OUSD / # of Students Served*

$\$603,687 / 500 \text{ students} = \mathbf{\$1,207 \text{ per student}}$ for SY 2024-25.

Cost per tutoring hour depends upon the length of each class period which can vary from school to school.

Tutoring Hourly Rate for One Hour Class Periods

There are 180 student contact days in the OUSD 2024-25 school year.

1 hour per day of tutoring support = 180 hours of Blueprint Math Tutoring for each student in SY2024-25

500 students * 180 hours of tutoring support per student = 90,000 total hours of tutoring support

\$603,687 (total cost to OUSD) / 90,000 hours of tutoring = **\$6.71 per student per hour of tutoring**

Tutoring Hourly Rate for 45-Minute Class Periods

500 students * 180 days * .75 hours of tutoring support per day = 67,500 total hours of tutoring support

\$603,687 (total cost to OUSD) / 67,500 hours of tutoring = **\$8.94 per student per hour of tutoring**

C. Additional Costs and Services

This year, Blueprint employed a full-time Fellow-at-Large to support the OUSD Math Fellows Program. This Fellow is not assigned to a specific school. They are able to maintain instructional continuity in a number of ways. They cover classes when Fellows are absent. They immediately fill-in for vacancies if/when a Fellow leaves unexpectedly during the school year. If no Fellows are absent on a given day, the Fellow-at-Large is assigned to a campus that would benefit from having an additional tutor on site to support students and potentially lower group sizes or work with a student one-on-one. A recommended additional cost to the overall program is to add one Math Fellow-at-Large for every 10 assigned Math Fellows. Based on economies of scale, the cost for one additional full-time AmeriCorps Math Fellow-at-Large is \$48,000. This would cover all costs associated with the AmeriCorps living stipend, payroll tax, benefits, and additional program costs for technology and pre-employment screening.

D. Blueprint Math Fellows Program Comprehensive Cost Proposal for the 2025-2026; 2026-2027; 2027-28 and 2028-2029 school years

Blueprint's cost proposal for the 2025-2026; 2026-2027; 2027-28 and 2028-2029 school years is based on the following assumptions:

- Salaries, benefits and program supply line items increase 3 percent each year. All other costs remain constant.
- FY 25 will mark Blueprint's 10th year of being awarded an AmeriCorps National Direct Grant. The following 4-year cost proposal assumes that Blueprint will continue to receive funding from AmeriCorps and provide \$50,000 in cost reductions per year.
- The replacement of 5 Chromebooks over the course of four years is added to the SY 2027-28 budget.

	SY 2025-26	SY 2026-27	SY 2027-28	SY 2028-29
Fellow Costs				
Math Fellows Stipends	\$347,100	\$364,713	\$382,854	\$401,540
Sub total=	\$347,100	\$364,713	\$382,854	\$401,540
Payroll Taxes @7.65%	\$26,553	\$27,901	\$29,288	\$30,718
Fellow Benefits @ 25%	\$86,775	\$91,178	\$95,714	\$100,385
Fellow Cost	\$460,428	\$483,792	\$507,856	\$532,643
Program Staff				
Site Manager	\$97,850	\$100,786	\$103,809	\$106,923
Sub total=	\$97,850	\$100,786	\$103,809	\$106,923
Payroll Taxes @7.65%	\$7,486	\$7,710	\$7,941	\$8,180
Benefits at 33%	\$32,291	\$33,259	\$34,257	\$35,285
Total Program Staff	\$137,626	\$141,755	\$146,007	\$150,388
Program Costs				
Curriculum Materials-ALEKS/STAR Licenses	\$3,500	\$3,500	\$3,500	\$3,500
Pre Employment Screening	\$1,200	\$1,200	\$1,200	\$1,200
Program Supplies	\$4,120	\$4,244	\$4,371	\$4,502
Technology			\$1,800	
Furniture				
Total Program Cost	\$8,820	\$8,944	\$10,871	\$9,202
total=	\$606,874	\$634,490	\$664,735	\$692,233
<i>Indirect costs at 9%</i>	<i>\$54,619</i>	<i>\$57,104</i>	<i>\$59,826</i>	<i>\$62,301</i>
Sub TOTAL	\$661,493	\$691,594	\$724,561	\$754,533
Blueprint Americorps Contribution	-\$50,000	-\$50,000	-\$50,000	-\$50,000
Total Cost to OUSD	\$611,493	\$641,594	\$674,561	\$704,533

TOTAL Cost for 5 Years of Implementation SY2024-25 through SY 2028-29 = \$3,235,868

5. Experience, Qualifications and References

Blueprint History and Overview

Blueprint Schools Network is a nonprofit organization founded in 2010. Our mission is to promote educational equity and improve life outcomes for students. That mission has been consistent for our entire 14-year history. Blueprint was founded by its current Executive Director, Matt Spengler, who arrived in Oakland almost 25 years ago as an Intern for Superintendent Dennis Chaconas as part of the Harvard University Graduate School of Education's Urban Superintendents Program. At the conclusion of the six-month internship, Matt founded and was principal of MetWest High School as part of the OUSD Small Autonomous Schools initiative. After ten years as an Oakland resident and working with the OUSD community, Matt returned to his home state of Massachusetts and joined the Education Innovation Lab (EdLabs) at Harvard University to connect research and practice with a clear focus on determining best practices to close opportunity gaps for students across the country.

In 2009, EdLabs conducted a large-scale research study of 35 charter schools in New York City to determine which strategic practices were making the greatest impact on student learning. This study yielded five core practices that high achieving schools were using to close gaps and change life outcomes. Of those five practices, high dosage tutoring had the highest effect size. An excerpt from that study is quoted below.

We find that traditionally collected input measures -- class size, per pupil expenditure, the fraction of teachers with no certification, and the fraction of teachers with an advanced degree -- are not correlated with school effectiveness. In stark contrast, we show that an index of five policies suggested by over forty years of qualitative research -- frequent teacher feedback, the use of data to guide instruction, high-dosage tutoring, increased instructional time, and high expectations -- explains approximately 50 percent of the variation in school effectiveness. Excerpt from Getting Beneath the Veil of Effective Schools: Evidence from New York City. (Dobbie, Fryer 2011).

In 2010, EdLabs partnered with the Houston Independent School District (HISD) to run a \$20M field study (The Apollo 20 program) to test the impact of implementing the five school improvement strategies from the New York City study in a large urban school district. Other school districts across the country became aware of what was happening in Houston and asked for similar support for their chronically underperforming schools. To address this need, Matt spun off from EdLabs and founded Blueprint Schools Network as a whole school improvement nonprofit organization with ties to EdLabs as the research entity to support and research those initiatives. In many ways, Blueprint was born from high quality education research informing practice which continues to be part of our operating DNA to this day.

In December, 2010 Blueprint received its 501c 3 status and supported the large-scale Apollo 20 school turnaround project in HISD in 2010-11. Blueprint then launched and led a similar, multi-million dollar, 5-year school turnaround initiative in Denver Public Schools (DPS) called the Denver Summit School Network for the 2011-12 year. For the DPS project, Blueprint created the Blueprint Math Fellows program as part of a larger whole school turnaround effort in Denver's Far Northeast community. We hired 75 full-time Math Fellows to provide daily, small group, in-school tutoring to every 4th, 6th and 9th grade student in our partner schools. Sarah Kirker, our current Math Fellows National Director who leads our Math Fellows programs in Oakland and across the country, was one of the founding Blueprint Math Fellows at McGlone Elementary School in DPS in 2010 and has been with Blueprint ever since.

After our first year of the turnaround effort, Colorado State Assessment results in 2012 for the Denver Summit Schools Network were dramatic, especially for math performance. Of the six schools that hosted Blueprint Math Fellows, all six ranked in the top 11% for math growth (Median Growth Percentile) for all schools in Colorado. Green Valley and McGlone elementary schools ranked #3 and #9 respectively out of 992 elementary schools across the state. Our two middle schools ranked #20 and #64 out of 501 middle schools in Colorado. Our two high school partners ranked #5 and #26 out of 336 high schools. These network-wide results were representative of a successful, system-wide implementation of research-based best practices rather than simply hiring a superstar principal or having a single school outlier. These outcomes also placed the Blueprint Math Fellows Program on the map so to speak and we began implementing the BMFP as an independent initiative for districts who did not want or need a comprehensive school improvement approach.

This year, the Math Fellows program is serving 2097 students every school day at 25 schools across 10 LEAs in four states and the District of Columbia. We employ 68 full-time tutors (Blueprint Math Fellows). We are proud to report that approximately 1 in 4 of our tutors become full time teachers after exiting Blueprint, often in the schools where they served as tutors. Our program has proven to increase math achievement among participants at a rate higher than peers not enrolled in the program. Blueprint has consistently increased math achievement over the course of our eight years of partnership with OUSD. An expanded partnership between Blueprint and OUSD would allow us to build upon the impact over the last eight years and assist the district with meeting its student achievement goals, including the measurable outcome of: > 90% of students involved in the program will demonstrate math proficiency progress at higher levels than their peers not involved in the program, as measured by iReady math and/or SBAC.

Here is where we currently serve students with our Math Fellows program and how long we have partnered with each school district or charter school LEA:

1. **Oakland Unified School District**, Oakland, CA: 8 middle schools. 8th year.
2. **Summit Public Schools**, Richmond, CA: 1 middle School. First year.
3. **Adams County School District 14**, Commerce City, CO: 2 elementary schools, 2 middle schools. 4th year.
4. **Pueblo School District 60**, Pueblo, CO: 1 middle school. First year.
5. **East Saint Louis School District 189**, East Saint Louis, IL: 2 middle schools, 1 high school. 9th year.
6. **LEAD Public Schools**, Nashville, TN: 2 middle schools, 1 high school. 2nd year.
7. **District of Columbia Public Schools**, Washington DC; 1 elementary school, 1 middle school. 2nd year.
8. **Statesman College Preparatory Academy for Boys**, Washington DC: Elementary and middle school students. 2nd year.
9. **DC Preparatory Academy**, Washington DC: 1 middle school. 3rd year.
10. **Perry Street Preparatory Academy**, Washington DC: Elementary and middle school students. 3rd year.

We have also run Blueprint Math Fellows Programs for multi-year partnerships in San Francisco Unified School District (CA), Pittsburg Unified School District (CA), Saint Louis Public Schools (IL), Denver Public Schools (CO), KIPP Nashville (TN), Boston Public Schools (MA); and

Holyoke Public Schools (MA).

Regarding three similar projects related to this RFP that Blueprint has led, the most obvious one to highlight would be our current eight-year partnership with the Oakland Unified School District. In 2016, OUSD Superintendent Antwan Wilson reached out to Blueprint for math tutoring support for OUSD middle schools. OUSD state assessment results at the time demonstrated a significant drop in math proficiency between 5th and 6th grade with a continuing downward slope through eighth grade. Enrollment figures also showed that students were leaving the district after elementary school and returning to the district to enroll in high school. Thus, Superintendent Wilson, who was familiar with Blueprint's track record from his work in Denver Public Schools, asked Blueprint to launch in Oakland which we did in 2016. During our inaugural year, 11 Math Fellows served 230 6th and 7th grade students at Bret Harte, UFSA, Frick, WOMS and Roots.

At the time, OUSD was using the Scholastic Math Inventory (SMI) as an interim math assessment and the OUSD goal for the Math Fellows program was to have tutorial students achieve an accelerated growth rate as compared to students not receiving the intervention at the same grade. The following results are taken from a Blueprint Program Report that was submitted to OUSD leadership in July 2017.

- Throughout the 2016-17 school year, 230 6th and 7th grade students were rostered to the Math Fellows Program across five schools. Of these, 162 students have both beginning and end of year SMI data points. In this report, annual growth data calculations include students who have both a beginning of year (September or October) and an end of year (May or June) SMI assessment score.
- Oakland 6th and 7th grade students enrolled for partial or full year in the Math Fellows Program outperformed 6th and 7th grade students in the same schools not enrolled in the Program. Across the five program schools, the median quantile growth for tutored students was 145 quantiles compared to 55 quantiles for non-tutored students (similarly, average of 136.5 quantiles compared to 55.4 quantiles)
- The Math Fellows Program increased the number of students scoring grade-level ready and above. For 162 students tested in September or October and again in May or June, the number of students scoring grade level ready or above increased from 10 students to 24 students. Overall, this is a nine percentage point increase in proficiency.
- Bret Harte, Frick, and UFSA also decreased the percentage of students scoring in the lowest two categories of the assessment (2 or more years below grade level).
- Although the percentage of students in the lowest proficiency category (3 or more years from grade-level ready) did not decrease, the median growth for these students was 155 quantiles. Remaining in the lowest category despite accelerated growth indicates that this group of students may have begun the year so far behind grade level proficiency that they were not able to catch up in only one year of intervention.
- The program has also had a lasting impact on Fellows, as 3 of 11 Fellows from the 2016-17 school year are entering the teaching pipeline for the upcoming year.

Additional OUSD results for subsequent years have been included in Section 3 of this proposal and will not be repeated here.

During Blueprint's partnership with OUSD, United for Success Academy and West Oakland Middle School have hosted Blueprint Math Fellows for all eight years. As indicated earlier, we also currently serve: Bret Harte Middle School, Elmhurst United Middle School, Roosevelt Middle School, Urban Promise Academy, and Westlake Middle School. We are excited about the opportunity to have the Blueprint Fellows Program become a common learning experience for all students in OUSD as part of their middle school years.

A third region where we have launched a Math Fellows program similar to what is expected in this RFP is for the Washington DC Metro Region. In 2021, Blueprint received a \$1.6M three-year High Impact Tutoring (HIT) grant from the Office of the State Superintendent of Education (OSSE) in Washington DC. This funding enabled Blueprint to implement the Math Fellows program in a cohort of five charter and District of Columbia Public Schools. During the 2021 school year we served middle school students exclusively but have since expanded to serving elementary and high schools in the region. We are proud to share that to date, 9 of 25 Blueprint Math Fellows have become full time teachers and 2 have become Special Education Assistants in DC Metro. Results for the 1,500 students participating in the Math Fellows program over the past three years are available upon request.

For the purposes of this RFP, we have highlighted our high impact tutoring projects with the Oakland Unified School District, Denver Public Schools and Washington DC Metro Area. These three multi-year programs cover the entire lifespan of Blueprint and align with the names of individuals who are familiar with our work and who can be contacted directly.

Oakland Unified School District

Clifford Hong
Network Superintendent Middle Schools
Email: clifford.hong@ousd.org

Denver Public Schools

Mary Seawell, Founder and CEO Lyra Colorado
Email: mary@lyracolorado.org

Mary was the President of the Denver Public Schools Board of Education during Blueprint's work with Denver Public Schools. As Vice President of Education for the Gates Family Foundation in Denver, Mary oversaw our grant with the Foundation to lead a District-wide School Improvement initiative for Lake County Public Schools in Leadville, CO.

Washington DC Metro Area

Cat Perreti, Executive Director of CityBridge
Email: cperretti@citybridge.org

Cat's organization, CityBridge, provided the initial seed funding to help bring Blueprint to the DC Metro Area before we received the \$1.6M multi-year grant from OSSE. Cat has been a champion for Blueprint's growth in the region and has personally visited almost all of our local Math Fellows Programs in the Region.

If the review committee would like to contact representatives from any of our Math Fellow Partnerships over the last 14 years we would be happy to connect you with additional people who can speak to the quality of our partnerships and the impact we have made with students and the community.

Additional Areas of Expertise for Potential District Benefit

As a nonprofit organization, Blueprint has an obligation to help support all of our district partners to offset the full costs of implementing the Math Fellows Program. Blueprint has leveraged its expertise and resources in fundraising on behalf of OUSD. We received a \$600K grant from the GreenLight Fund Bay Area to support additional startup leadership staffing and support for the OUSD Blueprint Math Fellows Program during its first three years. We also are an AmeriCorps National Direct grantee and annually steer \$50K to \$100K of those resources to offset Blueprint management costs for OUSD. If selected to be the tutoring provider for this initiative, we expect to continue to leverage our AmeriCorps funding for the OUSD program and have our Oakland-based Director of Development and Engagement seek additional funding for this initiative to increase impact or provide additional support for the program.

Because Blueprint works with schools across the country, we have developed a strong working knowledge for a wide range of curricula, online math programs and interim assessments for which we integrate with the Math Fellows Program based on district needs. Regarding OUSD, we have multi-district experience with Illustrative Math and iReady Math. In Pueblo, CO for example, Blueprint students at Risley International Academy Middle School use iReady in conjunction with their Blueprint remote math tutors. We are familiar with the advantages and limitations of that program as an online math intervention support as well as how to use assessment results to inform instruction.

Finally, in other districts, our Site Managers have provided professional development sessions on Number Talks for District math teachers and our Blueprint Math Labs are often visited by principal and teacher teams as demonstration sites for how to structure and lead effective small group differentiated math instruction. We have worked with hundreds of different school master calendars and often collaborate and consult with our school partners about how to restructure schedules to maximize instructional time and fully leverage the investment in bringing Math Fellows on board to serve students. Many of the activities mentioned here have also been taking place within OUSD. We aim to deepen this mutually-beneficial partnership and learning experience alongside OUSD staff for years to come and build upon an almost decade-long base of institutional knowledge, trust and partnership which has been essential for realizing the gap-closing gains that Oakland students have achieved over the years. We are humbled by the depth of support and synchronicity we have received from OUSD staff and are energized about what the next five years can bring for students and the Oakland community.

Staffing:

As stated earlier, Blueprint's core team is deeply committed to a successful partnership with OUSD and to alleviating systemic barriers to ensure every student has equal access to a quality math education. Key personnel working with OUSD include (resumes in separate attachment):

Mathew Spenger, Founder and Executive Director leads the semi-annual oversight evaluation visits and provides strategic vision and leadership of Blueprint Schools Network. Matt is the primary contact for work with OUSD along with Sarah Kirker, Blueprint Math Fellows National

Director and Freda Statom, Director of Development and Engagement.

Lori Kipnis, Director of Human Capital Strategy, leads the Human Capital team and Fellow recruitment systems and strategy. Collectively, they recruit top talent and ensure Blueprint is fully staffed.

Freda Statom, Director of Development and Engagement leads partnership engagement opportunities, communications and shepherds resource generation strategies for the organization. Freda is a contact for partnership and resource generation for the OUSD partnership

Ted Trevens, Director of Finance, oversees the financial management and strategic business plan for Blueprint Schools Network.

Todd Fishburn, Director of Innovation and Impact, leads data analysis and data-driven decision making strategies for the Math Fellows program.

Sarah Kirker, Blueprint Math Fellows National Program Director facilitates many of the formal site visits and is ultimately responsible for ensuring that the program model is being implemented consistently and with high quality across the District. Sarah is the primary contact for day to day work with OUSD along with Matthew Spengler, Founder and Executive Director.

Stephen Lewis, Data Coordinator, will work with OUSD on securing data sharing agreements. He assists with perception survey administration, STAR-Math Assessment Administration and comprehensive data analysis.

Ali Lafferty, Blueprint Site Manager for OUSD, provides day-to-day program management and implementation oversight.

Matthew J. Spengler

Tel: 617.955.6682

E-mail: mspengler@blueprintschools.org

WORK EXPERIENCE

Blueprint Schools Network

Newton, MA

Founding Executive Director. 2011 – Present. *Blueprint Schools Network is a national nonprofit organization dedicated to working directly with school districts to close the achievement gap in their lowest-performing schools. Coordinate with district leadership on Blueprint strategy and oversee the academic components of its implementation in districts. Work with Board of Directors and leadership team to develop and implement a strategic plan and program model. Execute school turnaround and Math Fellows Program agreements and partnerships with organizations including Oakland Unified School District, Massachusetts Department of Elementary and Secondary Education, Boston Public Schools, Houston Independent School District (HISD), Denver Public Schools (DPS) and Salem Public Schools. Manage national team to deliver program and services to impact more than 100 schools in partner districts.*

The Education Innovation Lab at Harvard University (EdLabs)

Cambridge, MA

Program Director. 2009 – 2011. *EdLabs is a research and development laboratory devoted to closing the achievement gap. Manage EdLabs' research and development pipeline, developing operational and funding plans to take innovative ideas and turn them into implementable programs, working closely with district, non-district and philanthropic partners.*

Lighthouse Academies, Inc.

Framingham, MA

Chief Academic Officer. 2008 – 2009. *Lighthouse Academies (LHA) is a nonprofit organization that operates ten public charter schools in New York, Washington DC, Illinois, Ohio and Indiana. Develop and implement the LHA K-12 education program. Evaluate the teaching and learning processes at LHA schools. Oversee qualitative and quantitative research and the use of student achievement data to assess the need for changes in the curriculum and instructional programs. Manage the Directors of Curriculum, Assessment and Professional Development. Lead the vision and implementation of LHA's high school model.*

The Big Picture Company

Providence, RI

National Director of New School Development. 2006 –2008. *Recruited and partnered with superintendents and charter school leaders to create new elementary, middle and high schools based on The Big Picture Company's innovative design. Coordinated the development and 2007 opening of four new Big Picture Schools in Nashville, Tennessee and Saint Louis, Missouri. Collaborated with central office administration to select and train principals and teaching staff, develop facility plan, budget, and student recruitment strategy.*

Bay Area Coalition of Equitable Schools

Oakland, CA

Leadership & School Coach. 2006. *Contracted by BayCES to coach and support principals opening new schools in the Oakland Unified School District.*

MetWest High School

Oakland, CA

Founding Principal. 2001- 2006. *MetWest High School is an innovative small autonomous school in the Oakland Unified School District. Students attend internships two days each week and spend the other three days completing academic study on campus and at Laney Community College. MetWest is part of the Big Picture Company's national network of schools and is supported, in part, by the Bill & Melinda Gates Foundation.*

- Facilitated a design team of parents, teachers, community leaders and students for one year before opening the school.
- Founded MWHS in 2002.
- Supervised & evaluated 10 full-time and 12 part-time teachers and staff members
- Responsible for all aspects of school management and leadership including academic program design, budget, hiring, state compliance & testing, strategic planning, and professional development.
- MetWest Highlights:
 - 100 percent of graduating seniors accepted to four-year colleges & universities.
 - Highest pass rate (out of 24 OUSD high schools) for seniors and 10th graders on the combined English and Math sections of the California High School Exit Exam (CAHSEE).
 - Featured in the San Francisco Chronicle, Edutopia Magazine, KQED Radio in San Francisco, and a 7-minute video documentary by the George Lucas Educational Foundation.
 - Awarded "Most Innovative School" in the Big Picture Network 2006.

Oakland Unified School District

Oakland, CA

Consultant. 2001. Wrote, coordinated and implemented two State Grants for OUSD: Advanced Placement Challenge Grant and College Preparation Partnership Program (CPPP) Grant. Coordinated relocation and redesign of Dewey High School.

Executive Intern to the Superintendent. 2000- 2001. The six-month internship with Dennis Chaconas, Superintendent of OUSD, is a component of the Urban Superintendents Program at the Harvard University Graduate School of Education. Selected projects and activities: analysis of district alternative education programs, coordinate relocation and redesign of Dewey High School, member of Strategic Planning team.

Thomas Jefferson High School

Los Angeles, CA

Jefferson High School is a year-round, multi track high school in South Central Los Angeles.

English Teacher. 1994 - 1999. Course schedule included: Advanced Placement English Literature, Literary Analysis and Honors English 9. Faculty member of the Humanitas program using thematic interdisciplinary teaching strategies.

Early College Academy (ECA) Coordinator. *ECA is a college preparatory program designed to inspire and prepare inner city youths for the challenges of college life.* Managed 35 faculty and 450 students who form the honors and advanced Placement (AP) core of Jefferson High School. Coordinated strategic planning process to set annual goals and objectives for student achievement. Recruited and selected teachers to lead AP and honors classes. Collaborated with Principal and Head Counselor to design master schedule. Organized and led parent education seminars regarding college requirements and application processes. Facilitated weekly student leadership meetings to develop fundraising strategies and community service projects.

School Site Leadership Committee Member. 1994 - 1998. Elected by faculty peers to the policy-making body in Jefferson's school based management organizational structure. Served two consecutive two-year terms

The Princeton Review Company

Westwood, CA

Site Director for the Scholastic Assessment Test Preparation program. 1992 - 1994. Managed teachers and students at Princeton Review sites across Los Angeles.

Los Angeles Educational Partnership (now called the Urban Education Partnership)

Los Angeles, CA

LAEP is an independent non-profit organization that mobilizes public and private sector resources to reform education in Los Angeles.

Program Coordinator of Industry Initiatives in Science and Math Education (IISME). 1990 - 1992. Recruited companies and universities to hire high school science and math teachers for six-week paid internships. Developed recruiting strategy, presentation materials, program information and methods of evaluation. Brokered matches between business liaison and teacher applicants. Collaborated with Los Angeles Unified School District Administrators to design curriculum development workshop series for Teacher Fellows. Disseminated program by presenting at local and national conventions. Managed \$140,000 budget.

Program Coordinator of Target Science. 1990 - 1992. Facilitated meeting between K-12 science teachers to initiate strategic improvements in science education at elementary schools.

EDUCATION**Harvard University**

Cambridge, MA

June 1989. AB Degree Cum Laude in General Studies with a concentration in American Government.

Harvard University Graduate School of Education

Cambridge, MA

June 2000 M.Ed. degree in Administration, Planning, and Social Policy as a member of the Urban Superintendents Program.

SARAH KIRKER

4466 View Pl • Oakland, CA 94611 • (707) 290-5261 • snkirker@gmail.com

EDUCATION

Colby College, Waterville, ME

Bachelor of Arts, May 2011

Major: Mathematics

Honors: Presidential Scholar (2007-2011), Dana Scholar, Dean's List, Graduated Magna Cum Laude

Universitat de Pompeu Fabra, Barcelona, Spain

August 2009 - May 2010

JOB EXPERIENCE

Math Fellows Program Director Blueprint Schools Network

July 2019 - Present

- Directly supervise Blueprint Math Fellows programs in the Bay Area, Colorado and Nashville
- Coach, supervise, train, and evaluate Blueprint Site Managers across 7 school districts and charter school networks
- Lead national team professional development sessions for Blueprint employees across regions
- Serve on the Blueprint Leadership Team to support organization wide initiatives

Site Manager, Bay Area Blueprint Schools Network

July 2016 - July 2019

- Collaborate with administration, teachers, and other school stakeholders
- Lead data analysis and action planning
- Coach, supervise, train, and evaluate 10 AmeriCorps Fellows across 4 school sites
- Lead school team professional development sessions as well as regional professional development

Regional Program Coordinator, Denver Blueprint Schools Network

September 2015 - July 2016

- Coordinate Blueprint Site Visits for 71 schools in Denver Public Schools
- Managing the budgets and expenses for Blueprint employees in Denver
- Work on creating and evaluating systems and processes for the national Blueprint Schools Network programs
- Curating and organizing the internal Blueprint Resource Database

Executive Secretary, Denver Public Schools, Debbie Backus

June 2014 - September 2015

- Manage the Denver Summit Schools Network Office which included calendar responsibilities, organization of network meetings, travel booking and other logistical duties
- Worked with human resources department to hire school and network staff
- Completed payroll for network leadership team in Lawson
- Collected and organized network data for district presentations and other stakeholders

Program Associate, Blueprint Schools Network, Debbie Backus

December 2013 - September 2015

- Organized site visits for Blueprint Schools Network consultants in 15 schools around the district
- Collected and organized data for various stakeholders
- Assisted with training for Math Fellows and Coordinators
- Worked as liaison between Blueprint and district partners

Blueprint Math Fellow, Denver Public Schools, Kimberly Broker

July 2011 – December 2013

- Tutored small groups of fourth graders of various levels at McGlone Elementary: an innovation, turnaround, low income public school in Denver in English and Spanish
- Responsible for daily differentiated small group lesson planning as well as weekly and monthly data analysis
- Assisted in various community outreach programs around the neighborhood, including home visits and after-school extracurricular activities
- Took on the role of Lead Fellow helping to mentor and assist other fellows in the program

Coach and Coordinator, Soccer for Success, Sara Shanley September 2012 – December 2013

- Coached and mentored students ages 4-11 on exercise and nutrition
- Scheduled and ran tournaments between schools as well as special community events
- Hired and evaluated coaches
- Responsible for data input and analysis, including fitness data, attendance data, and coaching payroll

PROFESSIONAL SKILLS

- Microsoft office including Word, Excel, PowerPoint, etc.
- Google docs and applications
- Video editing and creating
- Spoken and written Spanish language skills

Freda Statom-Greene

Oakland, CA 94619

619-757-6740; email festatom@gmail.com

Qualifications

- Coalition builder/advocate; ability to build cooperative relationships
- Ability to drive results; strong leadership skills
- Strategic thinking and problem solving skills
- Ability to write decisively and persuasively
- Detail and multi-task oriented: extremely capable under pressure

Professional Experience

Blueprint Schools Network Director of Development and Engagement 03/24 - Present

- Fundraising/Partnership Strategy:
 - Responsible for \$6.5M annually as the primary national strategist and frontline fundraiser
 - Develop strategic partnerships to scale programming across the country
 - Nurture a culture of philanthropy throughout Blueprint Schools Network
- Board Relations:
 - Recruit and train Regional Advisory Council members; maintain alignment between the Regional Boards and the National Board; relationship management
- Communications:
 - Oversee communications strategy to build brand trust
- Regional Leadership
 - Oversee strategy, management and sustainability of programming and market position in the San Francisco Bay Area

YWCA Berkeley/Oakland Executive Director 08/23 - Present

The YWCA Berkeley/Oakland is a national nonprofit dedicated to eliminating racism, empowering women and developing leaders. Responsible for overseeing the administration/management, programs and strategic plan of the organization to include, but not limited to:

- **Board Governance:** Works with the Board of Directors in order to fulfill the organization mission.
- **Financial Performance and Viability:** Develops resources sufficient to ensure the financial health of the organization
- **Organization Mission and Strategy:** Works with board and staff to ensure that the mission is fulfilled through programs, advocacy campaigns, strategic planning and community outreach.
- **Organization Operations:** Oversees and implements appropriate resources and human capital to ensure that the operations of the organization are appropriate. Develops and manages annual budget.

Blueprint Schools Network National Director of Strategic Partnerships and Development/Regional Executive Director, Bay Area 01/18 – 08/23

Blueprint Schools Network is a national nonprofit that promotes educational equity and improves life outcomes for students of color and those experiencing poverty. Responsibilities included:

- Fundraising/Partnership Strategy:
 - Responsible for \$6.5M annually as the primary national strategist and frontline fundraiser
 - Develop strategic partnerships to scale programming across the country
 - Nurture a culture of philanthropy throughout Blueprint Schools Network
- Board Relations:
 - Recruit and train Regional Advisory Council members; maintain alignment between the Regional Boards and the National Board; relationship management
- Communications:
 - Develop communications strategy to build brand trust
- Regional Leadership

- Oversee strategy, management and sustainability of programming and market position in the San Francisco Bay Area

Highlights:

- Increased budget from \$2.5M to \$6.5M
- Exceeded revenue goal by more than 15% for three consecutive fiscal years
- Secured two new Regional Partnerships to scale program impact across the country
- Secured organization's first multi-year donation in the amount of \$1M
- Launched organization's inaugural Regional Advisory Board in the San Francisco Bay Area with goal to launch Advisory Boards in all five regions
- Designed and annually executes a diversified revenue strategy
- Constructed organizational Diversity, Equity and Inclusion Committee

After-School All-Stars Regional Development Director

01/17 – 01/18

After-School All-Stars is the nation's leading provider of free-comprehensive school-based afterschool programs for low-income and underserved youth that keep children safe and help them succeed in school and life.

Responsibilities: This highly visible, external facing role supported Western Chapters (Bay Area, Hawaii, Los Angeles, Las Vegas, and Seattle) within the 19 Chapter network in the following areas:

- Revenue Generation:
 - Led the development, management and implementation of diverse fund development strategies, maintained a portfolio of donors and prospects and personally made solicitations for the Western Chapters; met assigned revenue goals and grow donor base
- Board Relations and support:
 - Identified, developed and built a Regional Advisory Board for the Western Chapters
- Community Relations/Advocacy:
 - Developed and maintained a network of professional relationships with key government, philanthropic, non-profit and other community leaders, including those at senior levels
 - Improve awareness and visibility of the Western Chapters activities internally and externally; represented organization at key conferences and meetings and drive the development of content for internal and external distribution
- Strategy and Planning:
 - Lead the development and execution of regional and local and business plans that aligned with Regional and National goals and objectives

Highlights:

- Increased Advisory Board participation by 100% through training, increased cultivation and engagement; achieved 100% board giving
- Executed a fundraising/corporate challenge event that exceed revenue goal by 50%

The Jefferson Awards Foundation Regional Executive Director

06/14 – 01/17

Founded in 1972 by Jacqueline Kennedy Onassis, Senator Taft and Sam Beard, The Jefferson Awards Foundation is America's gold seal of public service. Its five programs are designed to accelerate and amplify public service.

Responsibilities:

- Developed and managed regional market strategy and served as Senior Regional Leader
- Led and directed team responsible for field operations to ensure delivery of high quality programming while managing for current and future growth
- Effectively collaborated with the Board Resource Development Committee to support and engage the Board of Directors in revenue and constituent growth; built local advisory board
- Responsible for financial stability and development of growth strategies for multiple revenue streams, including grants, corporate support and major gifts
- Led national and local relationships to advance organizational goals to ensure maximum impact

- Served as external ambassador

Highlights:

- Increased Advisory Board participation by 300% through increased cultivation and engagement; achieved 100% board giving
- Developed region's first communications plan focused on cause marketing that served as a National model
- Developed fundraising infrastructure and development plan
- Developed Multi-year strategic plan

The Education Trust—West Chief Development Officer

06/12 – 06/14

The Education Trust—West is the California Chapter of a national education research, policy and advocacy organization.

Responsibilities:

- Developed and executed a comprehensive plan for individual/major gifts fundraising
- Conducted prospect research, stewardship, cultivation and solicitation of philanthropic gifts
- Researched, identified, wrote philanthropic grants and fulfillment reports
- Established organizational-wide fundraising culture and developed the supporting infrastructure for prospecting, cultivating, soliciting and stewarding individual donors and major gifts
- Recruited and trained advisory council members; relationship management

Highlights:

- Developed organization's fundraising systems and infrastructure including first comprehensive plan to identify, cultivate and solicit new individual and institutional support; nurtured organizational-wide development culture
- Developed communications strategy and collateral materials to support fundraising efforts; created a culture of philanthropy within organization
- Launched organization's advisory council

KIPP Adelante Preparatory Academy Director of Development

06/06 – 06/12

KIPP Adelante Preparatory Academy is a non-profit public college preparatory charter school-serving students from under-resourced neighborhoods.

Responsibilities:

- Directed, planned and managed all aspects of the organization's development programs and activities: created annual develop plan, wrote foundation, state and federal grants, solidified corporate partnerships, solicited and cultivated individual giving and major gifts, stewarded donors, solicited in-kind donations and planned special events
- Led community outreach and public relations efforts aligned with desired positioning; relationship management
- Recruited and coached new board trustees, as well as organized, supported, and managed board committees
- Ensured accurate financial reporting and budgets
- Managed strategic planning process with Board of Governors
- Recruited, trained and supervised volunteers
- Maintained comprehensive prospect and donor records

Highlights:

- Successfully generated 146% increase in individual giving and partnership growth; 75% increase foundation support
- Cultivated Board of Directors development resulting in 100% board giving
- Instituted organization's first multi-year development plan
- Developed organization's first annual report, quarterly e-newsletter and annual Holiday Fundraiser

California Center for the Arts, Escondido Assistant Director of Development

7/04 – 6/06

The California Center for the Arts is the largest multidisciplinary art center in North San Diego County.

Responsibilities:

- Co-responsible for \$1.2 million annual fundraising goal
- Implemented targeted fundraising strategies to include: individual giving, membership campaigns, business partnerships and foundation relations
- Developed grant proposals and marketing materials such as annual report, quarterly newsletter and brochures
- Lead staff of 3 as well as volunteers in achieving various departmental goals
- Developed and managed organizational annual fund goal and departmental budgets
- Managed high level sponsorship negotiations, donor and foundation relationships
- Created programs and events to ensure all department goals were exceeded

Highlights:

- Exceeded foundation support goals
- Awarded \$100,000 grant from San Diego County two consecutive years
- Acquired private donor support to underwrite museum's first art commission in ten years
- Revitalized membership through cultivation events such as organization's first membership drive, monthly luncheons and wine dinners

United Way of San Diego County Loaned Executive

8/02 – 1/03

The United Way is a local, volunteer-driven organization that addresses health and human service needs.

Responsibilities:

- Coordinated annual workplace giving campaign in over 100 companies in San Diego County
- Established relationship with employee coordinator, maintained relationship throughout campaign
- Spoke to employee groups that ranged in size from 0 to over 1,000 and from entry level workers to senior level decision makers
- Ensured company campaign goals were met and exceeded

Highlights:

- Exceeded overall campaign goals despite less affluent border region territory
- Campaign raised a record \$24.7 million dollars

The AVID Center Communications Manager

01/00 – 03/02

The AVID Center is a non-profit educational organization and the national headquarters for the college preparatory AVID program.

Responsibilities:

- Managed the development and implementation of the communications and fundraising programs
- Developed and managed departmental budgets
- Cultivated and solicited corporate sponsors, major gifts and in-kind donations; wrote grant proposals
- Managed special events, media relations and logistics; developed cause-related outreach strategies, publicity and marketing materials (newsletter, annual report, brochures and direct mail campaigns)
- Supervised volunteers

Highlights

- Generated national press including a news feature on 60 Minutes II
- Wrote nomination resulting in the Executive Director receiving the 2001 Harold W. McGraw Prize in Education
- Organized nationwide AVID Alumni network and database

Education/Affiliations

University of California, Berkeley (Interdisciplinary Studies)

Mediation Training, the National Center for Conflict Resolution

Certificate in Fundraising Management, Indiana University Center on Philanthropy

Leader Spring Center Women of Color LeadStrong Fellow 2022

Colette Murray Fellow Association Fundraising Professionals

Chamberlain Scholar, Association of Fundraising Professionals
Alpha Kappa Alpha Sorority, Incorporated
The Hidden Genius Project, Advisory Board
The Black Female Project, Advisory Board

Lori A. Kipnis, SPHR, SHRM-SCP

◆ E-mail: lakipnis@blueprintschools.org

Core Strengths

- ◆ Consistent performance of increasing HR visibility and enhancing vital organizational change while maintaining organizational culture and core principles.
- ◆ Develop and enhance talent management systems and initiatives grounded in equity.
- ◆ Attract and retain top talent across multiple levels (associates to executives) by increasing diversity recruiting efforts, establishing partnerships with universities, and implementing career ladder frameworks.
- ◆ Assess and prioritize organizational, administrative, technological needs; implement HR systems to improve accuracy, streamline processes, and maximize productivity.

Certifications & Honors

Senior Professional in Human Resources (SPHR) certification ~ SHRM Certified Senior Professional (SHRM-SCP) ~ National Member, Society of Human Resource Management (SHRM) ~ Selected to serve on Nonprofit HR's Diversity, Equity and Inclusion Advisory Team ~ Selected to serve on the CORI Reform Task Force on Employer Screening Guidelines by the Boston Foundation and the Boston Mayor's Office ~ Speaker on Strategic HR and Inclusive Employer Branding topics ~ Graduate of GAIN: Growing Associates in Naples, a leadership program with the Greater Naples Chamber of Commerce ~ Completed American Bar Association training program in employment law

PROFESSIONAL EXPERIENCE

Director of Human Capital Strategy ♦ Blueprint Schools Network, 2022-present; 2013-2017 (Director of Human Capital), Remote
Responsible for building the HR function within a national-level, non-profit organization operating in multiple regions. Responsible for developing human resources strategies, systems, policies and procedures related to performance management, on-boarding, compensation, employee relations, recruitment and retention. Responsible for building a pipeline of outstanding talent to ensure that the organization has the human capital necessary to achieve ambitious goals as it grows to scale.

Selected Accomplishments

- ◆ Serve as a member of the Leadership Team and provide on-going HR advisory and counsel to senior staff
- ◆ Oversee the recruitment and selection of Fellows nationwide to accelerate student achievement
- ◆ Oversee the development of a broad recruiting strategy to attract diverse, highly qualified candidates

Nonprofit HR, 2017-2022, Remote

Managing Director, Strategy & Advisory, 2020 – 2022

Promoted to role of Managing Director to build the HR Strategy & Advisory practice. Provide strategic and operational leadership to include strategy development, financial management, business development, proposal development, strategic HR guidance to clients, and ensuring accurate scope of work and pricing. Support continual learning and development of staff, team management, quality assurance of deliverables, thought partnership with clients and internal team members, and portfolio management. Serve as a member of Nonprofit HR's leadership team and practice area subject matter expert. Speaker at relevant conferences and events.

Senior HR Business Partner, 2017-2020

Responsible for providing guidance on HR strategic initiatives to a portfolio of organizations across the country. Projects include but are not limited to: performance management, talent management and workforce planning, career management tracks and core competencies, culture needs assessment and engagement, compliance and audit, and HR effectiveness assessments.

Director of Human Resources ♦ Collier County Public Schools, 2010-2013, Naples, Florida

Responsible for planning, developing, and implementing effective HR programs to support the strategic goals of Collier County Public Schools (a public school system with 7,000 employees). Responsible for goal setting and evaluation of assigned HR team. Work to ensure compliance with School Board policies, State Statutes and Standard Operating Procedures. Oversee the management of volunteer screening, training, orientation, and engagement. Develop and manage budgets for assigned departmental projects.

Selected Accomplishments

- ◆ Enhanced key processes and procedures for Applicant Screening
- ◆ Provide training and mentorship opportunities for new managers
- ◆ Member of Succession Planning Management Committee

Vice President, Director of Human Resources ♦ GMMB, 2008-2010, Washington, D.C.

Oversee and manage all centralized functional areas of human resources for a full-service strategic communications firm focused on issue and advocacy campaigns in D.C., Seattle, London and Los Angeles. Collaborate with senior executive team (Senior Partner, Managing Partner, and CFO) and manage implementation efforts for leadership development, strategic planning, professional development, employee recognition, and benefits/compensation.

Selected Accomplishments

- ♦ Re-engineered performance review process from the associate level to executive level
 - ✓ Consulted with IT to create a SharePoint online program to streamline processes
 - ✓ Attained 100% review completion from managers with archived files submitted to HR
 - ✓ Provided constructive feedback to employees
 - ✓ Conducted annual salary benchmarking and outlined merit-based compensation increases/bonuses
 - ✓ Applied 360 feedback for managerial review; contracted with leadership development trainers to improve leadership and communication gaps among senior managers
- ♦ Negotiated a first-of-its-kind customized health care plan with partner group; influenced corporate-wide benefit review, increasing options in Seattle and Los Angeles offices

Senior Human Resources Administrator ♦ U.S. Senate, Office of the Secretary, 2007-2008, Washington, D.C.

Reviewed and provided recommendations on HR policy and procedures, hiring practices, and performance reviews. Conducted internal employee investigations and provided advisory on employee relations matters.

Selected Accomplishments

- ♦ Clarified personnel policy following review of employee handbook, established consistency and accountability from the staff to managerial level
- ♦ Ensured compliance of FMLA policies by establishing employee counseling programs and program administration

Assistant Vice President, Director of Human Resources ♦ Boys and Girls Club of Boston, 2004-2007, Boston, MA

Managed tactical and strategic human resources areas for a multi-site non-profit organization. Oversight of policy development related to performance, organizational development, recruiting, benefits and compensation, professional development, and regulatory compliance matters. Key player on a 15-person senior leadership team.

Selected Accomplishments

- ♦ Contracted resources of a compensation consultant to establish a standardized compensation philosophy and pay bands for all positions within the organization
- ♦ Addressed necessary skill building needs in a manner that generated interest and enthusiasm throughout the organization; coordinated and lead a "Professional Development Day," recruiting subject matter experts to address performance gaps and build camaraderie throughout the organization
- ♦ Assisted with strategic planning efforts in coordination with the President/CEO, Executive Vice President of Operations, CFO, Controller, and 63 board members representing Boston's top business leaders
- ♦ Improved recruiting procedures throughout the organization by implementing a requisition system/approval process for new hires, ensuring job descriptions were updated, and adequate funding was available

ADDITIONAL EXPERIENCE

Human Resources Consultant ♦ Gevity HR, 2003-2004 ♦ Florida & Boston, remote support to NYC office

Teacher of Business Management ♦ St. John Neumann High School, 2001-2003, Naples, Florida

Human Resources Generalist ♦ Oak Brook Bank, 1999-2001, Oak Brook, IL

EDUCATION & PROFESSIONAL TRAINING

B.S. Business Administration, John M. Olin School of Business, Washington University, St. Louis, MO Triple Major:

Organization and Human Resource Management, International Business, and Business Management

Earned top honors for academic achievement, selected to speak at the John M. Olin School of Business – Washington University

Commencement Ceremonies, selected to participate in the John M. Olin School of Business London Internship Program.

Harvard Business School, Executive Education, June 2007, Cambridge, MA

Completed Executive Education program highlighting essential aspects of Managing Human Capital: Key Strategic Challenges.

John M. Olin School of Business London Internship Program, London, England

Four-month internship for Coopers & Lybrand (now PricewaterhouseCoopers) conducting a Global HR Benchmarking survey throughout Europe and the UK. Benchmarking topics include IT, change management, training and development, communication, and HR data.

THEODORE TREVENS

691 Massachusetts Ave. • Arlington, MA 02476 •
(617) 731-5656 • email: ted@dsaboston.com

PROFESSIONAL EXPERIENCE

Dynamic Solution Associates

Consulting firm that provides strategic planning, financial management, grantwriting, computer consulting, board development, etc. to nonprofit organizations.

Owner, Consultant 1999-present

Founding partner and consultant in charge of operations, client acquisition and retention and financial management. Developed original strategic planning strategies and methodologies to help organizations achieve their highest potential.

- Develop long and short-term fundraising initiatives.
- Assess and design of financial systems including internal and external reporting.
- Design and present board trainings and orientations.

AIDS Care Project Acupuncture Clinic, Boston, MA

Organization that provides affordable acupuncture and Chinese herbal medicine to people living with HIV/AIDS.

Deputy Director 1998

Business Manager 1996-1998

Directed day to day operations of main acupuncture clinic. Served as staff representative on board finance, personnel, program and planning and strategic planning committees.

- Designed and implemented protocol for expansion of program.
- Implemented systems to efficiently bill insurance companies to collect outstanding debts.
- Redesigned client intake materials to reduce the amount of paperwork and reduce errors.
- Developed board orientation materials.
- Wrote grant and contract applications that resulted in over \$1.2 million worth of revenue over a five-year period.
- Key participant in development and writing of long-term strategic plan.

Interim Executive Director May-June 1997

- Wrote grant applications to state, federal and private funding sources.
- Eased transition between executive directors.
- Served as a liaison to board of directors during time of transition.

The Women's Lunch Place, Boston, MA

A day shelter for homeless and poor women and children.

Business Manager 1995-1996

Responsible for all administrative aspects of local shelter, including accounting, audit and budget preparation, and database management.

- Recommended improvements to organizational structure.
- Catalyst for expansion of fundraising to enable program growth.

MAZON: A Jewish Response to Hunger, Los Angeles, CA

National fundraising/grantmaking organization that supports nonprofit programs confronting hunger.

Operations Manager 1992-1994

Member of senior management team of national nonprofit organization. Responsible for day to day operations of the organization.

- Lowered operating expense as a percentage of overall expenses by over 9% while grants grew from \$1.2 million to \$1.75 million.
- Supervised financial, office systems and support staff, including hiring/evaluation/discharge.
- Implemented and maintained computer systems for accounting.
- Prepared budgets and reports for board of directors (\$2.2 million operating budget).
- Served as a resource on benefit issues.

Grants Manager 1991-1992

- Implemented and maintained computer systems for grants management.
- Monitored compliance of grantees.
- Managed budgetary and program compliance with grant terms.
- Prepared reports for grants committee.

EDUCATION

Carroll School of Management, Boston College, Chestnut Hill, MA

Masters in Business Administration

May 1999 GPA 3.42/4.0

New York University, New York, New York

Bachelor of Fine Arts, 1989 GPA 3.43/4.0

Major in Communications, Minor in English, Recipient of the Chancellor's Service Award and the NYU Intercollegiate Standards Committee Award for Academic Excellence, Collegiate Varsity Athlete-3 letters in track & field.

PUBLICATIONS

1. Deguglielmo, S., Trevens, T., **Audits and Financial Statements Simplified**, Dynamic Solution Associates, 2001.
2. Trevens T., **Generic Board Orientation Packet**, Dynamic Solution Associates, 1998.
3. Trevens, T., Dumas, L., & Ressler, P., **Promoting Nursing Workforce Diversity on an Urban Campus**, *Human Architecture, Journal of the Sociology of Self-Knowledge*, Volume VI Issue 1 Winter 2008.

Results proven leader determined to make a positive difference.

LEADERSHIP TRAITS

Leader | Problem-Solver | Team-Builder | Analytical Thinker | Self-Directed | Highly-Organized | Detail-Oriented | Motivator | Relationship Builder

EDUCATION

WILMINGTON UNIVERSITY, NEW CASTLE, DE.

May

2010

- Doctorate of Education, Innovation & Leadership, 3.77 GPA
- Dissertation title: Mobile Device Reading Interventions in the Kindergarten Classroom
- Graduate Degree Commencement Speaker

WILMINGTON UNIVERSITY, NEW CASTLE, DE

May

2000

- Master of Education, Applied Educational Technology, 3.8 GPA

UNIVERSITY OF DELAWARE, NEWARK, DE

December

1996

- K-12 Students with Special Needs Certification

SLIPPERY ROCK UNIVERSITY, SLIPPERY ROCK, PA.

May 1992

- Bachelor of Arts, Communications – Public Relations
 - 4 Year Varsity Wrestler, Co-Captain
-

PROFESSIONAL EXPERIENCE

BLUEPRINT SCHOOLS NETWORK, BOSTON, MA

Director of Innovation and Impact

2022-Current

- Member of the leadership team
- Supervise and support the East Saint Louis and Washington, DC regions
- Responsible for building and sustaining a data driven decision making culture to close opportunity gaps across regions
- Leader of innovative and emerging trends to influence the landscape in which we work

LAUREL SCHOOL DISTRICT, LAUREL, DE

Assistant Principal, Laurel Middle High School

2021-2022

- High needs middle/high school
- Managed more than 55 staff to evaluate
- Supported school culture improvements for students and staff
- Led Multi-Tiered Systems of Support (MTSS) implementation

BOSTON PUBLIC SCHOOLS, BOSTON, MA

Principal, Paul A. Dever Elementary School (state taken over turnaround school)

2016-2021

- Increased student proficiency in literacy from 22% to 31% and math from 30% to 44%
- Increased attendance rates from previous years by 10%
- Reduced discipline referrals by 35% and suspensions by 30%
- Moved programming for students with emotional impairment to an inclusion model (from restricted setting)
- Instituted an Instructional Leadership Team (ILT) and Language Assessment Team (LAT)
- Restructured the school's Response to Intervention (RtI) model, Student Support Team (SST) model, and PLCs to meet the needs of students
- Used research proven actions and competencies of turnaround to implement turnaround
- Improved staff retention by 45%
- Collaborated with outside agencies to provide supports for struggling students and families

SEAFORD SCHOOL DISTRICT, SEAFORD DELAWARE

Senior Data, Assessment and Accountability Specialist, District Office

2015-2016

- Responsible for district-wide data dissection, aligning resources to meet needs and adjusting instruction
- Accountability specialist – responsible for helping 6 schools make state level achievement targets
- Created a district-wide response to Intervention (RtI) plan to meet the needs of students

Associate Principal, Frederick Douglass Elementary School

2014-2015

- Increased Measures of Academic Progress (MAP) scores to 77% meeting math targets and 66% meeting reading targets
- Reduced suspensions by 10%
- Created a 6 week cycle of Response to Intervention (RtI) to meet student needs

Principal, Seaford Senior High School

2012-20014

- Made 2013 Adequate Yearly Progress (AYP) – 1st time in 10 years
- Instituted 1st Teach For America cohort in the area (5 teachers)
- Had 2nd largest gains in the state for 9th grade reading (DCAS) 2013
- Was a Delaware Leadership Project (DLP) Mentor Principal (2 years)
- Implemented full scale Response to Intervention (RtI) for ALL students ('skinny block' in a block schedule)
- Implemented Positive Behavior Support and reduced suspensions by 12%
- Managed a successful construction addition of more than \$33.5 million
- Increased graduation rates from 86% to 89%
- Attendance rates increased from 86% to 89%
- Implemented the International Baccalaureate Program
- Increased average SAT scores 78 points

Principal, West Seaford Elementary School

2010-2012

- Made 2011 and 2012 Adequate Yearly Progress (AYP) Targets
- Reduced referrals by 18%
- Instituted early intervention program (pre-K)
- Established Instructional Leadership Team (ILT)
- Implemented Learning Walks, PLCs, and Response to Intervention (RtI)

Associate Principal, West Seaford and Blades Elementary Schools

2008-2010

- Responsible for Positive Behavior Support – reduced referrals by 20%
- Developed extended day and Response to Intervention (RtI) programs

- Nationally Certified Levels of Teaching Innovation (LoTi) Trainer
- Developed and implemented full scale K-12 professional development plan
- Modeled best practices of technology integration – local, regional, national presenter
- Co-founded the Mid-Atlantic Handheld and Emerging Technology Conference

- Chaired the student achievement team
- Co-taught students with learning disabilities

OTHER EMPLOYMENT

Delaware Leadership Project (DLP) Mentor Principal (2 years) | Adjunct Professor, Wilmington University | Levels of Teaching Innovation (LoTi) National Trainer, National Business Alliance | Mentor Principal, University of Phoenix

OTHER EXPERIENCE & TRAINING

Closing the Achievement Gap, Harvard Graduate School of Education | The Standards Institute | A Framework For Understanding Poverty | Unpacking Cultural Proficiency | Sheltered Instruction Observation Protocol | Common Ground for the Common Core | Sheltered English Immersion | Positive Behavior Supports (PBS) | Adaptive Leadership | Observation & Feedback, Paul Bambrick-Santoyo | The Skillful Teacher | Visible Learning by The Leadership and Learning Center | 90/90/90 Schools Summit | School Improvement By Building Strong Instructional Leadership Teams | International Baccalaureate School Admin. I

REFERENCES

Mike Contompassis, State Receiver (Dever Elementary School), (617) 999-7175 | Matt Spengler, Founder and Executive Director, Blueprint School Network, (617) 955-6682. | Dr. Joseph Berger, Dean of the College of Education and Human Development, University of Massachusetts Boston, (413) 687-2107 | Kelly Hung, Assistant Superintendent, Boston Public Schools, (617) 233-4410 | Dr. Shawn Joseph, Former Superintendent, Nashville Public Schools, (240) 644-4524 | Dr. Al Thompson, Leadership Coach and Consultant, (443) 794-5409 | Nikki Miller, Principal, Cape Henlopen High School, (302) 242-0258

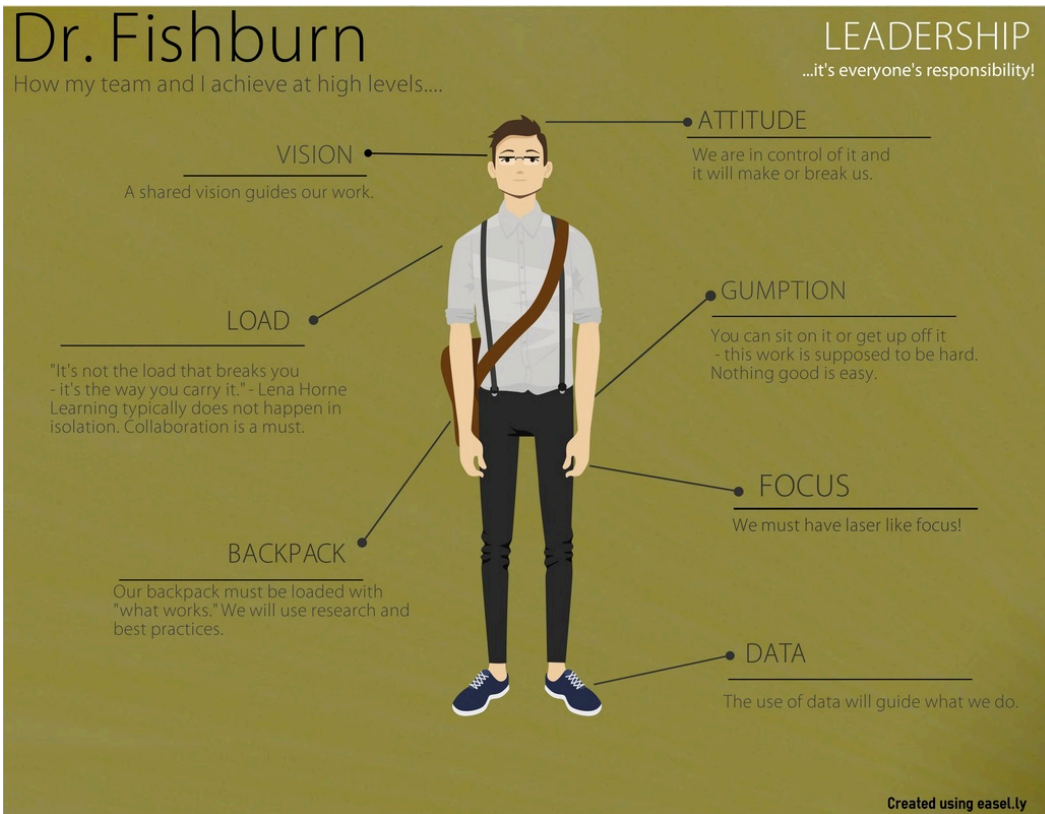
QUOTES FROM REFERENCES

“... I have had the privilege of working, learning, and engaging with numerous principals and school leaders over the years; and Todd Fishburn is right at the top of my list of effective, adaptive, rigorous, thoughtful, compassionate and team-oriented principals.” - Dr. Joseph Berger, Dean of the College of Education & Human Development, UMass Boston

“My sense is that the leap of faith Todd took speaks to his passion for social justice, confidence to take on daunting challenges and his vision to resurrect a school community that could change life opportunities for hundreds of students and families.” - Matt Spengler, Founder and Director of Blueprint School Network

“There is no doubt in my mind that Todd is invested in and advocates for all students, teachers and families in Boston Public Schools and he would be an asset to any leadership team.” - Kelly Hung, School Superintendent, BPS

HOW I GET THE WORK DONE WITH MY TEAM



Stephen Lewis

Data and Operations Coordinator

Stephen Lewis

(636) 293 - 9109

slewis@blueprintschools.org

Skills

Advanced knowledge of Google Sheets and the rest of the G-Suite products, basic knowledge of coding in R and Python

Experience

Blueprint Schools Network / Data and Operations Coordinator

January 2019 - PRESENT, Remote

Develop and manage data tracking systems, analyze and report on program data, develop and administer surveys to students, tutors, and managers, manage external testing platforms

Lashback / Compliance Analyst

July 2018 - December 2018, St. Louis, Missouri

Took part in the highly detail-oriented analysis of contracted marketing emails to ensure legal compliance

Blueprint Schools Network / Math Fellow

August 2017 - May 2018, East St. Louis, Illinois

Managed small group math lessons, participated in professional development around teaching skills like Kagan Structures, and Positive Framing

Education

University of Missouri St. Louis / Master's in Mathematics

January 2017 - May 2018, St. Louis, Missouri

Focused on pure mathematics, specifically Number Theory

University of Missouri St. Louis / Bachelor's in Mathematics

September 2014 - December 2016, St. Louis, Missouri

Minored in Physics, President of Physics Club, Founder and President of Gaming Society

St. Charles Community College / Associates Degree

September 2014 - May 2016, Cottleville, Missouri

Focused on pure mathematics, specifically Number Theory

ALISON LAFFERTY

• 951-296-8089 / alafferty@blueprintschools.org •

EXPERIENCE

Blueprint Schools Network, Oakland, CA

2018-current

Bay Area Site Manager (2021-current)

- Currently manage 15 Math Fellows across 6 Oakland Unified middle schools (United for Success Academy, West Oakland Middle, Westlake Middle, Elmhurst United Middle, Urban Promise Academy, Edna Brewer Middle); Fellows combined instruct approximately 130 OUSD middle school students
- Offer weekly observation, coaching, and lesson planning for all Fellows to facilitate tutorials aligned to Common Core State Standards at grade level
- When appropriate and data-supported, train Fellows on implementing intervention curriculum (*Do the Math Now*, Marilyn Burns) for students in need
- Collect and analyze student performance data (STAR test, student exit tickets, etc) to inform Fellows' lesson planning and development; train Fellows on collecting and acting upon student performance data
- Develop and implement weekly professional development
- Collaborate with OUSD teachers, administrators, and instructional coaches to involve Math Fellows at school site professional development

Bay Area Project Coordinator (2020-21)

- Observed and coach five Oakland Math Fellows in the Pittsburg After School Program weekly; record Fellow growth on coaching trackers
- Developed synchronous and asynchronous trainings for Math Fellows on using online platforms such as ALEKS and Zoom; these trainings were used across multiple regions
- Facilitated development meetings for Math Fellows on topics such as 7th grade math content (biweekly) or lesson planning with ALEKS (monthly), resulting in all After School Fellows successfully planning lessons around multiple ALEKS topics and connecting content areas
- Communicated with schools and parents as appropriate: submitting attendance reports, cold calling parents to enroll their students to new programs, assisting parents with technical challenges students face in getting to class

Lead Math Fellow at Life Academy (2018-2020)

- Taught five small-group 7th and 8th grade math classes, push students toward and past grade-level math competency through data-informed, student-oriented class structures; provide weekly written reports on student progress to advisors
 - Wrote weekly progress reports for students to chart and discuss their growth
 - Mentored first-year Fellows by offering off-site development opportunities
 - Built school site relationships by volunteering in the school site's library, meeting with students' advisors to better support students, and participating in school site grade level team meetings
-

Prisoner Literature Project, Berkeley, CA

2018-current

Coordinator

- Facilitate request-filling sessions, each of which result in over 100 incarcerated people receiving books; this includes quality control to meet various correctional facility standards
- Train new volunteers in selecting appropriate reading materials from library to fulfill requests
- Mentor new books-to-prisoners groups in program management to increase our outreach

Study, Intercultural Training, and Experience (SITE), Mantua, Italy

2017-2018

English Teaching Assistant at two public high schools

- Planned 12 hours of lecture weekly for classes consisting of approximately 20 teenage students, incorporating "American culture" topics such as football or music
- Coordinated with 10 professors at both high schools to increase student participation in lecture, using both small group activities and large class discussions
- Used CLIL pedagogy to develop original lessons on the American Revolution, Modern American Art, and DNA replication processes

EDUCATION

- Bachelor of Arts in English and Italian Studies from UC Berkeley, Highest Distinction, Class of 2017 •

SKILLS

- Fluent in Italian / Skilled with Microsoft and Google platforms •
-

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 Insurance Requirements may be subject to change**

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

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



Signature

Matthew Spengler

Print Name

Executive Director

Title

May 2, 2024

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	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;</i> <i>ATTN-Risk Management;</i> <i>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) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." <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;</i> <i>ATTN-Risk Management;</i> <i>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: 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: Matthew Spengler

Signature: 

Date: May 2, 2024

**Exhibit D: Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

I am aware of and hereby certify that neither Blueprint Schools Network [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 May 2, 2024 [DATE] for the purposes of submission of this bid.

By

Print Name: Matthew Spengler

Signature: 

Date: May 2, 2024

Exhibit E: 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: Matthew Spengler

Signature: 

Title: Executive Director

Company Name: Blueprint Schools Network

Date: May 2, 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 F: 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 Matthew Spengler, *Executive Director* of Blueprint Schools Network, have read the foregoing and agree that Blueprint Schools Network will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: Matthew Spengler

Signature: 

Title: Executive Director

Company Name: Blueprint Schools Network

Date: May 2, 2024

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: Blueprint Schools Network

Date of Entity's Contract with District: July 1, 2024 _____

Scope of Entity's Contract with District: Middle School Math Acceleration/High Dosage Math Tutoring _____

I, Matthew Spengler , am the Executive Director for Blueprint Schools Network ("Entity"), which entered a contract on July 1, 2024, with the District for High Dosage Math Tutoring - Blueprint Math Fellows Program.

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: Matthew Spengler

Signature: 

Title: **Executive Director**

Company Name: Blueprint Schools Network

Date: May 2, 2024

Exhibit G: Non-Collusion Declaration

I, Matthew Spengler, 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: Matthew Spengler

Signature: 

Title: **Executive Director**

Company Name: Blueprint Schools Network

Date: May 2, 2024

Exhibit H: 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: Matthew Spengler

Signature: 

Title: Executive Director

Company Name: Blueprint Schools Network

Date: May 2, 2024