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# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** August 14, 2024

**Subject** Services Agreement - RFP #24-147PEC – TutorMe Education – Special Education Department

**Ask of the Board** Approval by the Board of Education of Award of RFP #24-147PEC, and approval of a Services Agreement with TutorMe Education, by and between the District and TutorMe Education, Los Angeles, CA, for the latter to provide tutoring, speech, and supplemental academic support for students with disabilities, as described in Exhibit A of the Services Agreement, via the Special Education Department, for the period of July 1, 2024 through June 30, 2027, in an amount not to exceed \$540,000.00.

**Background** Students receiving Special Education services sometimes require support outside of the school day, such as when there is a compensatory education need or an unexpected staffing vacancy that interrupts services in Individualized Education Programs (IEPs). This Services Agreement will provide the District with tutoring/supplemental academic services for individual students with IEPs.

**Discussion** These services are necessary for the District to ensure compliant implementation of student-specific settlement agreements, compensatory education needs, or supplemental intervention indicated in students’ IEPs. Vendor will provide 1:1 tutoring using student data and the IEP to inform instruction, communicate with OUSD through the referral and service process, and provide progress reports to family and Special Education Department personnel.

**Fiscal Impact** Three-year term 7/1/2024-6/30/2027 with a total cost not to exceed \$540,000.00 using Special Education RES 6500.

**Competitively Bid** Yes, RFP #24-147PEC

**Attachment(s)**

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



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

## **NOTICE OF INTENT TO AWARD**

**June 28, 2024**

**To: Tutor Me Education**

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

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

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

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

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

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

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

## SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

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

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
  - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
  
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
  
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
  - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was

provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
  - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
  - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
7. **Data and Information Requests.**
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
  - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
  - b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
  
9. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
  
10. **Alignment and Evaluation.**
  - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
  - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of

VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
  - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
  - b. If VENDOR is a natural person, VENDOR verifies all of the following:
    - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
    - (ii) VENDOR's work is outside the usual course of OUSD's business; and
    - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
  - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
    - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
    - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;

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

15. **Qualifications, Training, and Removal.**

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

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



17. **Insurance.**

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review

subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSSPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

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

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

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

21. **Conflict of Interest.**
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
  - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
  - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.
24. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys'

fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
  26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
  27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
  29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations

promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

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

VENDOR

Name: Daniel Mak Signature:  Daniel Mak (Jul 1, 2024 15:03 PDT)

Position: Director Date: Jul 1, 2024

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

OUSD

Name: Benjamin Davis Signature: 

Position: Board President Date: 8/15/2024

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

Name: Kyla Johnson-Trammell Signature: 

Position: Superintendent Date: 8/15/2024

**Template approved as to form by OUSD Legal Department.**

**SERVICES AGREEMENT  
EXHIBIT A**

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

**VENDOR:** TutorMe Education

---

1. **Services.** Describe the SERVICES VENDOR will provide: academic intervention and speech services for students with disabilities, which may include supplemental academic intervention/tutoring and assessment of students' present levels and progress. Vendor will communicate with OUSD about referral status, tutoring progress, and parent/caregiver outreach and will provide progress reports. Tutors will plan effective instruction based on student data and IEP goals, where relevant.

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2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.  
**Start Date:** 7/1/2024

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:** 6/30/2027

3. **Compensation.**

a. The basis for payment to VENDOR shall be:

- Hourly Rate: see below per hour
- Daily Rate: \_\_\_\_\_ per day
- Weekly Rate: \_\_\_\_\_ per week
- Monthly Rate: \_\_\_\_\_ per month
- Per Student Served Rate: \_\_\_\_\_ per student served
- Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): \$99/hr for general tutoring, \$150/hr for comp ed w/ credentialed teacher, \$150 for speech, \$39 for group tutoring

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:** \$540,000.00



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](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: Daniel Mak  
Address: 1093 Broxton Ave.  
City, ST Zip: Los Angeles, CA 90024  
Phone: 415-367-3853  
Email: daniel@tutormeeducation.com

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

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

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

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

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

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.







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

Final Audit Report

2024-07-01

Created:	2024-07-01
By:	Jennifer Blake (jennifer.blake@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALt9PR0z-8OI0SCOS-tnwM-w-Vd4c5rw2

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

-  Document created by Jennifer Blake (jennifer.blake@ousd.org)  
2024-07-01 - 7:24:04 PM GMT- IP address: 104.192.8.69
-  Document emailed to daniel@tutormeeducation.com for signature  
2024-07-01 - 7:26:24 PM GMT
-  Email viewed by daniel@tutormeeducation.com  
2024-07-01 - 7:36:13 PM GMT- IP address: 66.249.84.66
-  Signer daniel@tutormeeducation.com entered name at signing as Daniel Mak  
2024-07-01 - 10:03:49 PM GMT- IP address: 45.51.96.97
-  Document e-signed by Daniel Mak (daniel@tutormeeducation.com)  
Signature Date: 2024-07-01 - 10:03:51 PM GMT - Time Source: server- IP address: 45.51.96.97
-  Agreement completed.  
2024-07-01 - 10:03:51 PM GMT



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) # 24-147PEC**

**TUTORING AND SUPPLEMENTAL ACADEMIC SUPPORT  
FOR STUDENTS WITH DISABILITIES  
FOR SPECIAL EDUCATION DEPARTMENT**

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

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

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

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

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### Schedule Of Events

The following schedule will be used by the District.

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

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

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

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

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

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

**Francisco Flores, Procurement Analyst**  
[francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)

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

## **Background Information**

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

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

## **Introduction**

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

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

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

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

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

### **Scope Of Work**

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

### **Term of Agreement**

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

### **Provider Outcomes and Deliverables**

Expected outcomes and deliverables for this body of work include:

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

### **Proposal Evaluations And Scoring**

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

**The District reserves the right without limitation to:**

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

### **Best Value Scoring**

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

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



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

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

## Submission Instructions

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

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

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

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

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

### **Local and Small Local Business Program**

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

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

## Proposal Format

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

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

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

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

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

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

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

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

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

**Oakland Unified School District Application**

<b>Company Information</b>			
Company Name:			
Address:			
Primary Contact Person: Title:		Secondary Contact Person: Title:	
Email:		Email:	
Telephone #:		Telephone #:	
Website (if applicable):			

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

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

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



### **List Of Exhibits**

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

Exhibit B: Awarded Contract Requirements

Exhibit C: References

Exhibit D: Proposal Price Form

Exhibit E: Terms and Conditions

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

Exhibit G: Worker's Compensation Acknowledgement

Exhibit H: Fingerprinting Notice and Acknowledgement

Exhibit I: Non-Collusion Declaration

Exhibit J: Authorized Vendor Signature - Point of Contact

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

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

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

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

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

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

*If having a hard time opening templates, please email [procurement@ousd.org](mailto: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.

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

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



**Exhibit C: References**

**Reference 1:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Duration of Services: \_\_\_\_\_

**Reference 2:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Duration of Services: \_\_\_\_\_

**Reference 3:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Duration of Services: \_\_\_\_\_

**Exhibit D: Proposal Price Form**

Service Description:

Annual Pricing:

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Total Annual Amount of Proposal:

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Additional Fees or Special Request Costs:

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**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **Exhibit E: Terms and Conditions**

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

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.
4. **Bid Signee** – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf

of the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Time – Time is of the essence.

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

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

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

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

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

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

**By**  
**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Exhibit G: Workers Compensation Acknowledgement**

Labor Code § 3700

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

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

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

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

**Exhibit H: Fingerprinting Notice and Acknowledgement**

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

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

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

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

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

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

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

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

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

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT A

### Violent and Serious Felonies

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

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

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

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

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

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

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

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

Entity Name: \_\_\_\_\_

Date of Entity's Contract with District: \_\_\_\_\_

Scope of Entity's Contract with District: \_\_\_\_\_

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

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

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

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit I: Non-Collusion Declaration**

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

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

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Exhibit J: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

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

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **Evaluation Process**

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

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

### **Selection Process**

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

### **Protest Selection Procedure**

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

***Rosaura M. Altamirano***

*Senior Manager, Supply Chain & Logistics, [rosaura.altamirano@ousd.org](mailto: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 RFP#24-147PEC - Tutoring And Supplemental Academic Support For Students With Disabilities



**Oakland Unified School District Application**

<b>Company Information</b>			
Company Name:	Tutor Me LA LLC dba Tutor Me Education		
Address:	1093 Broxton Ave. #240, Los Angeles, CA 90024		
Primary Contact Person: Title:	Daniel Mak, Senior Director of School Partnerships	Secondary Contact Person: Title:	Elliot Farahnik, Accelerated Learning Specialist
Email:	Daniel@TutorMeEducation.com	Email:	Elliot@TutorMeEducation.com
Telephone #:	415-367-3853	Telephone #:	415-367-3853
Website (if applicable):	www.tutormeeducation.com		

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

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

prior five (5) years?	<input type="checkbox"/>	Yes
If yes, provide the name of the school/district and briefly detail the dispute.	Not Applicable	
Has your company ever had a contract terminated for convenience or default in the prior five years?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details including the name of the other party:	Not Applicable	
Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details:	Not Applicable	
Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details:	Not Applicable	



### List Of Exhibits

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

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

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

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

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

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

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

*If having a hard time opening templates, please email [procurement@ousd.org](mailto:procurement@ousd.org) for a copy.*



\_\_\_\_\_  
**Signature**

Daniel Mak  
\_\_\_\_\_

**Print Name**

Senior Director of School Partnerships  
\_\_\_\_\_

**Title**

06/11/2024  
\_\_\_\_\_

**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 <b><u>ANY contact</u></b> with students (even virtually)	Contractors/Vendors with <b><u>NO contact</u></b> with students
<ol style="list-style-type: none"> <li>1. Resume for individuals or a Stmt of Qualifications for Companies;</li> <li>2. Proof of the following types of insurances via an ACORD sheet:               <ul style="list-style-type: none"> <li>- Commercial General Liability</li> <li>- Professional Liability or Corporal Punishment Ins.</li> <li>- Improper Sexual Conduct &amp; Physical Abuse Liab. OR Sexual Abuse &amp; Molesation (SAM)</li> </ul>               Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate                Certificate Holder must read:  <i>Oakland Unified School District;                ATTN-Risk Management;                1011 Union St, Site 987; Oakland, CA 94607;</i> </li> <li>3. Policy Endorsement that names Oakland Unified School District as an Additional Insured</li> <li>4. <u>For Agency Vendors</u> <ol style="list-style-type: none"> <li>a) Proof of Workers Comp. Insurance via ACORD</li> <li>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.”</li> </ol> <u>For Individuals (Non-Agency Vendors)</u> <ol style="list-style-type: none"> <li>a) TB Test Results</li> <li>b) Fingerprinting (how to instructions at a later time)</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Resume for individuals or a Stmt Qualifications for Companies;</li> <li>2. Proof of the following types of insurances via an ACORD sheet:               <ul style="list-style-type: none"> <li>- Commercial General Liability</li> </ul>               Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate                Certificate Holder must read:  <i>Oakland Unified School District;                ATTN-Risk Management;                1011 Union St, Site 987; Oakland, CA 94607;</i> </li> <li>3. Policy Endorsement that names Oakland Unified School District as an Additional Insured</li> </ol>

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



**Exhibit C: References**

**Reference 1:**

Customer Name: Oakland Unified School District

Contact Name: Jennifer Blake

Title: Executive Director

Address: 1011 Union St Oakland, CA 94607

Phone Number: 510-879-5003

Email: Jennifer.Blake@ousd.org

Services Provided: 2022

Duration of Services: In-Person & Online Instruction for K-12 students

**Reference 2:**

Customer Name: San Francisco Unified School District

Contact Name: Georgia Williams-Bratt

Title: Manager I

Address: 555 Franklin St. San Francisco, CA 94102

Phone Number: 415-750-4500 Ext. 1026

Email: williams-brattg@sfsud.edu

Services Provided: In-Person & Online Instruction for K-12 students  
in all subjects to help mitigate learning-loss.

Duration of Services: 2021 - Present

**Reference 3:**

Customer Name: East Side Union High School District

Contact Name: Jenner Perez

Title: MTSS Coordinator

Address: 830 N. Capitol AVE. San Jose, CA 95133

Phone Number: 408-347-5240

Email: perezj@esuhd.org

Services Provided: In-Person & Online Instruction for K-12 students  
in all subjects to help mitigate learning-loss.

Duration of Services: 2022 - Present

**Exhibit D: Proposal Price Form**

Service Description:

Annual Pricing:

Tutoring includes Pre & Post Assessments,  
Comprehensive Online Platform,  
Lesson Plans, Progress Reports, Session Notes,  
Test-Prep Diagnostics, Monthly District Reporting & Metrics,  
Mandated Reporter Training, Trauma Informed Training,  
and dedicated 24/hr support.

\$150/hr

Hourly cost for instruction and tutoring is calculated  
by hourly commitment made from the school/district.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Annual Amount of Proposal:

\$150/hr

Additional Fees or Special Request Costs:

N/A

Print Name: Daniel Mak

Signature:  \_\_\_\_\_

Title: Senior Director of School Partnerships

Company Name: Tutor Me LA LLC dba Tutor Me Education

Date: 06/11/2024

### **Exhibit E: Terms and Conditions**

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

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.
4. **Bid Signee** – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf

of the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Time – Time is of the essence.

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

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

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

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

**Print Name:** Daniel Mak

**Signature:**  \_\_\_\_\_

**Date:** 06/11/2024

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 06/11/2024 [DATE] for the purposes of submission of this bid.

**By**

**Print Name:** Daniel Mak

**Signature:**  \_\_\_\_\_

**Date:** 06/11/2024



**Exhibit G: Workers Compensation Acknowledgement**

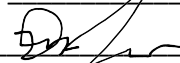
Labor Code § 3700

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

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

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

**Print Name:** Daniel Mak

**Signature:**  \_\_\_\_\_

**Title:** Senior Director of School Partnerships

**Company Name:** Tutor Me LA LLC dba Tutor Me Education

**Date:** 06/11/2024

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

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

**Exhibit H: Fingerprinting Notice and Acknowledgement**

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.

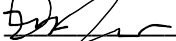
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe 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 Daniel Mak [*insert "owner" or officer title*] of Tutor Me LA LLC [*insert name of business entity*], have read the foregoing and agree that Tutor Me LA LLC [*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:** Daniel Mak

**Signature:**  \_\_\_\_\_

**Title:** Senior Director of School Partnerships

**Company Name:** Tutor Me LA LLC dba Tutor Me Education

**Date:** 06/11/2024

## 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: Tutor Me LA LLC dba Tutor Me Education

Date of Entity's Contract with District: TBA


Scope of Entity's Contract with District: TUTORING AND SUPPLEMENTAL ACADEMIC SUPPORT

I, Daniel Mak [insert name], am the Senior Director of School Partnerships [insert "owner" or officer title] for Tutor Me LA LLC [insert name of business entity] ("Entity"), which entered a contract on TBA, 20  , with the District for TUTORING AND SUPPLEMENTAL ACADEMIC SUPPORT

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: Daniel Mak

Signature:  \_\_\_\_\_

Title: Senior Director of School Partnerships

Company Name: Tutor Me LA LLC dba Tutor Me Education

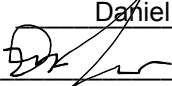
Date: 06/11/2024

**Exhibit I: Non-Collusion Declaration**

I, Daniel Mak, 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:** Daniel Mak

**Signature:**  \_\_\_\_\_

**Title:** Senior Director of School Partnerships

**Company Name:** Tutor Me LA LLC dba Tutor Me Education

**Date:** 06/11/2024



**Exhibit J: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

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

**Print Name:** Daniel Mak

**Signature:**  \_\_\_\_\_

**Title:** Senior Director of School Partnerships

**Company Name:** Tutor Me LA LLC dba Tutor Me Education

**Date:** 06/11/2024

## I. Cover Letter - Statement/Letter of Interest

**Attn: Rosaura M. Altamirano, Senior Manager, Supply Chain & Logistics**  
**Re: RFP#24-147PEC - Tutoring And Supplemental Academic Support For Students With Disabilities**  
**June 11, 2024**

Dear Ms. Altamirano,

On behalf of Tutor Me LA LLC dba Tutor Me Education (TME), I am pleased to be writing this letter in response to "RFP#24-147PEC" to show our interest in the Tutoring And Supplemental Academic Support for students part of the Oakland Unified School District. Our company is an official vendor for the TEA tutor corps to provide tutoring in response to learning loss, and our program follows evidence-based criteria behind effectively designed tutoring programs outlined by the EdResearch for Recovery Project, J-PAL, etc. Additionally, TME has vast knowledge and experience supporting students from all walks of life through virtual and in-person instruction for over 12 years, including current distance-learning protocol. We are a leader in tutoring services for large school districts and provide high quality, effective support, and enrichment through our instruction services. Our partnerships with **150+ districts** and institutions are geared towards serving over 100,000+ PreK-12 Youth and include **Los Angeles Unified School District (LAUSD), Oakland Unified School District (OUSD), San Francisco Unified School District (SFUSD), Orange Unified School District (OUSD), Sacramento City Unified School District (SCUSD), Twin Rivers Unified School District (TRUSD), Pomona Unified School District (PUSD), Magnolia Science Academy Schools (MSAS), Alhambra Unified School District (AUSD), Claremont Unified School District (CUSD), San Diego Unified School District (SDUSD), King-Chavez Neighborhood of Schools, Fairfield Suisun Unified School District (FSUSD), Roseland Unified School District (RUSD), Madera County Superintendent of Schools (MCSOS), and many more.** To give you an idea of the capacity we can support, we currently have almost 1,000 in-person tutors serving 85+ campuses in LAUSD as part of their High-Dosage Tutoring initiative.

Furthermore, we have successively provided reputable in-person and virtual instruction services to a wide demographic of populations including migrant youth, foster youth, homeless youth, disadvantaged youth, students with learning differences, special needs (including dyslexia, autism, ADHD) and ELD support for over 12 years. This has allowed us to collect extensive data and insight which we have used to create individualized strategies needed to see impactful improvement and student success. Regarding demonstrated effectiveness, we have conducted case studies and collected data that suggests our interventions have led to higher attendance and matriculation rates, acceptance to colleges, and improved state scores. We take a comprehensive approach on learning which is constructed through facilitation of engaging, individualized instruction as well as collaboration with teachers, schools, social workers, parents, and experienced instructors with proven track records. Our approach consists of implementing research-based pre-assessments to set a baseline of each student's knowledge, create an individual learning plan to target weaknesses following the district's goals and state standards, and measure progress through post-assessments.

Sincerely,



**Dr. Daniel Mak, Senior Director of School Partnerships**  
**Tutor Me Education, Tutor Me LA, LLC EIN: 46-4201928**  
**O: 877-500-0818 D: 415-367-3853**

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### Attachments:

- Attachment A - Validity Report
- Attachment B - Pre-Assessment Diagnostic
- Attachment C - Individualized Learning Plan
- Attachment D - Progress Report

## II. Ability to Execute & Approach to Scope of Work/Scope of Services

### Executive Summary

Tutor Me Education (TME) is delighted to present our proposal in response to the **Oakland Unified School District's RFP** to provide tutoring and supplemental academic support for K-12 students. TME is a trusted leader in providing comprehensive academic support and enrichment programs for over 12 years. We have a deep understanding of the unique challenges faced by students and a proven track record of success. At TME, we believe in going beyond traditional tutoring and academic assistance. We recognize the importance of addressing students' social-emotional well-being, fostering a holistic approach to their educational journey.

TME prides itself on its organizational capacity and experience in developing, producing, and administering successful tutoring programs. Our extensive experience working in the state of California allows us to establish strong connections with local communities, ensuring a personalized and responsive approach to each school's unique requirements. Our track record of over 12 years in the education industry showcases our ability to meet the highest standards of educational excellence. We share the goal of bringing students to proficiency, in alignment with national and California Standards, in order to improve student performance, particularly in relation to statewide testing. We offer these programs in multiple formats, including in-person tutoring or remote synchronous tutoring with our efficient electronic platform. Our tutors will focus on core subject matters with targeted intervention using the district's selected curriculum.

One of our core strengths lies in our extensive network of over 3,300 highly qualified tutors and instructors available in California and neighboring areas. Currently TME serves over 150+ school districts, the majority of which are in the state. Our team includes certified teachers, skilled tutors, instructional specialists, program coordinators, and administrative staff. Our team of highly skilled staff and instructors bring a wealth of knowledge and experience to our programs, ensuring that students not only excel academically but also develop essential life skills. We ensure a dynamic and reliable network of educators to support students' growth and success. We take pride in the linguistic diversity of our instructors, with a significant majority being bilingual in Spanish and proficiency extending to other languages such as Mandarin, Korean, Tagalog, Armenian, Farsi, Japanese, Russian, French, and Vietnamese. This inclusive approach allows us to create a culturally responsive and supportive environment where every student feels valued and understood. Our tutors and instructors specialize in various subjects and grade levels, enabling us to provide comprehensive test preparation for GED, CAHSEE, ACT, and SAT exams. In addition to our tutoring support, our expanded learning program encompasses a wide array of activities that seamlessly integrate virtual and physical recreation, tailored to meet the unique needs and interests of students. Whether it's engaging in interactive STEM projects, exploring visual and performing arts, or promoting physical education, our programs inspire curiosity and creativity while fostering a love for learning.

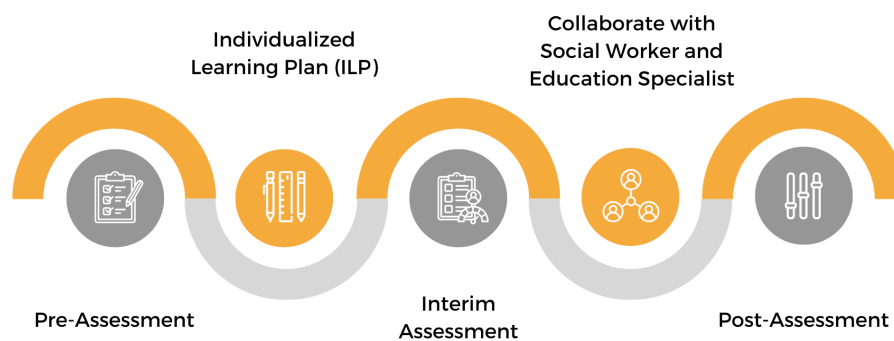
We have supported over a million students through our 400+ contracts throughout the years. Our commitment to excellence is exemplified by our diverse range of offerings. Moreover, with our scalable infrastructure and the capacity to accommodate over 10,000+ additional students— we are ready to extend our services to meet the state's expanding needs. TME is eager to collaborate with the Oakland Unified School District to provide comprehensive tutoring services that go above and beyond in empowering students, boosting their academic achievements, and nurturing their overall development. Together, we can create an environment where students thrive and unlock their full potential.

#### **Services will be focused, but not limited, around the following:**

- Provide academic tutoring and supplemental intervention services for students with disabilities.
- Services must be available both in-person and via videoconference, based on student needs and family preferences.

- Match students with appropriately trained and experienced tutors within specified timeframes (10 days for virtual, 20 days for in-person).
- Read and understand each referred student's IEP goals and progress notes.
- Conduct an initial assessment within the first two tutoring sessions.
- Track and document scheduled, attempted, and completed services and provide monthly summaries to the District.
- Provide progress reports at trimester intervals or more frequently.
- Notify families when they are approaching the end of their allotted tutoring hours.
- Conduct a post-assessment before the final session and share the results with the District and family.

## Established Plan of Instruction



- **Access to Tutoring Services:** If virtual tutoring services are requested, the student must have access to a computer with an active internet connection. In-person tutoring typically occurs at the student's residence, however, if on-campus tutoring is preferred, the educational institution must designate and coordinate an appropriate space for tutoring activities.
- **Onboarding Timeline:** For in-person tutoring services, it generally takes approximately two weeks to establish a customized data tracking dashboard, assign instructors, assemble the necessary staff, and commence instruction within a new school district. In each district, an Educational Director from TME will be assigned to oversee tutors, provide essential support, and serve as the primary point of contact. In the case of virtual instruction, a new district can be onboarded swiftly, allowing students to commence tutoring within just five days. Students can be enrolled for tutoring services as needed throughout our engagement.
- **Assessment and Curriculum Development:** Tutor Me Education (TME) initiates the tutoring program with a research-based pre-test, aligned with the student's grade level and subject matter, or specific standardized tests such as iReady and Smarter Balanced diagnostics. The assessment outcomes inform the creation of an Individualized Learning Plan (ILP) tailored to the student's unique needs. To augment the curriculum, TME incorporates learning manipulatives directly related to the tutoring standard or strand. These manipulatives may vary depending on the grade level, subject matter, and educational requirements, and may include Educational Activity Cards and Flash Cards, particularly for STEM subjects and SAT/ACT/GED/CAHSEE test preparation. Subsequently, a post-assessment is administered to monitor progress and measure improvement.
- **Language and Communication:** Our staff possesses experience in working with students from Spanish-speaking demographics and those with limited literacy skills. For languages that we cannot directly communicate, TME provides translators to collaborate effectively with school administrators and staff, facilitating communication through various channels, such as mail, email, phone, or in-person meetings. This comprehensive approach ensures that students lacking access to technology or technological proficiency are accommodated. TME maintains ongoing

communication with family members, teachers, and case workers through regular check-ins by phone, emailed session notes, and other means.

- **Collaboration with Educational Institutions:** To foster effective collaboration, TME establishes communication with school teachers and necessary administrative personnel. This includes arranging meetings with teachers and education specialists from the Oakland Unified School District to discuss academic standings, the scope of services, and the creation of an ongoing reporting plan. The tutor is an integral part of this conversation, therefore communication is sustained via email, ensuring the active involvement of all parties. Our tutors play a critical role in aiding students' learning processes. They assist students in enhancing their comprehension of specific subject matter, setting educational goals, and guiding students toward achieving target objectives. Additionally, instructors support students in understanding specific standards and strands relevant to their learning goals.
- **Intervention Procedures:** In cases where resource parents, placement providers, or students cannot be reached after three failed attempts to schedule an assessment or tutoring session, TME will notify the school director and seek their assistance and intervention. Please find attached the Pre-assessment, Learning Plan, Progress Report, and Post Assessment at the end of this proposal for reference.

## ■ Approach to Delivering Tutoring Services

TME is committed to accomplishing the Scope of Work in the RFP, which outlines our responsibilities in delivering tutoring services and test preparation instruction for K-12 students. Our approach is centered on providing effective and personalized tutoring experiences that align with the goals of the Oakland Unified School District and the needs of each student.

- **Customized Tutoring Plans:** TME recognizes that each student has unique learning needs. Our approach begins with a thorough assessment of each student's academic strengths and areas requiring improvement. This initial assessment helps us create customized tutoring plans that are tailored to the specific needs and goals of each student.

**Example:** If a student in Grade 4 requires additional support in Reading comprehension, we design a tutoring plan that focuses on enhancing their comprehension skills. The plan may include targeted reading materials, comprehension exercises, and regular assessments to track progress.

- **Qualified Tutors:** TME employs highly qualified tutors with expertise in high-dosage tutoring services and test preparation instruction. Our tutors hold bachelor's degrees or higher from accredited institutions and must demonstrate previous experience working with students who have shown improvement, ensuring they have the necessary knowledge and skills to provide effective instruction. Tutors must be engaging and representative of the populations they are serving.

**Example:** A student struggling with Math in Grade 6 will be paired with a tutor who specializes in Math and who can address their specific challenges and guide them through the curriculum better.

- **Flexibility in Service Delivery:** We offer both in-person and remote synchronous tutoring options to accommodate the preferences of parents and students. The choice of tutoring format (in-person or remote) is made in consultation with the student's parents, ensuring flexibility and convenience.

**Example:** If a parent prefers in-person tutoring due to accessibility or scheduling constraints, we arrange for a qualified tutor to meet with the student at a convenient location, such as their school or a local library.

- **Parental Involvement:** TME places great importance on involving parents in the tutoring process. We maintain open lines of communication with parents, providing regular updates on their child's progress and discussing any adjustments needed to the tutoring plan.

**Example:** We schedule periodic meetings with parents to review assessment results, discuss their child's performance, and jointly determine the best strategies to support continued improvement.

- **Regular Assessment:** To track student progress, TME administers assessments at the beginning and end of each six-week tutoring session. These assessments provide a baseline for student performance and measure the progress made through tutoring.

**Example:** Pre-tutoring assessments help identify a student's specific areas of weakness in Mathematics. After six weeks of tutoring, a post-tutoring assessment demonstrates significant improvement in those areas, reinforcing the effectiveness of our approach.

- **Flexible Schedule:** TME allows for flexibility in the length and frequency of tutoring sessions to accommodate the preferences of both students and parents. This flexibility ensures that the tutoring schedule aligns with the unique needs of each student.

**Example:** If a student has extracurricular activities on certain days, we adjust the tutoring schedule to ensure that it does not conflict with these commitments, thus optimizing the learning experience.

TME's tutoring services are not only effective but also supplemental to the regular school day. Our approach is designed to complement and enhance the educational experiences of students, ensuring that our services serve as valuable supplements to their standard school curriculum. TME's tutoring programs are closely aligned with the curriculum and learning objectives of California's K-12 public education system. Our tutors are well-versed in state and national academic standards, ensuring that the content and strategies used in our tutoring sessions reinforce what students are learning in school.

We create individualized learning plans for each student based on their specific needs and goals. These plans are developed in consultation with parents and students and take into account the areas where additional support is required. TME recognizes the importance of accommodating students' and parents' schedules. We offer tutoring sessions that can be scheduled after the regular school day, on weekends, or during school breaks to ensure that our services do not interfere with the standard school curriculum. Our commitment to maintaining small group sizes (typically one to three students) ensures that each student receives personalized attention and support during tutoring sessions. This approach enhances the effectiveness of our supplemental services. TME also conducts regular assessments at the beginning and

end of each tutoring session to measure a student's progress. This enables us to demonstrate the effectiveness of our supplemental tutoring services in improving academic performance.

Finally, we actively involve parents in the tutoring process by maintaining open lines of communication, providing progress reports, and seeking their input and feedback. This collaborative approach ensures that parents are informed and engaged in their child's educational journey. In summary, TME's approach to providing supplemental tutoring services is rooted in alignment with school curricula, customization, flexibility, small group sizes, progress tracking, and strong parental involvement. We are dedicated to ensuring that our tutoring services complement and enrich the regular school day for students, supporting their academic success and overall educational growth.

Our approach to the requested Scope of Work reflects our commitment to delivering high-quality, tailored tutoring services that meet the academic needs and goals of K-12 students in California. We are dedicated to helping each student reach their full potential through our personalized, flexible, and effective approach.

### **Inclusive Program for All Students**

Our program is designed to be fully inclusive, catering to the needs of all students, including those with learning disabilities. Dr. Carl Provenzano, who holds a Ph.D. from the joint doctoral program in Special Education at the University of California, Berkeley, and San Francisco State University (SFSU), serves as a consultant to ensure that our methods and strategies are aligned to effectively serve students with disabilities. Dr. Provenzano's expertise and research are centered at the intersection of quantitative methods, literacy, and autism. He not only has a wealth of academic knowledge but also practical experience as a graduate student instructor for measurement in the social sciences and as an adjunct faculty member at SFSU. At SFSU, he teaches two courses, "The Nature of Autism Spectrum" and "Introduction to Disability." Furthermore, he serves as an instructor and advisor for Project ALLIES (Autism Language and Learning in Inclusive Educational Settings), a program designed to support educational professionals in working with learners on the autism spectrum. Drawing from his experience as a high school special education teacher, Dr. Provenzano incorporates inclusive practices into his own research, utilizing innovative approaches such as comic interventions and the implementation of universal design in the classroom. His specialized knowledge and practical background ensure that tutors working with students with disabilities are well-equipped and follow the most current research-based strategies.

In addition to our commitment to inclusivity, many members of our staff are fluent in Spanish. Our organization has extensive experience working with underprivileged youth, including those from Spanish-speaking demographics and those with limited literacy skills. Many of our tutors are native speakers in Mandarin, Korean, Tagalog, Armenian, Farsi, Japanese, Russian, French, and Vietnamese. For languages with which we may not have direct proficiency, we have access to skilled translators. We collaborate closely with school administrators and staff to accommodate the needs of these diverse families, whether it involves written communication, emails, phone conversations, or in-person meetings. Our comprehensive approach to communication ensures that even lower-income families without access to technology or with limited technological skills receive the support they require that are on the same level of those who do.

### **Virtual Tutoring Platform**

Students, teachers, and admin can access our platform through any desktop or on a mobile device through a mobile browser as well as through our mobile apps for the Android and IOS devices. Our proprietary platform includes multiple communication formats and alerts through email and SMS. This includes an early alert system that emails teachers and administrators session notes and identifies follow-up needed for struggling students.



All features on the platform, such as test prep and drop off review services, should be accessible through the mobile device. Our platform can be accessed seamlessly with a (Single Sign On) through Clever, Schoology, Google, or any other Learning Management System (LMS). It also provides accessibility for students with unique needs and learning challenges. Users will be able to see and speak to the tutor in a virtual face-to-face setting. (an audio component with an optional voice feature for learners not comfortable using a keyboard or text feature). Users also have access to an online whiteboard, resources, and private document storage. Additionally, users are able to share and upload documents in multiple formats (PDF, word document, Excel, PowerPoint etc.).

The screenshot displays the Tutor Me Education interface for booking a session. At the top, it says "Book an on-demand session with a tutor below or schedule a session with a hand-picked tutor". Below this are search filters: "Select Subject" (a dropdown menu) and "Search first name..." (a text input field). The page is set to "Pacific Daylight Time".

There are four tutor profiles listed:

- Aakansha (Kanch) S** (Ref: 4714): Subjects include Test Prep (SAT Math, SAT Reading), Math (AP Calculus AB, AP Calculus BC, AP Statistics, Algebra 1, Algebra 2, Algebra 3/4, Arithmetic, Calculus 1, Calculus 2, Calculus 3, Differential Equations, Discrete Math, Elementary, Finite Mathematics, Geometry, Multivariable Calculus, Pre-Calculus, Pre-Algebra, Statistics, Trigonometry), English (Reading, Essay/Writing Support, Literature, ESL/ELL), and Science (Biology, Chemistry). Profile: "Hi! My name is Aakansha. I graduated from BU in 2019 with a dual degree in Medical Sciences and Psychology. I have plenty of younger family members that I've helped with schoolwork since childhood and have been formally tutoring since high school. I love working with students, and I know how to a See More".
- Patsy M** (Ref: 5156): Subjects: Math (Arithmetic, Elementary), English (Reading, Essay/Writing Support, Literature, ESL/ELL). Profile: "Hello, I have been teaching K-12 online and offline for over 23 years. In that role I have taught students how to communicate effectively with each other, develop critical thinking skills, foster good self esteem and resolve conflicts peacefully. I am interested in this job because recent rese See More".
- Mikayla W** (Ref: 6738): Subjects: Math (Arithmetic, Elementary), English (Reading, Essay/Writing Support, Literature, ESL/ELL). Profile: "Hello, my name is Mikayla! I am currently a high school teacher and have been a tutor for about 6 years, working with students in subjects like English, Reading, Spanish (all levels up to AP and college), English and Reading ACT Prep, essay writing, ESL, and grammar and linguistical I receiv See More".
- Hadley S** (Ref: 2954): Subjects: Math (Algebra 1, Algebra 2, Elementary, Geometry, Pre-Calculus, Pre-Algebra), English (Reading, Essay/Writing Support, Literature, ESL/ELL), Science (Biology, Chemistry), Social Studies (Social Studies, History - Middle School, History - High School), French. Profile: "I'm a Brown University educated tutor who loves getting to know her students while sharing her passion for learning. I've lived and taught in France, Providence, Austin, and LA. I love to travel, read, and visit art museums. Students tell me that my ability to clearly outline complex ideas and help. See More".

Students have the option to create an anonymous, personalized account that unlocks extra learning and reinforcement features in order to provide continuity in learning. Students who set up a personalized account, the ability to tag and reconnect with their favorite tutors, access and review their previous online sessions and store homework files and assignments in a virtual locker for quick access both in and out of their learning sessions. Tutor Me Education provides a stable and secure learning environment that ensures full compliance with applicable privacy and security laws. Spanish speaking students can access the Tutor Me Education platform to easily access bilingual tutoring supports, including a language toggle that translates the full pre-session questionnaire and fact finding for English and non-English speaking school constituents.

### Instruction Aligned with California State Standards

While Tutor Me Education's instructional program and curriculum are tailored for students, they are with California state standards. TME has successfully shown an increase in overall grade scores and SAT/ACT exam scores per our research-based pre/post assessments and test-prep diagnostic. Part of our success is attributed to our strategies for engaging students and our ability to maintain quality and consistency among our instructors.

TME is continuously striving to stay abreast of the newest educational standards and tutoring/teaching/learning and test-taking strategies. TME is continually researching and reviewing the

newest and most up-to-date educational news, youth statistics, and research studies through the Children's Bureau, Resource Library from the American Academy of Pediatrics, and the Child Welfare Information Gateway. We have also noted all the newest updates of the state standards for ELA and Math on the Oakland Unified School District's State webpage, as well as researched through educational websites such as: Governor's Office - Office of Education, College and Career Ready Standards, State Board of Education, and Common Core to name a few, for the newest and most up to date information. Tutor Me Education tutoring program bases its tutoring on the state standards in correlation with what the Oakland Unified School District education specialist, resource parents, biological parents, school personnel specifications are in regards to the educational needs of that student and strategies for STEM subjects, SAT, ACT, and GED exams. Curriculum may vary from school to school which is why tutor communication with teacher, social worker, and admin staff are essential to filling these gaps in learning.

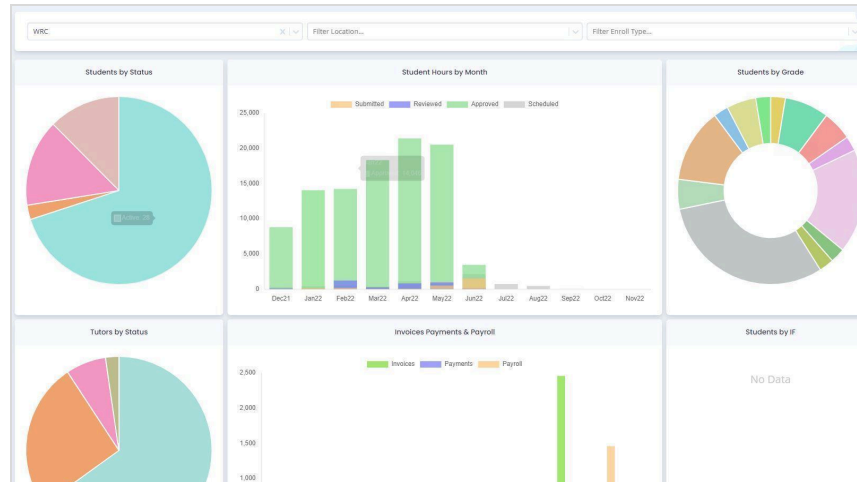
### ■ Tailored Teaching Strategies

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- Determining the student's academic, social and emotional level
- The enormous emotional burdens of grief, loss and uncertainty about the future can also impair a child's ability to concentrate, learn and acquire new skills. Supporting the student's development by ensuring routines are regular and that he or she has opportunities to practice needed skills and is alerted to any schedule changes.
- Structure materials and tasks to help the student achieve success, even if academics are a problem. Helping to offset the chaos in the student's life by providing structure and predictability in the classroom.
- Encouraging students to participate in holistic educational opportunities like after school programs, extra curricular activities, and special school events.
- Broaden the diversity of families depicted in the books and materials to include foster, adoptive and relative caregiving families.
- Keeping in mind that a youth in foster care (or one who has been adopted) may not be able to complete certain assignments as easily as their peers. For example, constructing a family tree or bringing in a baby picture may be difficult for a child who has been frequently and suddenly moved or has little contact with his or her birth family.
- Securing permission for a special activity such as a field trip can be problematic when the current caregivers do not have legal authority to give permission. It may take more lead-time than normal to get approval through the appropriate channels.

### ■ Reporting and Metrics

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Our program records all student sessions and all audio transcripts are recorded and available for review, as well as transcribed. Tutoring session transcripts include all interactions between the tutor and student, with content from the interactive whiteboard, voice communications, text chat, file sharing, graphing calculator tool, text editor tool and code editor tool to ensure a safe and secure environment. The quality of our services are maintained through a comprehensive feedback system based on metric reporting, student reviews, and academic improvement. In addition to a rigorous vetting and onboarding process, tutors must maintain a high student satisfaction rate (95% or better) for a tutor to continue on the platform. Our vetting process validates subject matter expertise through testing and we provide a tutor quality control program/professional development to maintain tutor quality.

Our company and services are extremely data driven. School districts and admin will have instant access to over 185+ metrics. Easy access to usage data for the department’s faculty and staff can be accessed through an on-demand dashboard and on-demand reporting system. Our reports are broken down by district, school building, grade, etc and include:

- Charts, graphs, and trend analysis
- Grade level and subject
- By granular scope/topic
- Exit survey results
- Student comments and feedback
- Ability to add a custom survey to collect additional information
- Ad-hoc reporting of sessions by day and hour upon request
- Ad-hoc reporting of sessions by subject by request
- Any support issues can be directed to our in-house technology team, 24/7

Any support issues can be directed to our in-house technology team, 24/7. Additionally, we have a team of professionals dedicated to providing technical support via phone and email, 7 days a week, including evening hours.

### Quality Assurance

Tutor Me Education places a paramount emphasis on delivering a tutoring program that not only meets but consistently exceeds the expectations of the Oakland Unified School District. Our approach to quality assurance encompasses a comprehensive set of practices aimed at ensuring the effectiveness, efficiency, and ongoing enhancement of our tutoring services.

- **Regular Monitoring, Auditing, and Evaluation:** TME implements a rigorous process of monitoring, auditing, and evaluating tutoring sessions. This involves periodic reviews of session recordings, assessment of student progress, and continuous feedback from both students and educators. Our experienced team will meticulously analyze the quality of interactions, the relevance of instruction, and the attainment of learning objectives.
- **Tutor Training and Development:** We maintain a commitment to ongoing tutor training and development. Our tutors undergo regular professional development sessions to stay updated on instructional methodologies, curriculum changes, and best practices in virtual tutoring. This ensures that our tutors are equipped with the latest tools and techniques to provide effective instruction.
- **Performance Metrics and Data Analysis:** TME has established key performance metrics to measure the success of the program. These metrics include student engagement, learning outcomes, session effectiveness, and more. By leveraging data analysis, we will identify trends and areas of improvement to refine the tutoring experience continually.
- **Student Feedback and Satisfaction Surveys:** We actively seek input from students regarding their experience with the tutoring program. Regular surveys will provide valuable insights into the program's strengths and areas for improvement. This feedback-driven approach allows us to adapt and tailor our services to the specific needs of the Oakland Unified School District students.
- **Collaborative Feedback Sessions:** TME is committed to a collaborative partnership with the Oakland Unified School District. We are fully willing to engage in regular meetings with district staff to discuss program outcomes, address potential issues, and explore avenues for growth and improvement. These feedback sessions will foster an environment of open communication, enabling us to align our services with the Oakland Unified School District's evolving requirements.

Data-driven instruction is at the heart of TME's approach to providing high-quality tutoring services. TME employs a robust data collection and analysis process to monitor student progress and identify areas for improvement. We track and analyze various metrics, including pre and post-assessment results, standardized test scores, attendance rates, and session completion rates which are accessible by district staff through our transparent platform. By analyzing these data points, we gain insights into student learning patterns, strengths, and challenges. For example, if we notice a group of students struggling with a specific concept, we adjust our curriculum and teaching methods accordingly to address those challenges.

## ■ Transparent Technology, Reporting, and Case Management

We have previous experience with working with 40+ campuses and can easily serve beyond that amount. Each campus will have a custom webpage and log in which students and faculty can access to request tutoring, conduct online video sessions, and review reports. We pride ourselves on providing transparency and are able to provide all the needed documentation that is expected. Tutor Me Education uses a powerful and reputable tutoring information platform and database that is used with dozens of school districts and education departments across the United States for over 20 years. Tutor Me Education will provide all the needed documentation such as Certificate of Supplemental Instructions, attendance logs, session notes about what was covered in the session and all tutor requirements, qualifications, and documentation as needed and specified in this RFP. Each student will have a well maintained and up-to-date file with progress reports and assessment scores stored securely. Tracking all tutor sessions and tutoring lessons as well as providing custom metrics and monthly reports of student tutoring usage, notes of what was covered during each session, and invoices to the department staff as requested that match the sessions/hours input and reported by the tutors. We will submit summary and progress reports for each student on a quarterly basis (or as required) electronically to the contract manager. Reports will also include information on the number of referrals received, number of children served, number of tutoring hours provided, number of children who completed the tutoring program, and other information to measure progress towards program outcomes that address three basic questions:

1. How much work was done?
2. How well was it done?

**3. Who benefitted as a result of the work?**

### III. Annual Cost To The District-Fee/Service Rate

Annual Pricing	\$150/hr
Additional Fees or Special Request Costs	N/A

Tutoring includes Pre & Post Assessments, Comprehensive Online Platform, Lesson Plans, Progress Reports, Session Notes, Test-Prep Diagnostics, Monthly District Reporting & Metrics, **Mandated Reporter Training, Trauma Informed Training**, and dedicated 24/hr support. Hourly cost for instruction and tutoring is calculated by hourly commitment made from the school/district.

■ Pre- and Post-Assessments	-	\$0
■ Lesson Plans	-	\$0
■ Progress Reports	-	\$0
■ Test-Prep Diagnostics	-	\$0
■ Data Analysis, Summary Reports, and Recommendations	-	\$0
■ Comprehensive Online Learning Management Platform License	-	\$0/hr
■ Travel Cost	-	\$0
■ Hour Reduction Fee (<20 Hours/Week)	-	\$20
■ Hardware/Software Costs	-	N/A
■ Connecting Devices Costs	-	N/A
■ Software Customization Costs	-	N/A

#### Pay-As-You-Go Model

##### In-Person & Virtual Instruction

Tutor Me Education activates licenses, sets program up, and starts professional development, instruction, and training, then invoices on a monthly basis upon services rendered.

High-Dosage Group Tutoring (4+ students)	\$39/hr per student
1-1 Special Education Tutoring for Compensatory Education	\$150/hr per student
1-1 General Tutoring (High-Dosage)	\$99/hr per student
ABA Therapy	\$170/hr per student
Speech Therapy/Occupational Therapy	\$150/hr per student

*\*All tutors contracted for less than 20-25/hrs per week will be subject to an hourly reduction fee.*

*\*Comprehensive rate includes instruction and lesson planning*

## IV. Experience, Qualification and References

### ■ Qualifications and Experience

Tutor Me Education's (TME) qualifications to provide tutoring services to students part of the Oakland Unified School District are extensive in experience, demographics, and modality. **TME has over 12 years of experience working with elementary, middle, highschool, college, and graduate students** in conjunction with contracted programs through Alhambra Unified School District (AUSD), Bassett Unified School District (BUSD), Bernal Heights Neighborhood Centers, Burbank Unified School District (BUSD), California State University, Dominguez Hills (CSUDH), Chino Valley Unified School District (CVUSD), Claremont Unified School District (CUSD), Fairfield Suisun Unified School District (FSUSD), Fremont Unified School District, King-Chavez Neighborhood of Schools, Los Angeles County of Education (LACOE), Los Angeles Room & Board, Los Angeles Unified School District (LAUSD), Madera County Superintendent of Schools (MCSOS), Magnolia Science Academy Schools (MSAS), Montebello Unified School District (MUSD), Orange Unified School District (OUSD), Palm Springs County Office of Education (PSCOE), Palm Springs Unified School District, Pomona Unified School District (PUSD), Roseland Unified School District (RUSD), Sacramento City Unified School District (SCUSD), San Diego Unified School District (SDUSD), San Francisco County Office of Education, San Francisco Unified School District (SFUSD), Sonoma County Office of Education (SCOE), Tulare County Department of Education (TCDOE), Twin Rivers Unified School District (TRUSD), University of California, Los Angeles (UCLA), University of California, San Diego (UCSD) - Office of Academic Support and Instructional Services (OASIS), University of San Diego, Los Angeles (UCSD) - Foster Youth Hope Scholars, and many more. Our responsibilities and services have included but were not limited to:

- Successfully understanding and adapting to students educational needs per differences in ethnicity, culture, and privilege.
- Ability to successfully recruit and retain youth from both English and Spanish speaking backgrounds.
- Helping both traditional and non-traditional learners meet their educational goals by providing customized and innovative educational tutoring services that go beyond academic achievement and also consider social, behavioral, and emotional strengths.
- Using current, research-based curriculum to enhance tutoring services. TME has provided tutoring services and worked with schools, students, social workers, and their families utilizing the most current curriculum and learning methods. TME has used measures to evaluate youth success and shown improvement in students testing skills, matriculation rates, college acceptance rates, and career readiness.
- Using the most current curriculum and pre/post assessments that are aligned with the Academic State Standards, we are able to measure improvement from the start to the end of tutoring.
- Utilizing experienced staff and tutors who not only provide their knowledge, understanding and experience when tutoring but they also build communication with the school, social worker and the parents to ensure that at-risk youth receive strong support while successful students transition out.
- Providing the necessary legwork and travel to provide tutoring services where they are most needed and/or requested. Tutor Me Education has provided tutoring in very remote areas as well as Online. We have the ability to find highly qualified tutors where needed, as well as build relationships with the schools for which we provide tutoring services.
- Having the ability to be financially sound and able to function as an individual financially sound tutoring company and compensate our tutors as specified by the contract for as long as needed. We also provide all the educational tutoring supplies needed for our tutors to be able to provide high quality tutoring services.

Enhancing communication between the school, the parent and the student. We provide state-standard aligned Diagnostic Exams, practice tests, session notes, monthly progress reports and communication between all parties as well as progress reports that are individualized and give feedback on the students'

progress and/or ideas on how to enhance their student's learning at home. With all of our partnerships we have been able to see significant improvement at the student, school, district, and state level. Our expertise lies in creating a seamless A-Z solution for our partners that is tailored to their goals and provides systematic monitoring and transparent reporting.

## Extensive Experience in Serving Diverse Student Populations

TME boasts a wealth of experience in working with students spanning from K-12 to the college and graduate levels. We have successfully collaborated with a wide array of educational institutions, including school districts, non-profit organizations, private institutions, colleges, and universities, all of which share similar educational needs. Over the past two years alone, we have been engaged in more than 60 contracts, demonstrating our commitment to providing high-quality educational services. These contracts encompass a diverse range of institutions and underscore our adaptability and effectiveness in meeting various educational requirements. The students we serve represent a rich tapestry of backgrounds and demographics. Our inclusive approach extends support to native English speakers, Spanish and foreign-speaking students, foster youth, low-income individuals, disadvantaged students, Native American communities, and those with learning disabilities, among others.

While our tutors tailor their services to address the unique needs and cultural backgrounds of each student, one aspect remains unwavering: the **exceptional quality of our services**. Regardless of their background or circumstances, all the students we work with receive the same high-quality tutors and educational services. The foundation that TME stands on is our commitment to bridging educational gaps and ensuring that every student has access to the resources and support they need to succeed.

## Key Personnel

The efficacy of teaching methodology and alignment of core curriculum is guided by multiple educational consultants who have served in key educational roles in the U.S. Department of Education, US house of representatives, and multiple at-risk youth programs for over 20 years. The following team will be dedicated to serving your students:

**Dr. Daniel Mak, Principal/Partnership Director.** As a Senior Partnership Director, Dr. Daniel Mak is determined to ensure operational success of this program by serving as a liaison, at-risk youth advocate, and main point of contact. His experience in academia reaches beyond graduate level instruction at the University of California, Los Angeles (UCLA) and University of California, San Francisco (UCSF). He has successfully collaborated with programs to systematically provide quality services at the federal, state, university, and district level.

**Elliot Farahnik, Accelerated Learning Specialist.** Elliot Farahnik has spent countless years of experience serving foster youth through school districts, educational services, and by collaborating with social workers. He has planned, developed and implemented trauma-informed curriculum lessons for instructors tutoring at-risk students and severely profound special education self-contained students. Also, he has created individualized education plans consistent with the district's educational philosophy for supporting student needs. Planned, developed and implemented behavior intervention for SED and emotionally disturbed (ED) students. Planned and identified student's needs consistent with the IEPs and in accordance with the California state philosophy to support student's needs. Finally, he has utilized scientific, research-based State designated curricula and strategies to increase student outcomes academically, behaviorally, and socially.

**Kevin C., Director Of Academic Services.** Kevin has worked as a director in education for over 12 years. Education and mentorship has always been his passion. Throughout his career, he has worked with hundreds of students to help them achieve their academic and personal goals through tutoring and



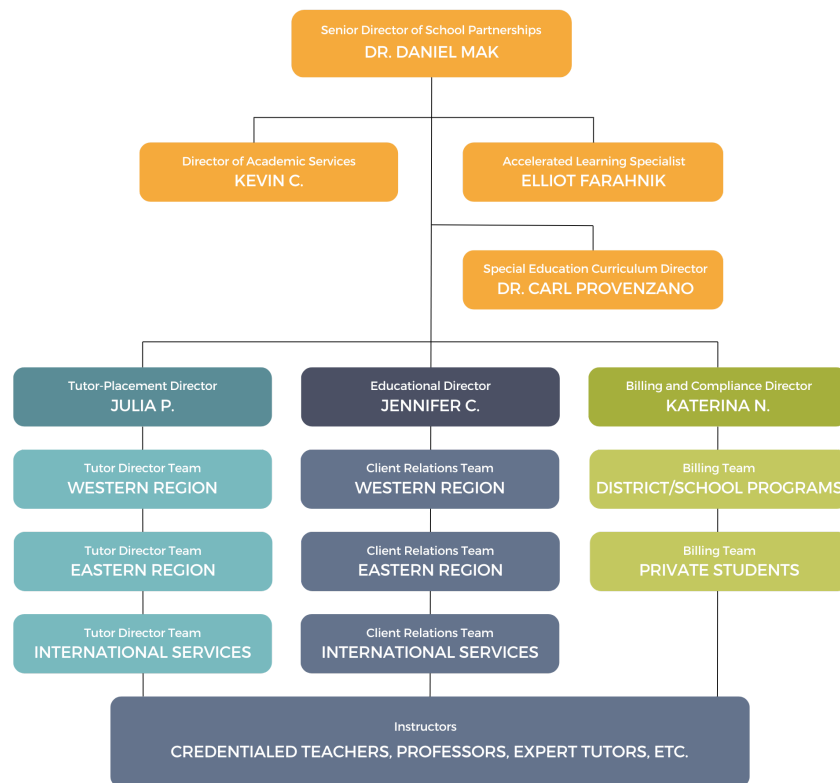
preparing students for the college application process. In addition to tutoring, he holds on-site school workshops for over a decade from elementary to high school level.

**Julia P., Tutor Placement Director.** Julia has worked in academia for over a decade by serving as both a reading specialist and curriculum developer for special needs students. More importantly she has helped facilitate thousands of successful tutor-student placements for dozens of at-risk youth partnerships through multiple districts. Julia has mastered the nuances behind creating an engaging and meaningful experience for disadvantaged students by securing them with quality instructors and mentors; she continues to monitor each student’s progress and feedback to ensure the success of each one of our programs.

**Dr. Provenzano, Special Education Curriculum Director,** Carl has received his Ph.D., from the joint doctoral program in Special Education with University of California, Berkeley, and San Francisco State University (SFSU), specializes and conducts research at the intersection of quantitative methods, literacy, and autism. He is a graduate student instructor for measurement in the social sciences, and currently, adjunct faculty at SFSU.

**Jennifer C., Educational Director.** Jennifer spent several years as a private tutor of English, history, writing, and test prep. She later served as a private homeschool teacher for students in middle and high school, teaching full curriculum for 8th, 9th and 12th grade. Jenn is also a Lindamood-Bell trained reading specialist and has worked one on one with reading students of all ages and learning levels. She has written and implemented learning plans for students of all ages including pre-k and adults. Jenn has extensive experience working with children on the Autism spectrum and other learning differences such as dyslexia, dyscalculia and ADHD.

## Organizational Structure



Tutor Me Education assigns a full-time program educational director who will be dedicated to working around the clock to ensure students are satisfied, the program is effective, and provide 24-hour support. With over 87 team members and 8,800 instructors, TME is equipped with leadership and support needed

to ensure student success and transparent reporting with each of our partners. We plan to allocate 5 full time staff exclusively for your program which will include a Liaison, Educational Specialist, Curriculum Development Director, Tutor-Placement Director, and Billing Director. Please find our organizational chart showing the structure of TME's tutoring, mentoring, and special education division:

## Financial Soundness

Tutor Me Education has been providing tutoring with private clients, programs, school districts, universities and other institutions for over 12 years to almost every metropolitan city in the United States. TME is a for-profit, financially sound company that is profitable, and has never had any liabilities. Our company has multiple revenue streams including technology and the private market. Thus, our organization has been structured to ensure consistent quality of services and instructors for all clients and partnerships.

## Tutor Qualifications

Tutor Me Education has stringent experience and qualifications requirements for hiring tutors, ensuring that we bring highly qualified and dedicated educators into our organization. TME ensures that its tutors possess the required educational qualifications to deliver high-quality tutoring services. Additionally, we put a huge emphasis on hiring tutors who are personable, engaging, and are representative of the populations they are serving. Our commitment to delivering top-notch tutoring services is reflected in the following comprehensive qualifications and experience criteria:

- **Educational Qualifications:** TME tutors are required to hold a Bachelor of Arts (BA) or Bachelor of Science (BS) degree from an accredited institution. This foundational educational requirement ensures that tutors have a solid academic background to effectively support students in diverse subject matters.
- **California Teaching Certificate:** In addition to their Bachelor's degrees, many tutors possess an active California teaching certificate. This certification demonstrates that tutors have undergone formal training and meet the state's standards for teaching and educational competence.
- **Proven Tutoring/Teaching Experience:** TME tutors are selected based on their extensive experience in tutoring students. They are required to have a minimum of four years of experience working with students, indicating their proficiency in providing academic support.
- **Background Checks:** Tutors undergo rigorous background checks to ensure their suitability for working with students. These checks include Life Scan Clearance, Central Registry, LEIE (Office of Inspector General Exclusions Database) checks, and Notarized Criminal Self Disclosure. These checks are conducted in accordance with Education Code Section 45125.1 and procedures established by the California Department of Justice and FBI.
- **Fingerprint Clearance:** Tutors are subject to fingerprint clearance, known as "IVP" (Identity Verified Prints), to ensure that none of the tutors have been arrested or convicted of a serious felony, as defined by the California Penal Code. This additional layer of screening helps maintain a safe and secure learning environment for students.
- **Health Clearances:** Tutors are required to clear TB (Tuberculosis) testing requirements, and certificates from examining physicians are maintained on file to confirm that each tutor is free from active tuberculosis.
- **Training and Orientation:** TME tutors undergo a rigorous tutor orientation that covers a wide range of topics, including trauma-informed practices, differentiated instruction, classroom management, code of conduct/ethics policies, Child Abuse Mandated Reporter Training provided by the California Department of Social Services, personalized placement processes, and individual student and school-specific tutoring needs.
- **Ongoing Professional Development:** Tutors participate in ongoing training seminars, courses, and conferences to stay current with best practices in education and tutoring. They are encouraged to

attend regional education conferences and are equipped to attend CSE (Committee on Special Education) or annual review meetings as required by the Oakland Unified School District staff.

TME's comprehensive qualifications and experience requirements for hiring tutors reflect our commitment to excellence in education. Through these stringent qualifications, checks, and ongoing professional development opportunities, TME ensures that its tutors possess the necessary educational qualifications and experience to deliver effective and impactful tutoring services to students in California. This commitment to tutor quality and professionalism aligns with TME's dedication to raising academic outcomes and empowering parents, as outlined in the Oakland Unified School District's mission.

## ■ Staff Training and Professional Development

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TME standards for highly qualified teaching staff do not stop during the hiring process. We place a strong emphasis on staff training and professional development to ensure that our tutors and instructors are equipped with the necessary skills and knowledge to provide high-quality educational support. All new tutors and instructors participate in a comprehensive tutor orientation program. This orientation covers various aspects, including TME's mission and values, code of conduct/ethics policies, and an overview of trauma-informed practices. Tutors also receive training on compliance and quality management, ensuring they understand the documentation and reporting procedures required by TME. We ensure that our tutors receive mandatory training to address critical areas of expertise. These trainings include:

- **Child Abuse Mandated Reporter Training:** Tutors complete the free online Child Abuse Mandated Reporter Training provided by the California Department of Social Services. This training equips tutors with knowledge on recognizing and reporting child abuse or neglect.
- **Special Education and Diverse Learners:** Tutors receive training on tutoring students with special needs, adult learners, and other diverse student populations. This training enhances their ability to adapt instruction to meet individual student needs and provide inclusive support.
- **Emotional Intelligence and Communication Techniques:** Tutors participate in training sessions that focus on emotional intelligence, effective communication techniques, and understanding learning styles. These skills enable tutors to establish positive rapport with students, foster meaningful connections, and tailor instruction accordingly.
- **Trauma-Informed Practices:** TME recognizes the impact of trauma on learning and behaviors. Tutors receive training on trauma-informed practices to create a safe and supportive learning environment for students who have experienced trauma.

TME also encourages tutors to engage in ongoing professional development to enhance their skills and stay up to date with educational best practices. Tutors are encouraged to attend regional education conferences, seminars, and courses that align with their areas of expertise and the needs of the students they serve. This continuous professional development ensures that tutors are equipped with the latest research-based strategies and instructional approaches.

## ■ References

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We have served over a million students throughout our 450+ contracts. Kindly refer to references attached in this proposal as well as a limited list of similar contracts (in size or scope). Please see the attached reference form for more details.

# ATTACHMENTS

**Demonstrated Effectiveness (Study 1)**

- a. Analysis of assessment data from tutoring programs by a third party evaluator, examined the impact of our tutoring and test-prep program on student achievement and is described below.
- b. During the 2018-2019 academic calendar, grade 4-12 students enrolled in our tutoring program completed pre and post assessments in Math, Reading & Language Arts. Parents also completed anonymous satisfaction surveys online at the end of the program. Sample size and levels of statistical significance are listed in tables below. Statistically significant differences (denoted by p-values) are highlighted in green. For statistical analysis of program effectiveness, non-parametric Wilcoxon Signed-rank tests were conducted to analyze data. In this case, these tests evaluate the difference between pre and post assessment scores and "parent satisfaction survey scores" using paired sample data collected at two points in time. This test selection was appropriate to determine the level of significance in student gain scores because the data were paired and the sample sizes were not uniform, often too small to run classical tests of hypotheses. Significance levels based on overall student gains for 2018-2019 were analyzed and were highly significant beyond the .0001 level, meaning these differences would happen by chance less than 1 time in 10,000 observations. See analysis of the data in the charts below.

c.

2018-2019 Analysis Evidence of Academic Growth			
Subject	Grade	N Value	P Value
Mathematics	4	35	0.001
Reading and Language Arts	4	28	0.001
Mathematics	5	54	0.001
Reading and Language Arts	5	13	0.001
Mathematics	6	26	0.001
Reading and Language Arts	6	12	0.001
Mathematics	7	29	0.001
Reading and Language Arts	7	18	0.001
Mathematics	8	31	0.001
Reading and Language Arts	8	35	0.001
Mathematics	9	24	0.001
Reading and Language Arts	9	55	0.001
Mathematics	10	34	0.001
Reading and Language Arts	10	27	0.001

Mathematics	12	24	0.001
Reading and Language Arts	12	14	0.001

d.

Parent Satisfaction Survey Results	N=142 Parents		
	2018-2019		
Question	Disagree	Neutral	Agree
I received a progress report every month	0	2	140
I felt my student benefited from this program	0	0	142
I was happy with my child's tutor	1	0	141
My child's tutors were courteous and professional	0	0	142
My child is doing better in school as a result of tutoring	0	2	140
I was able to contact my child's tutor whenever I needed assistance	2	0	140
The progress report was easy to understand	1	11	130

### Demonstrated Effectiveness (Foster Youth Case Study)

- a. Analysis of data from foster youth programs by internal evaluation, examined the impact of our tutoring program on foster youth matriculation rates, (high school degree and college degree), and career readiness. When compared to a baseline and national statistics our students did exceptionally better. This study evaluated the impact of Tutor Me Education's Tutoring Program on outcomes during highschool and college for foster youth. Foster youth includes collection and analysis of information from three sources: (1) High School Foster Youth, (2) College Foster Youth, and (3) National Foster Youth Statistics. The study examined whether extending Tutor Me Education's Tutoring Program influenced youths' outcomes.

Tutor Me Education Intervention Effects On Foster Youth Matriculation	N=762 Students 2017	N=813 Students 2019	Matriculation Improvement
Foster Youth	Pre Tutor Me Education Intervention	Post Tutor Me Education Intervention	
Program-Specific High School Foster Youth Matriculation	63%	94%	31%
Program-Specific College Foster Youth Matriculation	54%	88%	34%
National Foster Youth Matriculation	~50%	~50%	



**Dr. Donald Snead**  
**Associate Professor of Education**  
**Department of Educational Leadership**  
**Box 536**

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Achieve is a criterion-reference test which meets the generally accepted standards of validity and reliability set forth in "Standards for Educational and Psychological Testing" (1999), published by The American Research Association. The test is multiple-choice in nature and covers areas in Reading/Language Arts and Mathematics for grades K-12. The test was developed by a group of educational experts and designed to meet state curriculum standards. In selecting test items, consideration was given to test validity and reliability. Validity refers to how well a test measures what it is designed to measure (Mason, 1989). According to Van Dalen (1979) an investigator may check one or more types of validity (content, criterion-related validity, and construct validity) in order to determine the test validity. Van Dalen further asserts that content validity is most widely used in achievement tests and mostly concerned with the degree to which a test measures an intended content area.

To ensure content validity, Achieve considered the amount of testing time and types of test items based on compatible standardized test used in the state. The group of educational experts who wrote the test items examined both the state curriculum adapted by the Department of Education and released items from previous used standardized test that the state has used for assessing student achievement. Test items are then written based on these considerations because the questions were appropriate for the target

population, clearly worded, and contained appropriate vocabulary. Each item is carefully designed to align with a state standard as dictated by K-12 grade Reading/Language Arts and Mathematics curriculum. In developing the test, a list of objectives on each unit was compiled to determine subject validity for these test items. A matrix was constructed linking objectives and test questions.

To determine an index as it relates to criterion-related validity, the test was administered to a group of students for comparison with a previous administered achievement test that had been adapted by the state. A statistical test was performed on the test scores of the students. The statistical analyses determined the predictive validity coefficient range for the Reading/Language Art tests (Words/Phrases, Main Idea/Purpose, Comparison, and Reference/Research) as 0.819 to 0.878.


A second important characteristic of a test is reliability, the dependability and the consistency, or trustworthiness of the score. Reliability is the degree to which a test consistently measures what it proposed to measures. That is if one used a test several times with the same sample population under the same treatment conditions, and the test was reliable, then one would get approximately the same score each time. The reliability of the test was determined from the application of one of the Kuder-Richardson formulas, which are based on the proportion of persons correctly answering each item and the standard-deviation of the scores. The results were analyzed by statistical software package and the reliability coefficient was 0.81 for the Reading/language Arts and 0.79 for the Mathematic Assessment test.



Test Result - Achieve Pre Test 03-25-20

██████████s

Student: ██████████  
 Student ID: 1786  
 Grade: U (tested grade , LAMA)  
 School: Online  
 School#:  
 Homeroom Teacher:  
 Provider Contact: Daniel C. Mak Tel: 310-896-8625 Email:

 Mastery (M)

 Partial Mastery (PM)

 Non Mastery (NM)

Benchmarks	Mastery Level	Question Number	Correct Answer	Student Answer	Correct? Y or N	Number Correct	% Correct
Algebraic Thinking	NM	45	B	B	Y	1	25%
		46	D	A	N		
		47	C	A	N		
		48	A	D	N		
Author's Purpose & Plot	M	9	D	D	Y	3	75%
		23	A	A	Y		
		28	C	C	Y		
		40	D	A	N		
Cause & Effect	M	5	D	D	Y	4	100%
		19	D	D	Y		
		27	A	A	Y		
		36	C	C	Y		
Compare & Contrast	M	4	A	A	Y	4	100%
		12	C	C	Y		
		18	B	B	Y		
		35	B	B	Y		
Data Analysis	PM	77	C	C	Y	2	50%
		78	A	B	N		
		79	D	B	N		
		80	B	B	Y		
Drawing Conclusions	M	7	C	C	Y	3	75%
		21	B	B	Y		
		30	D	D	Y		
		38	D	A	N		
Geometry	NM	61	B	D	N	1	25%
		62	D	C	N		
		67	B	D	N		
		68	A	A	Y		
Library Reference Skills	M	13	A	A	Y	3	75%
		14	A	A	Y		
		31	B	B	Y		
		44	C	D	N		
Main Idea	M	1	C	C	Y	3	75%
		11	D	B	N		
		15	B	B	Y		
		32	C	C	Y		

Making Inferences	M	6	A	A	Y	4	100%
		20	B	B	Y		
		25	D	D	Y		
		37	B	B	Y		
Measurement	PM	57	A	A	Y	2	50%
		58	D	B	N		
		59	D	D	Y		
		60	C	A	N		
Number Sense & Concepts	NM	63	A	D	N	0	0%
		64	C	D	N		
		65	D	A	N		
		66	C	A	N		
Operations	NM	73	C	A	N	1	25%
		74	C	C	Y		
		75	D	C	N		
		76	A	B	N		
Problem Solving	NM	69	B	C	N	1	25%
		70	C	C	Y		
		71	D	B	N		
		72	D	A	N		
Sequencing	NM	3	B	B	Y	1	25%
		17	C	A	N		
		34	D	B	N		
		42	A	C	N		
Spatial Sense	PM	53	C	A	N	2	50%
		54	B	B	Y		
		55	A	A	Y		
		56	B	A	N		
Statistics & Probability	PM	49	D	D	Y	2	50%
		50	C	D	N		
		51	A	A	Y		
		52	C	A	N		
Summarizing	M	10	D	D	Y	3	75%
		24	D	C	N		
		41	C	C	Y		
		43	D	D	Y		
Supporting Details	PM	2	C	C	Y	2	50%
		16	A	A	Y		
		26	C	D	N		
		33	A	B	N		
Vocabulary	M	8	B	B	Y	4	100%
		22	C	C	Y		
		29	A	A	Y		
		39	B	B	Y		
Student Totals	Total No. Of Questions	Total No. Of Correct Answers	Overall % Correct	Total No. of Incorrect Answers	Overall % Incorrect		
	80	46	58%	34	43%		

**Learning Plan (LP)**

Student: [REDACTED]  
Student ID: 1786  
Grade: U  
School: Online, Tutor Me LA  
School#:  
Homeroom Teacher:  
Provider Contact: Daniel C. Mak Tel: 310-896-8625 Email:

## Test Results:

Date	Test	Score	GE	Area
03-25-20	Achieve Pre Test - LAMA	46/80 (58%)	9.9	
Notes: Online test started:01:51 PM ended:09:14 AM				

## Student Learning Plan Goals

**CC.A.Algebra:** By the end of service the student will demonstrate increased mastery with targeted Algebra benchmarks as measured by performance assessment and portfolio work sample.

**CC.A.Algebra:** By the end of service the student will demonstrate increased mastery with targeted Algebra benchmarks as measured by performance assessment and portfolio work sample.

**CC.F.Functions:** By the end of service the student will demonstrate increased mastery with targeted Functions benchmarks as measured by performance assessment and portfolio work sample.

**CC.G.Geometry:** By the end of service the student will demonstrate increased mastery with targeted Geometry benchmarks as measured by performance assessment and portfolio work sample.

**CC.N.Number and Quantity:** By the end of service the student will demonstrate increased mastery with targeted Number and Quantity benchmarks as measured by performance assessment and portfolio work sample.

## Objective for CC.A.Algebra

**Instructional Focus:** Mathematics (Algebra)

**Progress Monitoring and Assessment Methods**

Work Samples, Tutor Observations, Student Portfolio

**Standards**

- 1) Use the structure of an expression to identify ways to rewrite it. For example, see  $x^4 - y^4$  as  $(x^2)^2 - (y^2)^2$ , thus recognizing it as a difference of squares that can be factored as  $(x^2 - y^2)(x^2 + y^2)$ . (A-SSE.2.)
- 2) Choose and produce an equivalent form of an expression to reveal and explain properties of the quantity represented by the expression. (A-SSE.3.)
- 3) Rewrite simple rational expressions in different forms; write  $a(x)/b(x)$  in the form  $q(x) + r(x)/b(x)$ , where  $a(x)$ ,  $b(x)$ ,  $q(x)$ , and  $r(x)$  are polynomials with the degree of  $r(x)$  less than the degree of  $b(x)$ , using inspection, long division, or, for the more complicated examples, a computer algebra system. (A-APR.6.)

## Objective for CC.A.Algebra

**Instructional Focus:** Mathematics (Algebra)

**Progress Monitoring and Assessment Methods**

Work Samples, Tutor Observations, Student Portfolio

**Standards**

- 1) Create equations in two or more variables to represent relationships between quantities; graph equations on coordinate axes with labels and scales. (A-CED.2.)
- 2) For a function that models a relationship between two quantities, interpret key features of graphs and tables in terms of the quantities, and sketch graphs showing key features given a verbal description of the relationship. Key features include: intercepts; intervals where the function is increasing, decreasing, positive, or negative; relative maximums and minimums; symmetries; end behavior; and periodicity. (F-IF.4.)

## Objective for CC.F.Functions

**Instructional Focus:** Mathematics (Functions)

**Progress Monitoring and Assessment Methods**

Work Samples, Tutor Observations, Student Portfolio

**Standards**

- 1) Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication; add, subtract, and multiply polynomials. (A-APR.1.)
- 2) Solve quadratic equations in one variable. (A-REI.4.)
- 3) Recognize that sequences are functions, sometimes defined recursively, whose domain is a subset of the integers. For example, the Fibonacci sequence is defined recursively by  $f(0) = f(1) = 1$ ,  $f(n+1) = f(n) + f(n-1)$  for  $n$  greater than or equal to 1. (F-IF.3.)

Objective for CC.G.Geometry

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**Instructional Focus:** Mathematics (Geometry)

**Progress Monitoring and Assessment Methods**

Work Samples, Tutor Observations, Student Portfolio

**Standards**

- 1) Solve systems of linear equations exactly and approximately (e.g., with graphs), focusing on pairs of linear equations in two variables. (A-REI.6.)
- 2) Solve a simple system consisting of a linear equation and a quadratic equation in two variables algebraically and graphically. For example, find the points of intersection between the line  $y = -3x$  and the circle  $x^2 + y^2 = 3$ . (A-REI.7.)
- 3) Expressing Geometric Properties with Equations (G-GPE.)
- 4) Use geometric shapes, their measures and their properties to describe objects (e.g., modeling a tree trunk or a human torso as a cylinder). (G-MG.1.)
- 5) Apply geometric methods to solve design problems (e.g., designing an object or structure to satisfy constraints or minimize cost; working with typographic grid systems based on ratios). (G-MG.3.)

Objective for CC.N.Number and Quantity

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**Instructional Focus:** Mathematics (Number and Quantity)

**Progress Monitoring and Assessment Methods**

Work Samples, Tutor Observations, Student Portfolio

**Standards**

- 1) The Real Number System (N-RN.)
- 2) Extend the properties of exponents to rational exponents.
- 3) Explain how the definition of the meaning of rational exponents follows from extending the properties of integer exponents to those values, allowing for a notation for radicals in terms of rational exponents. For example, we define  $5^{1/3}$  to be the cube root of 5 because we want  $(5^{1/3})^3 = 5^{(1/3)^3}$  to hold, so  $(5^{1/3})^3$  must equal 5. (N-RN.1.)
- 4) Rewrite expressions involving radicals and rational exponents using the properties of exponents. (N-RN.2.)
- 5) Use properties of rational and irrational numbers.
- 6) Explain why the sum or product of two rational numbers is rational; that the sum of a rational number and an irrational number is irrational; and that the product of a nonzero rational number and an irrational number is irrational. (N-RN.3.)
- 7) Quantities (N-Q.)
- 8) Reason quantitatively and use units to solve problems.
- 9) Use units as a way to understand problems and to guide the solution of multi-step problems; choose and interpret units consistently in formulas; choose and interpret the scale and the origin in graphs and data displays. (N-Q.1.)
- 10) Define appropriate quantities for the purpose of descriptive modeling. (N-Q.2.)

Created by: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

**Student Progress Report 12-01-19 to 01-31-20**

Student: [REDACTED]  
 Student ID: **1468**  
 Grade: **U**  
 School: **In Home, American Collegiate - LA**  
 School#:  
 Homeroom Teacher:  
 Provider Contact: **Elliot Farr Tel: 310-896-8625 Email: info@tutormela.com**

Service Date	Tutor	Hours	Location
2019-12-02	Yung Kim	2:15	In Home

Stella has made a lot of strides on the Verbal sections of the exam. Focusing on timed sets, I'm having Stella as well as my other students focus on perfecting the Writing section because it is the wisest investment of time at this point as we are so close to the test.

The secondary focus should be Reading because we can gain more points on the Writing which is a more "logical" and predictable section rather than the analytical and more dense Reading section which requires a huge amount of speedreading, markouts, and very precise technique.

This week, Stella has also been working on improving her essay technique. Organizing her ideas into a listing thesis with 3 points is the foundational structure of the essay. She had some concerns about analytical interpretation within the short timeframe given, but I encouraged her to memorize some analytical template phrases to use as a more predictable writing model.

Overall, good work.

2019-12-03	Yung Kim	5:00	In Home
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Today was quite a cram session! Stella wanted more grounding on the essay so we analyzed another successful writing response as a model of a high scoring essay. I emphasized the fundamentals that the exam readers will be looking out for since they are grading on a very specific rubric: Thesis, Structure, Mechanics, Persuasive interpretation/analysis, Topic Sentences, Rhetorical devices, Literary devices and knowledge of literary or rhetorical terms, Writing voice and style, Proof of thesis, strong textual evidence, transitions, diction, tone, avoidance of repetition, and substantive content plus conclusion. Quite a lot to keep track of!

I showed Stella again how to write up a very quick keyword outline and how to collect keyword phrases and moments in the text while quickly reading it. The preliminary stage of looking at the long text and marking out the passage is very important to the quick brainstorming process. Without this, the thesis formulation will not be on point or pertinent to the passage. Since the essay is a stylistic exercise, I had Stella mark out passages, come up with keywords / a quick thesis under timed conditions.

Then I had Stella write out 2 essays under time and then I analyzed it. She is definitely improving and writing more interesting analytical material. Also, she has improved her thesis and doing a better job of ordering the paragraphs from most important and compelling analysis first. Readers make snap judgments b/c they probably have many essays to read, so it's best to get the most persuasive interpretation earlier in the essay rather than later. Her topic sentences needed work since they tended to begin with a detail rather than with a concept for the paragraph which would connect and prove part of the thesis.

We spent about 3 hours of the session working on essay. The other 2 hours were spent on the Reading and Writing sections, one hour each.

2019-12-04	Yung Kim	3:15	In Home
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Stella's essay cram preparation for the exam continued today! Although we have done essay work in the past, about 80% of our time was spent on improving the Reading / Writing sections.

I noticed that Stella's writing style is quite clean and efficient. She tends to have a knack for writing concisely and her communication is becoming more clear. In the past, Stella had the concern that she did not have enough to write about or say analytically. I reassured her that writing on this exam is a bit like jazz -- improvisation, but the "melody" of the writing needs to be pleasing to the mind and ears. In terms of grammar, Stella is solid. She doesn't tend to have too many mechanical difficulties.

I gave her a list of the most productive rhetorical techniques and the "easier" ones to write about under time constraints. This would include: image, narrative mood, author's tone, diction, and symbol. Looking for patterns is essential and marking them out is important because they are the fodder for what is going to be proved in the essay. They serve as the basis of the argument.

Overall, Stella is doing a really fine job of bringing together all the techniques for all 3 sections. Admirable work!

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2019-12-05	Yung Kim	2:00	In Home
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Today we began with timed sets in Writing. Top focus because the highest points can be gained here in the little time that's left. Stella's error rate is about -2 to -6 which is very good.

For Reading, the score is overall better than where Stella started, but a bit inconsistent because of the time pressure and a little anxiety about the test itself. However, Stella always makes her best effort and gives it her all regardless. Sometimes, on the last 2 answer choices, she's not doing a full process of elimination and noting the wrong keyword. Correction of this should turn around some of the errors.

For Essay, I'm seeing some really nice work and more confidence from Stella about it. I encouraged her to "recycle" past analytical ideas if it applies to the current essay passage in terms of similarity.

Stella did her best and truly gave it a final strong push of effort this week right before the test.

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2020-01-14	Yung Kim	1:30	In Home
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Stella and I began the process of starting the brainstorming, concepting, and outlining of her USC application essays. I talked to Stella about her background, her interest in her entrepreneurship major, her soccer interest, memories with family/friends. Listening to her, I was able to concept some initial ideas for her essays.

For the Personal Statement, I encouraged Stella to write about the idea that she write about a future idea about being an entrepreneur. I thought a productive story angle to take was to talk about a future vision that I thought would fit her. She mentioned that she wanted to start a bakery cafe in the future so I put a social entrepreneurship angle to it about how customers could buy a pastry and get 1 free to give away to charity. We used this in the outline as an angle that would combine her business major with social impact.

We also wrote up some notes about her other essays. She did a great job of coming up with some interesting fragments for her other essays.

A good start already, Stella. Good work!

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2020-01-27	Yung Kim	2:00	In Home
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Stella and I continued work on the USC essays. She executed the Personal Statement outline we discussed, and so I read her draft and made revisions and comments on it. She's writing in the right direction, but the story needs to just be refined and the themes need to be reinforced better.

Also, I directed Stella on how to approach the Why USC essay and had her look at the faculty / research / courses of the Entrepreneurship department and had her look further into the Marshall School. She found some interesting material about the project of a USC student who's doing some interesting work that aligns with what Stella would like to do in the future too. Stella showed me a draft of an essay she did about meeting Indonesian business women sisters and this was quite a nice essay! It was aspirational and inspirational, and although it's an optional essay topic that USC says is not mandatory, I encouraged Stella to keep working on it because it shows a valuable side of her.

Overall, wonderful effort Stella!

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2020-01-29      Yung Kim      1:30      In Home

I worked on doing final polishes and final edits on all of Stella's USC essays. Overall, I can see all the good effort that Stella put into the essays. Taken as a whole, all the essays are showing very interesting and offering unique & productive information about Stella and her candidacy. She's on a very good track with these stories and I mostly discussed with Stella how we could improve the voice, style, and small details.  
Excellent work, Stella!

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TOTAL: 17:30

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Student Learning Plan Goals

**Tutor Suggestions: Ways to Support Learning at Home/School:**

<b>Parent/Guardian Comments</b>

<b>Tutor's Signature / Date</b>	<b>Parent's Signature / Date</b>

*By signing I attest that the information on this page is correct and verifiable*

Reviewed by Company Representative: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2024

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

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

<b>PRODUCER</b> Foundation Risk Partners DBA Gaspar Insurance Services 23161 Ventura Blvd Woodland Hills CA 91364  License#: 0G66626 TUTOMEL-01	<b>CONTACT NAME:</b> certificate <b>PHONE (A/C, No, Ext):</b> 818-302-3060 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> gasparcertificates@gasparinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Hartford Financial Services Group Inc</td> <td>914</td> </tr> <tr> <td><b>INSURER B:</b> Lloyds</td> <td>0</td> </tr> <tr> <td><b>INSURER C:</b> Hiscox Insurance Company Inc.</td> <td>10200</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Hartford Financial Services Group Inc	914	<b>INSURER B:</b> Lloyds	0	<b>INSURER C:</b> Hiscox Insurance Company Inc.	10200	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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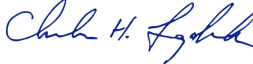
**COVERAGES** **CERTIFICATE NUMBER: 1135565542** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$0 deductible			P100.942.016.3	3/6/2024	3/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			P100.942.016.3	3/6/2024	3/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WECAM2W1R	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C C	Sexual Abuse & Misconduct Liab Professional Liability Cyber Liability			B0621PTUTO000923 P100.941.966.3 HCXCYP-P-5057075	11/18/2023 3/6/2024 5/2/2023	11/18/2024 3/6/2025 5/2/2024	EACH CLAIM/ AGGREGATE 1000000/3000000 EACH CLAIM/AGGREGATE 1000000/3000000 EACH CLAIM/AGGREGATE 2000000/2000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Crime Employee Theft: 5k limit w/ \$500 deductible - Policy Number: 72BDDJB6941 effective 7/20/23 - 7/20/24 Hartford Fire Insurance Company

This policy includes a blanket endorsement- The Certificate Holder is included as Additional Insured with respects to the General Liability if required by written contract. Please refer to the attached endorsement.  
 Proof of insurance

<b>CERTIFICATE HOLDER</b>  Proof of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – Who Is An Insured** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured under written contract(s), written permit(s) or written agreement(s), that require such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

**EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- (1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Tutor Me LA LLC</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1093 Broxton Ave. #240</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Los Angeles, CA 90024</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	6	-	4	2	0	1	9	2	8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not** required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>03/27/2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*