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| Enactment Date | 6/27/28 er |



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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date June 27, 2018
(To be completed by
Procurement)

Subject Memorandum of Understanding - Springboard Collaborative (contractor) -
922/Community Schools and Student Services Department (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Springboard Collaborative. Services to be primarily provided to the Community Schools and Student Services for the period of July 1, 2018 through August 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.

Springboard Collaborative has a track record of closing the reading achievement gap by coaching teachers, training family members, and incentivizing learning | OUSD for the past three years. Students have averaged 3 months reading growth in 5-weeks time. Springboard and School enter into this MOU in connection with the implementation of Springboard programming for the Summer Learning Program at OUSD.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Springboard Collaborative, San Francisco, CA, for the latter to provide curricula with access to its student and parent curricula and associated program materials provide data management system to track and analyze their progress; parent workshops for effective strategies for reading with their student at three selected OUSD elementary summer school sites for the Summer Learning Programs via the Community School and Student Services Department, for the period of July 1, 2018 through August 30, 2018, for a total amount not to exceed \$90,195.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Springboard Collaborative. Services to be primarily provided to the Community Schools and Student Services Department for the period of July 1, 2018 through August 30, 2018.

Fiscal Impact Fiscal Impact: (please spell out): 0005/Central Office Supplemental in an amount not to exceed \$90,195.00

Attachments

- Memorandum of Understanding
- Schedule A: Payment and Term of Service Conditions
- Certificate of Insurance



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

Legislative File ID No. 18-1440

Department: 922/Community Schools and Student Services Department

Vendor Name: Springboard Collaborative

Contract Term: Start Date: 7/1/2018 End Date: 8/30/2018

Annual Cost: \$ 90,195.00

Approved by: Julie McCalmont, Andrea Bustamante

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Worked previously with the Summer Learning Program for OUSD.

Summarize the services this Vendor will be providing.

In support of OUSD Summer Learning, Springboard Collaborative will provide curriculum, guided reading books, marketing materials to support OUSD teachers and staff. In addition, Springboard Collaborative will provide professional development to OUSD teachers, summer principals, attendance clerks, and administrative assistants around recruitment, instructional design, data management and assessment. Springboard Collaborative will support the monitoring of student performance, parent participation, and student reading scores via data management system. Springboard Collaborative will conduct data analysis and create impact reports at the end of the Summer Learning Programs to determine effectiveness of this literacy intervention program.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Price is comparable with other vendors.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

SPRINGBOARD COLLABORATIVE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “**MOU**”) is entered into by **Springboard Collaborative** (“**Springboard**”), a non-profit corporation with its registered office at 2 Penn Center, Suite 1315, 1500 JFK Boulevard, Philadelphia, PA, 19102, and **Oakland Unified School District** (“**OUSD**”) at 1000 Broadway, Suite 680, Oakland, CA, 94607.

Background

Springboard closes the literacy gap by coaching teachers, training family members, and cultivating reading habits. **Springboard** and **OUSD** wish to enter into this **MOU** in connection with the implementation of **Springboard** programming at **OUSD**.

Springboard and **OUSD** hereby agree as follows:

1. Definitions.

- 1.1. “Coaching Sessions”** means weekly **Springboard Coach** and **Site Leader**-led meetings with teachers during the **Springboard Program** to plan student interventions and improve teachers’ practice.
- 1.2. “Data System”** means the data management system provided by **Springboard** (referred to as “**SLINKY**”) that tracks and analyzes all of **Springboard’s** data throughout the **Springboard Program**, including but not limited to student and family demographic information, student reading progress, student and parent attendance, daily family engagement, and teacher observations.
- 1.3. “Enrollment Coordinator”** means a person, chosen and hired by **OUSD** with input from **Springboard**, who oversees the student enrollment process at each school. A single person can serve as both the **Enrollment Coordinator** and the **Site Leader** for a school.
- 1.4. “Parent Workshops”** means interactive training sessions led by teachers to educate parents, guardians, or care-givers about effective strategies for reading with their student and to permit parents, guardians or care-givers to share their insights and expertise on their student throughout the **Springboard Program**.
- 1.5. “Professional Development Materials”** means the protocols and written guides developed by **Springboard** to train teachers on data-driven instruction, effective lesson planning, family communication, and facilitation of **Parent Workshops**.
- 1.6. “Program Materials”** means items provided to **OUSD** and developed by **Springboard**, including but not limited to, curricula, daily lesson guides,

Professional Development Materials, and incentive materials for students, parents, teachers, and **Site Leader**.

- 1.7. **“Guided Reading Books”** means sets of appropriately leveled books (print or electronic) provided to each school for use in small group instruction. **Springboard** will provide a rotating set of books, which **OUSD** will supplement with their existing leveled libraries.
- 1.8. **“Student Assessment Kit”** means the assessment kit provided by **OUSD** to measure students reading levels (e.g.: F&P, DRA2, or other agreed upon assessment).
- 1.9. **“Site Leader”** means a person hired by **OUSD** to lead implementation of the **Springboard Program**. The Site Leader oversees student reading assessment, weekly teacher meetings, afterschool reading instruction, and family workshops, ensuring that all classrooms are successful.
- 1.10. **“Student Reading Scores”** means reading levels measured by assessment which can be used to quantify a student’s reading progress.
- 1.11. **“Springboard Coach”**, also known as **“Cluster Lead”**, means a person hired by **OUSD** to support the **Site Leaders** during the 10-week afterschool program.
- 1.12. **“Springboard Program”** means the 5-week summer program and/or 10-week afterschool program that combines targeted reading instruction, family workshops, teacher coaching, and incentives to achieve lasting results.

2. Term.

- 2.1. The term of this **MOU** shall be for the period July 1, 2018 through August 30, 2018.

3. Scope of Work.

3.1. Overview.

- 3.1.1. **OUSD**, with input from Springboard, will select and hire **4 Site Leaders**.
- 3.1.2. **OUSD**, with input from Springboard, will select and hire **4 Operations Leads** to partner with Site Leads at all sites.
- 3.1.3. **OUSD**, with input from **Springboard**, will select and hire multiple **Enrollment Coordinators** capable of enrolling 600 kids plus a waiting list.

3.2. Responsibilities of Springboard.

3.2.1. Curricula. Springboard will provide OUSD with access to its student and parent curricula and associated **Program Materials** and **Professional Development Materials**.

3.2.2. Books. Springboard will furnish each site with a basic set of **Guided Reading Books** and read-aloud texts for the duration of programming.

3.2.3. Marketing

3.2.3.1. Springboard will provide **Enrollment Coordinators** with marketing materials to recruit students and families.

3.2.3.2. Springboard will provide OUSD with materials and process to support teacher hiring, including job descriptions and offer letters.

3.2.4. Training.

3.2.4.1. Springboard will train the **Enrollment Coordinators** to recruit students and families.

3.2.4.2. Springboard will train the **Site Leaders** to implement the **Springboard Program**.

3.2.4.3. Springboard will conduct training sessions with teachers as described in Schedule A to this MOU ("Schedule A"), which Schedule is incorporated as if fully set forth herein.

3.2.5. Data Collection.

3.2.5.1. The **Site Leader** will ensure that Teachers monitor students' reading progress and daily attendance, input required information into the **Data System**, and administer sign-in protocols for **Parent Workshops** during the **Springboard Program**. Springboard will share **Student Reading Scores** and the school- and classroom-level data analysis it compiles with OUSD.

3.2.6. Management of Site Leaders.

3.2.6.1. OUSD will hire, train, and compensate a **Cluster Leader**.

3.2.6.2. Springboard will support the **Cluster Leader** with leadership development and weekly planning meetings.

3.2.7. Coaching Sessions. During the 10-week afterschool program, the **Site Leaders** will work with the **Cluster Lead** to co-lead a weekly 60-minute

Coaching Session during the Springboard Program. During the 5-week summer program, the **Site Leader** will conduct two weekly 60 minute-long **Coaching Sessions** with teachers during the **Springboard Program**.

3.3. Confidentiality.

3.3.1. Springboard understands that the information provided by or exchanged with OUSD will contain identifiable student data. **OUSD** and Springboard therefore agree as follows:

3.3.1.1. **Springboard** and all of its agents, personnel and employees shall maintain the confidentiality of all OUSD information received. **Springboard** understands that student records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA); Article 1, Section 1 of the California Constitution; and California Education Code Section 49062, et seq., concerning the maintenance and disclosure of pupil records and data.

3.3.1.2. The term “Confidential Information” shall mean **OUSD’s** trade secrets, confidential knowledge, know-how, Student Personal Identity Data, student records, personnel records, or other proprietary information or materials of **OUSD** or in **OUSD’s** possession and all information that a reasonable person would consider sensitive or confidential in nature.

3.3.1.3. **Springboard** agrees to take strict precautions to safeguard **OUSD** student Confidential Information and to limit access to such Confidential Information to **Springboard’s** authorized personnel or agents who require such access and have agreed to abide by the terms of this Agreement.

3.3.1.4. **Springboard** agrees to promptly return all such Confidential Information and related materials to **OUSD** upon termination of this Agreement or at such time as may be requested by **OUSD**.

3.3.1.5. **Springboard** shall not, other than for the purposes permitted under this Agreement (i) use any Confidential Information; (ii) disclose Confidential Information to any third parties; (iii) reverse engineer, disassemble, or decompile any Confidential Information, or make any derivatives or translations of the Confidential Information, without **OUSD’s** prior written consent.

3.3.1.6. The foregoing requirements to maintain confidentiality of **OUSD’s** Confidential Information shall extend beyond the termination of this Agreement.

3.3.2. **OUSD** permits **Springboard** to disseminate **Student Reading Scores** and student academic information provided by **OUSD** to teachers, the **Site Leader**, directors and employees of **Springboard** for the successful operation

of the **Springboard Program**. With the consent of families, **OUSD** will provide **Student Reading Scores** during the academic school year to **Springboard** as often as the school reading assessment is administered, within seven (7) days of their distribution to families up and until the time a parent or guardian of a student indicates otherwise.

3.3.3. Springboard reserves the right to present **Student Reading Scores** in the aggregate, without any personal identifying information, to potential funders, student and parent participants, partnering schools and other parties interested in the mission of **Springboard** to demonstrate the impact of the **Springboard Program** at **OUSD**.

4. Responsibilities of OUSD.

4.1. Collaboration with Springboard. **OUSD** will participate in the **Springboard Program** and make its best effort to support successful implementation. This includes granting program staff access to space, materials, books, and resources available.

4.2. Enrollment. **OUSD** will identify which students will participate in the **Springboard Program**, prioritizing re-enrolling students. School will support **Enrollment Coordinators** as needed in order to meet targets specified in Schedule A.

4.3. OUSD, using **Springboard's** hiring materials and process, will select teachers to participate in the **Springboard Program**. Teachers will be responsible for pre-programming professional development, student instruction, data entry into the data system, **Parent Workshops**, and administering the Developmental Reading Assessment 2® or another agreed-upon assessment. Teachers must commit to the full duration of programming.

4.4. Student Information. **OUSD** will provide to **Springboard** the most current and accurate contact, demographic, and educational information, including whether or not a student has an Individualized Education Program ("IEP"), for student and parent participants. However, **Springboard** shall not be provided and shall not have access to **OUSD** student data regarding whether or not students are eligible for and/or receive free/reduced price meals. **OUSD** will share enrolled student list including baseline **Student Reading Scores** and demographic information at least 6 weeks in advance of the first day of **Springboard Program**. **OUSD** will provide information regarding reading levels for enrolled students, for any date on which enrolled student reading levels are assessed, within 3 weeks of the assessment.

4.5. Legal/Regulatory Compliance. **OUSD** and **Springboard** are mutually responsible for ensuring its compliance with all applicable legal and regulatory requirements applicable to this **MOU**.

4.6. Supplies and Technology.

- 4.6.1. **OUSD** will provide to teachers basic classroom materials which include **Guided Reading Books**, available books in classrooms and the library; writing utensils (pencils, crayons, markers); paper (copy, chart, and writing); a **Student Assessment Kit**; and access to copy machines and printers. Should **OUSD** elect not to provide a **Student Assessment Kit**, **OUSD** will elect to rent a **DRA2 Kit** from **Springboard**. Payment Terms and Costs for **DRA2 Kit** rental are specified in Schedule A.
 - 4.6.2. **OUSD** will provide a projector in every classroom during the **Springboard Program**.
 - 4.6.3. **OUSD** will provide every teacher with access to a computer, which it may use at its discretion throughout the **Springboard Program**, including removing the computer from **OUSD** premises. School will provide Internet access on premises.
 - 4.6.4. The granting of other requests by **Springboard** will be within the exclusive discretion of **OUSD**.
- 5. **Payment Terms and Costs.** The Payment Terms and Costs are specified in Schedule A.
- 6. **License of Materials.** **Springboard** grants to **OUSD** a non-exclusive, non-transferrable license to use the **Program Materials** for **OUSD** or its personnel until the final day of the **Springboard Program**, including any materials provided in electronic form or computer-readable form, for use only in connection with the **Springboard Program** up to and until such time as **Springboard** decides otherwise. All **Springboard** materials used by **OUSD** shall contain the **Springboard** name and copyright.
- 7. **Intellectual Property.**
 - 7.1. **Copyright.** **Springboard** reserves copyright in all written and electronic materials delivered and developed by **Springboard** pursuant to this **MOU**, including materials developed by **Springboard** with input from **OUSD** staff. These materials include, but are not limited to, curricula, lesson plans and instructional material developed by **Springboard** and modified by **OUSD** staff for the purposes of the **Springboard Program**. These items may not be copied or otherwise reproduced (including through electronic media) without the express written permission of **Springboard**.
 - 7.2. **Restrictions.** In no event shall **OUSD** use or permit others to use the **Program Materials** other than as permitted by **Springboard**. In no event may the **Program Materials** be sublicensed, modified, sold or transferred except as agreed by **Springboard**.

7.3. Trademark and Trade Name. This MOU does not give OUSD any ownership rights or interest in Springboard's trade name or trademarks.

- 8. Independent Contractors.** The employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers' compensation, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death and medical benefits. OUSD's employees who perform the obligations of OUSD hereunder shall be under the employment and ultimate control, management and supervision of OUSD. Springboard's employees who perform the obligations of Springboard shall be under the employment and ultimate control, management and supervision of Springboard. Nothing herein shall be construed to imply that OUSD and Springboard are in a joint venture, partnership or principal-agent relationship, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- 9. Entire Understanding.** This MOU constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
- 10. Modification, Amendment or Addenda.** There shall be no modifications, amendments, or addenda of this MOU, except in writing and signed by the duly authorized representatives of both parties.
- 11. Conflict.** In the event of any conflict, ambiguity or inconsistency between this MOU and any other document, which may be annexed hereto, the terms of this MOU shall govern.
- 12. Tuberculosis Screening:** Springboard is required to screen employees who will be working at OUSD sites for more than six hours. Springboard affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
- 13. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to Springboard's services under this MOU and Springboard certifies its compliance with these provisions as follows: "Springboard certifies that Springboard has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Springboard employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of Springboard, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as

that term is defined in Education Code section 45122.1. **Springboard** further certifies that it has received and reviewed fingerprint results for each of its Employees and **Springboard** has requested and reviews subsequent arrest records for all Employees who may come into contact with **OUSD** pupils in providing services to **OUSD** under this **MOU**. In the event that **OUSD**, in its sole discretion, at any time during the term of this **MOU**, desires the removal of any **Springboard**-related persons, employee, representative or agent from an **OUSD** school site and/or property, **Springboard** shall immediately, upon receiving notice from **OUSD** of such desire, cause the removal of such person or persons.

14. Notices.

FOR OUSD:

Julie McCalmont
Coordinator, Summer Learning Programs
Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607
Phone: (510) 879-2709
Email: Julie.McCalmont@ousd.org

FOR SPRINGBOARD:

Jeff Feinman
Bay Area Executive Director
Springboard Collaborative
2 Penn Center, Su 1315
1500 JFK Blvd.
Philadelphia, PA 19102
Phone: (415) 269-0162
Email: j.feinman@springboardcollaborative.org

15. Indemnification. **Springboard** shall indemnify and hold **OUSD** and its subsidiaries, affiliates, franchisees, successors, and assigns, and their schools, sites, board, trustee, officers, agents, employees, and representatives, harmless from and against any and all claims, demands, causes of action, liabilities, judgments, losses or expenses (including, without limitation, reasonable attorneys' fees) arising from any act or omission of **Springboard** hereunder.

16. Insurance. **Springboard** shall maintain Commercial General Liability insurance, including automobile coverage, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to **OUSD** and shall name **OUSD** as an additional insured. Evidence of insurance must be attached to this **MOU**. 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 **Springboard**. The policy shall protect **Springboard** 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.

16.1 If **Springboard** employs any person to perform work in connection with this **MOU**, **Springboard** shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws, when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

17. Limitation of OUSD Liability: Other than as provided in this **MOU**, **OUSD's** financial obligations under this **MOU** shall be limited to the payment of the compensation provided in this **MOU**. Notwithstanding any other provision of this **MOU**, 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 **MOU** for the services performed in connection with this **MOU**.

18. Governing Law/Venue. This **MOU** shall be performed in Oakland, California and shall be construed to be made and interpreted under the laws of the California, without resort to California's conflict of laws. The Alameda County Superior Court in the State of California shall have jurisdiction over any litigation initiated to enforce or interpret this **MOU**.

19. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: **Springboard** 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 **MOU**, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

20. Authority to Enter MOU. The parties specifically acknowledge that **OUSD** shall not be bound by the terms of this **MOU** until it has been formally approved in writing by **OUSD's** Governing Board, and no payment shall be owed or made to **Springboard** absent formal written approval.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this **MOU** to be executed.

OAKLAND UNIFIED SCHOOL DISTRICT

SPRINGBOARD-OAKLAND USD MOU (SUMMER 2018)

6/28/18

Date

By: _____

Aimee Eng

Aimee Eng
President, Board of Education

6/28/18

Date

By: _____

Kyla Johnson-Trammel

Kyla Johnson-Trammel
Superintendent

6/4/2018

Date

By: _____

SPRINGBOARD COLLABORATIVE

DocuSigned by:

Alejandro Gac-Artigas

2793432707D0428...

Alejandro Gac-Artigas
Chief Executive Officer & Founder
Founder and CEO
Springboard Collaborative
2 Penn Center, Su 1315
1500 JFK Blvd
Philadelphia, PA 19102
Phone: (908) 902-7833
Email: agacartigas@springboardcollaborative.org

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: _____

Jenine Lindsey
Jenine Lindsey

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

**SCHEDULE A TO SPRINGBOARD COLLABORATIVE-OAKLAND UNIFIED
SCHOOL DISTRICT MEMORANDUM OF UNDERSTANDING:**

PAYMENT AND TERM OF SERVICE CONDITIONS

The following terms shall apply to Oakland Unified School District (OUSD) and Springboard Collaborative (Springboard):

A. OUSD ACCESSIBILITY:

- A. 2. OUSD** and teachers will lose access and permission to access **Professional Development Materials and Program Materials** after the final day of the **Springboard Program(s)**.
- A. 3. Springboard** will retain the right to collect educational and demographic data from **OUSD** through the expiration of this **MOU**.

B. SCHOOL REGISTRATION INFORMATION:

At OUSD's sole discretion, the OUSD schools expected to participate in Springboard for the indicated number of days under the MOU are as follows:

| HUB | Feeder Schools | Total Enrollment | # of days |
|------------|---|-------------------------|------------------|
| Hoover | Glenview | 120 | 24 |
| Emerson | Chabot, Crocker Highlands Joaquin Miller, Montclair, Peralta, Piedmont, Redwood Heights, Sankofa, Thornhill | 150 | 24 |
| REACH | East Oakland Pride, KDA, Esperanza | 150 | 24 |

Springboard Summer (2018)

B.1. OUSD Expected Enrollment: 420 students

B.2. Total Number of Classes: 28 classes

B.3. Partnership Fee Per Student: \$214.75

B.4 Student Assessment Kit (check one):

☐ **N/A** OUSD provides DRA2 kit (or agreed upon alternative)

☐ **N/A** OUSD elects to rent one (1) **DRA2 Kit** at \$100 per site

C. DEFINITIONS: This section shall encompass all definitions in the **MOU**, as follows:

C.1. Average Class Size means **Expected Enrollment** divided by **Total Number of Classes**. This number shall not exceed 15.

C.2. Expected Enrollment means the number of students projected to register in **Springboard Program(s)** as determined by the parties, as specified in Section B.1 of this Schedule A.

C.3. Extra Enrollment means students in excess of **Expected Enrollment** that attend twenty-five percent (25%) or more of the **Springboard Program(s)** as determined by **Springboard** and **OUSD**.

D. COSTS.

D.1. Generalized School Cost. In support of the **Springboard Program(s)**, **OUSD** shall pay the **Total Payment Amount**, as follows:

D.1.1. Total Payment Amount means **Expected Enrollment** multiplied by **Fee Per Student**.

D.1.2. Payment Adjustment equals (1) the difference between the **Expected Enrollment** and the number of students who attended the Springboard Program during the first week, if that number is less than the **Expected Enrollment**, multiplied by fifty (50) percent of the **Fee Per Student**; (2) plus **Extra Enrollment** multiplied by the **Fee Per Student**.

D.1.3 Payment of the **Partnership Fee** is required for **OUSD** to gain access to the **Springboard** products and services described in the **MOU**. The **Partnership Fee** shall be delivered to **Springboard** (i) in person delivery, overnight courier or U.S. Priority Mail via certified check, or (ii) via online payment (if available).

D.2 Consequences of Delinquent Payment of Partnership Fee

D.2.1 If **OUSD's** payment is more than fifteen (15) days late, **OUSD** will be deemed to be in default (**Default**).

D.2.2 If in Default, **OUSD** shall pay an additional fee as specified in Section E.2.4 of this Schedule A.

D.2.3 If **OUSD** is in Default, **Springboard** may terminate this **MOU** immediately.

D.2.4 In the event of termination as a result of Default, **OUSD** must return any materials or resources received from **Springboard**, upon demand.

D.2.5 In the event of termination as a result of Default, **OUSD** must assume full responsibility for lost wages to **Site Manager** and operations interns.

E. PAYMENTS.

E.1. Invoices. Except as otherwise provided herein, **Springboard** will send **OUSD** an invoice for each payment designating the payment due date.

E.2. Payments. **OUSD** shall pay **Springboard** a maximum total amount of **\$90,195** by **August 30th, 2018**.

E.2.1 Default and Late Payment. If **OUSD** is in Default, it will pay penalty charges of two percent (2%) per month of the outstanding specific payment for every thirty (30) days past the original date of invoice.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

| | | | | | |
|--------------------|--|----------|-------------------------|-----------------------|---|
| Agency Name | Springboard Collaborative | | Agency's Contact Person | Alejandro Gac-Artigas | |
| Street Address | 2 Penn Center, Suite 1315, 1500 JFK Blvd. | | Title | Founder and CEO | |
| City | Philadelphia | | Telephone | 908-902-7833 | |
| State | PA | Zip Code | 19102 | Email | agacartigas@springboardcollaborative.or |
| OUSD Vendor Number | 1006909 | | | | |
| Attachments | <input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/) | | | | |

Compensation and Terms – Must be within OUSD Billing Guidelines

| | | | | | |
|------------------------|---------------|--------------------|--------------------|-----------------------|--------------|
| Anticipated Start Date | June 15, 2018 | Date work will end | September 30, 2019 | Total Contract Amount | \$ 90,000.00 |
|------------------------|---------------|--------------------|--------------------|-----------------------|--------------|

Budget Information

| Resource # | Resource Name | Org Key # | Object Code | Amount | Req. # |
|------------|----------------|------------|-------------|--------------|--------|
| 0005 | Central Office | 9034871101 | 5825 | \$ 90,000.00 | |
| | Supplemental | | 5825 | \$ | |
| | | | 5825 | \$ | |
| | | | 5825 | \$ | |

OUSD Contract Originator Information

| | | | | | |
|----------------------|---|-------|--------------------------|--|--|
| Name of OUSD Contact | Julie McCalmont | Email | julie.mccalmont@ousd.org | | |
| Telephone | 510-879-2709 | Fax | 510-879-4605 | | |
| Site/Dept. Name | 922/Community Schools and Student Services Department | | | | |

Approval and Routing (in order of approval steps)

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

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

| Please sign under the appropriate column. | Approved | Denied – Reason | Date |
|--|--------------------|-----------------|--------|
| 1. Site Administrator | <i>[Signature]</i> | | 6/4/18 |
| 2. Resource Manager | | | |
| 3. Network Superintendent/Deputy Chief/Exec Dir. | <i>[Signature]</i> | | 6/4/18 |
| 4. Cabinet (DSASEL, SBO, CFO) | <i>[Signature]</i> | | |
| 5. Board of Education or Superintendent | | | |
| Procurement | Date Received | | |