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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 – Sylvan Learning – 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 Sylvan Learning, by and between the District and Sylvan Learning, Piedmont, CA, for the latter to provide tutoring and supplemental academic support for students with disabilities, as described in Exhibit A of the Services Agreement, via the Special Education Department, for the period of July 1, 2024 through June 30, 2027, in an amount not to exceed \$240,000.00.

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

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

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

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

**Attachment(s)**

- Notice of Intent to Award Bid RFP #24-147PEC
- Services Agreement with Sylvan Learning
- RFP Document RFP #24-147PEC
- Sylvan Learning Proposal



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

## **NOTICE OF INTENT TO AWARD**

**June 28, 2024**

**To: Sylvan Learning**

**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 Sylvan Learning, 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: Barbara Sabbadini Signature: *Barbara Sabbadini*

Position: Director of Contract Services 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: *Benjamin Davis*

Position: Board President Date: 8/15/2024

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

Name: Kyla Johnson-Trammell Signature: *Kyla Johnson-Trammell*

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:** Sylvan Learning

---

1. **Services.** Describe the SERVICES VENDOR will provide: academic intervention services, which includes assessment of students' present levels and direct supplemental intervention/tutoring. Sylvan will communicate with OUSD and parent/guardians about referral status and student progress, providing progress reports upon request. Sylvan tutors/instructors will use student data and, where relevant, IEP goals to inform instructional sessions.
- 
- 
- 

2. **Term.**
- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.  
**Start Date:** 7/1/24
- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.  
**End date:** 6/30/27

3. **Compensation.**
- a. The basis for payment to VENDOR shall be:
- Hourly Rate: 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): group of 2 or 3 students: \$80/hr individual: \$100/hr
- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.  
**Not-To-Exceed Amount:** \$240,000.00



13. **Legal Notices.**

OUSD

Site/Dept: Legal Department  
Address: 1011 Union Street, Site 946  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-5060  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: Barbara Sabbadini  
Address: 1345 Grand Ave.  
City, ST Zip: Piedmont, CA 94610  
Phone: 510-928-4646  
Email: educate@sylvanpiedmont.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.






# Contract between Sylvan and OUSD

Final Audit Report

2024-07-01

Created:	2024-07-01
By:	Jennifer Blake (jennifer.blake@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_UgGLEFyCsHbKy5MTc-GbJius31bM09q

## "Contract between Sylvan and OUSD" History

-  Document created by Jennifer Blake (jennifer.blake@ousd.org)  
2024-07-01 - 8:09:33 PM GMT- IP address: 104.192.8.69
-  Document emailed to Barbara Sabbadini (educate@sylvanpiedmont.com) for signature  
2024-07-01 - 8:12:56 PM GMT
-  Email viewed by Barbara Sabbadini (educate@sylvanpiedmont.com)  
2024-07-01 - 9:09:54 PM GMT- IP address: 98.177.85.235
-  Document e-signed by Barbara Sabbadini (educate@sylvanpiedmont.com)  
Signature Date: 2024-07-01 - 9:16:55 PM GMT - Time Source: server- IP address: 98.177.85.235
-  Agreement completed.  
2024-07-01 - 9:16:55 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 Application**

<b>Company Information</b>			
Company Name:	Sylvan Learning		
Address:	1345 Grand Ave., Piedmont, CA 94610		
Primary Contact Person: Title:	Barbara Sabbadini	Secondary Contact Person: Title:	
Email:	educate@sylvanpiedmont.com	Email:	
Telephone #:	510-928-4646	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 checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Are you able to provide services from California credentialed teachers? We do have some CA credentialed teacher but cannot guarantee	<input 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 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.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details including the name of the other party:		
Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details:		
Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details:		





**Oakland Unified School District  
RFP 24-147PEC**

**Cover Letter**

Bay Area Education Support Systems, dba Sylvan Learning has been operation in Oakland since 1995. We have dedicated our professional lives to improving the academic outcomes for scholars in Oakland and throughout the Bay Area for almost thirty years. While we are currently working within scores of charter school sites within Oakland, our work within Oakland Unified itself has decreased over the years. We were fortunate to have been selected as one of two providers approved for instruction through RFP# 22-137ExLO and we submit a proposal for this RFP for two reasons.

Firstly, our headquarters rest in the heart of Oakland and this is our community. We are driven by the desire to help more of our students in Oakland Unified and would welcome the chance to build new relationships with current district officials, site administrators, OUSD teachers, and of course, our local students and families.

Secondly, we are more than aware of the intricate needs of Special Education students and have worked with the special education students of OUSD for several years during the pandemic. We feel that the targeted and specific individualization of our Sylvan Sync programs will give Special Education students the greatest chance for academic growth.

Our mission statement below is framed in each of our Sylvan Learning centers and shared with all of our employees. It is the credo through which we work.

- ▶ Sylvan believes that **EDUCATION IS EVERYTHING**. A child's future depends on a solid education and a love of learning. We teach our students how to learn so they build confidence and develop the skills needed to achieve success in school and beyond.
- ▶ We believe that **LEARNING SHOULD BE PERSONAL**. A one-size-fits-all approach to teaching doesn't fit everyone because no two students are exactly alike. They learn in different ways and at different paces. We make learning personal. We assess our students to understand their educational needs as well as their attitudes towards learning.
- ▶ We know that **GREAT TEACHERS INSPIRE**. Our teachers don't just teach. They get to know each student and they provide the positive reinforcement and motivation that leads to success. Our educators turn frustration into confidence, B's into A's, and strugglers into achievers. They inspire one student at a time.
- ▶ Our mission is to provide academic excellence with measurable results and **100% satisfaction** to every student, family, school, and district we serve.

Core contact for OUSD is our Director of Contract Services, Barbara Sabbadini.  
Sylvan Learning  
1345 Grand Ave. Piedmont, CA 94610  
[educate@sylvanpiedmont.com](mailto:educate@sylvanpiedmont.com)  
510-928-4646

## ABILITY TO EXECUTE & APPROACH TO SCOPE OF WORK

### Service Plan

1. Sylvan Director meets via Zoom (or in person) with OUSD staff to discuss program elements and to receive a list of eligible students and their corresponding IEPs.
2. A master-list is created and shared between our two entities with parent contact information and student data. This sheet will be updated with assessment data, scheduling data and director notes.
3. Sylvan tests all students 1:1 using the STAR Renaissance Assessment in either Reading, Math or both.
4. A specific Sylvan education plan will be created per child based on their initial testing results along with the Sylvan Director and the district or school personnel. This plan may include such elements as a specific amount of Reading and Math sessions to be delivered, a specific tutoring format that will most benefit the student, or a combination of programming that may include elements from the Sylvan Writing or Study Skills program (which may benefit students with executive functioning and self-regulation issues, for example.)
5. Sylvan will coordinate scheduling with parent/guardian and student within **two days** of receiving a student. We will communicate with the parent via text or phone.
6. Commencement of services depends on the following factors:
  - a. Speed with which a student's family responds to our initial and subsequent contacts.
  - b. The choice of tutoring location:
    - i. If a parent chooses a virtual option – the tutoring can begin within days after the initial assessment.
    - ii. If a parent chooses a 1:1 option at a school site – the tutoring time will depend on the speed with which a suitable space and time is found within their home school setting. If a school responds immediately – the tutoring can commence within a week or two after the initial assessment.
    - iii. If a parent chooses a 3:1 or 1:1 option within our Sylvan center on Grand Ave. in Piedmont, the tutoring can commence within a week of the initial assessment.
7. Ongoing assessments are conducted throughout the program and reports available upon request at any time by country, district or school personnel or by student's guardian. Ongoing progress and attendance information is immediately accessible through My Sylvan to all stakeholders through a web link and password.
8. Sylvan Director and the student's teacher can be available via Zoom to attend IEP meetings as part of the student's educational team if desired.
9. Pre assessment, progress assessment and Post assessment results are shared with the school and district.

## ABILITY TO EXECUTE & APPROACH TO SCOPE OF WORK

### Communication Protocols

It is essential that communication and progress is as transparent as possible. Sylvan will create and share a master document which will house all student contact information, notes on delivery modality (whether service delivery is conducted 1:1 in person on a school site, Sylvan center or virtual, or if instruction is delivered 3:1 on a school site or in our center, initial testing results data, and any communication notes with parents. Once a student is enrolled, the parent/guardian, school and district can utilize the My Sylvan application for immediate information and progress monitoring. Sylvan keeps in contact with parent to ensure that attendance is regular.

**My Sylvan:** My Sylvan is a web-based application that would allow a parent/guardian, classroom teacher or district administrator to immediately access an enrolled student's schedule and progress. See sample schedule below:

Welcome back, Stephen

**1 Upcoming Schedule** Sort By ▾

- Carrie White - Reading**  
Thursday, Sep. 14 @ 3:30 PM
- Carrie White - Reading**  
Thursday, Sep. 14 @ 4:30 PM
- Carrie White - Reading**  
Saturday, Sep. 16 @ 9:00 AM
- Carrie White - Reading**  
Saturday, Sep. 16 @ 10:00 AM
- Carrie White - Reading**  
Thursday, Sep. 21 @ 3:30 PM

« 1 2 »

Please allow some time for any recently scheduled sessions or classes to appear.

**2 Reminders**

- You have a Sylvan Insight Comprehensive Assessment scheduled for Sep. 13 @ 9:00 AM
- You have a SAT Diagnostic Test scheduled for Sep. 14 @ 2:00 PM
- Your total balance due for online orders is **\$70.00** **3**

**4 Quick Links**

- [Schedule an Appointment](#)
- [Manage your Appointments and Group Classes](#)
- [Help](#)

**5 Extras**

- [Free Worksheets, Games, and Tips!](#)

See sample Progress Report that outlines skills that a student has mastered through the course of their sessions in the Sylvan Sync program:

**mySylvan Marketplace** Dashboard Service Offerings My Account

Sylvan Learning of Coquitlam • Unit 3039 - 3041 Anson Avenue, Coquitlam, B (604) 941-9167

SylvanSync Progress

Select Student: Daphne Blake Select Enrollment: Reading

	Level	PK	K	1	2	3	4	5	6	7	8	9	10	11	12
Comprehension								1	1	30					
Vocabulary										28					
Fluency									1	5					
Mechanics											53				

Mastered Skills In Progress and Upcoming Skills

**Skill Details**

- Recently Mastered
- Skills In Progress
- Upcoming Skills

**COMPREHENSION**

- Identifying and organizing events in a logical sequence (level 6)
- Predicting possible outcomes based on information in a text (level 5)
- Predicting possible outcomes based on information in a text (level 6)
- Using skimming techniques to find the main ideas in a text (level 6)
- Using scanning techniques to find information (level 6)

## ABILITY TO EXECUTE & APPROACH TO SCOPE OF WORK

### Sylvan Sync Program Design

All Sylvan programs are based in research and draw on reports and research from numerous respected National Organizations. Sylvan has hired independent researchers to analyze our curriculum, our link to the STAR Assessment test, and our academic growth metrics and their white papers can be located on our research website: [www.sylvaneducationresearch.com](http://www.sylvaneducationresearch.com).

SylvanSync™ is Sylvan's Digital Teaching Platform (DTP). DTPs are a category of educational products characterized by a technology-intensive learning environment designed specifically to support teaching and learning.<sup>1</sup>SylvanSync™ embodies several dimensions of a DTP that lead to a highly personalized learning experience for each student:

#### SylvanSync™ School Site Reading or Math Program includes:

- State-of-the-art assessments of cognitive and non-cognitive factors.
- A **personal learning plan** specific to each child's needs.
- **Content** that adapts to a child's skill level and supports the instruction being delivered by the teacher.
- Instant feedback and recognition through the Sylvan Motivation System
- Instruction in a 1:1 or 3:1 ratio
- **Pre and Post Assessments** and continual ongoing assessment
- **Instructional Manager** devoted to the **Performance Quality Review (PQR)** of all

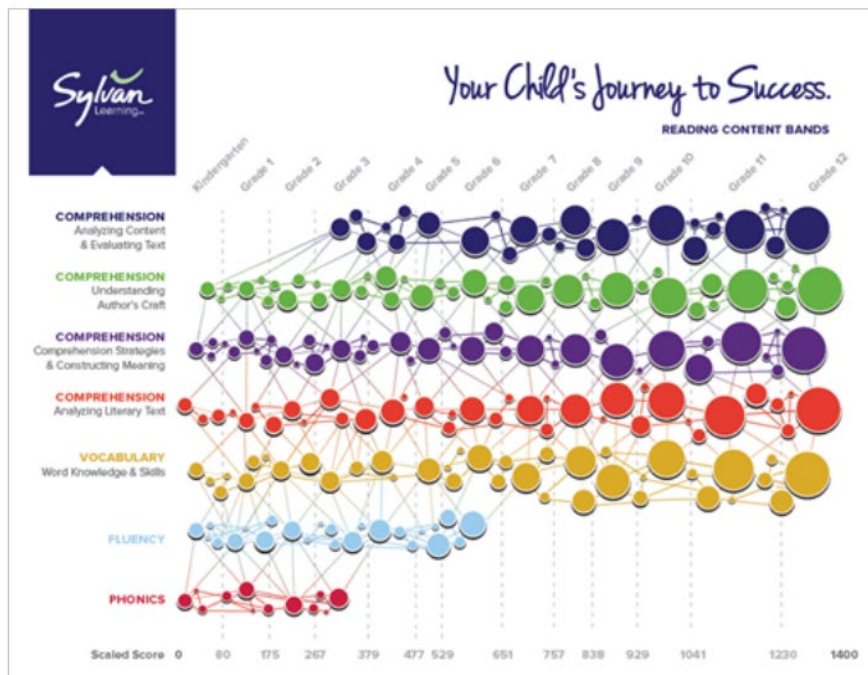


Sylvan Sync Academic programs. (A PQR is performed on each student’s progress regularly to adjust and adapt the program based on student progress and teacher notes. The Sylvan Sync program, while computer adaptive, **does not** solely rely on the program to adjust manually. It is essential to student progress that an Instructional Manager review and adjust student programs regularly, review teacher notes, and communicate with Sylvan teachers to make sure students are progressing adequately through the program.

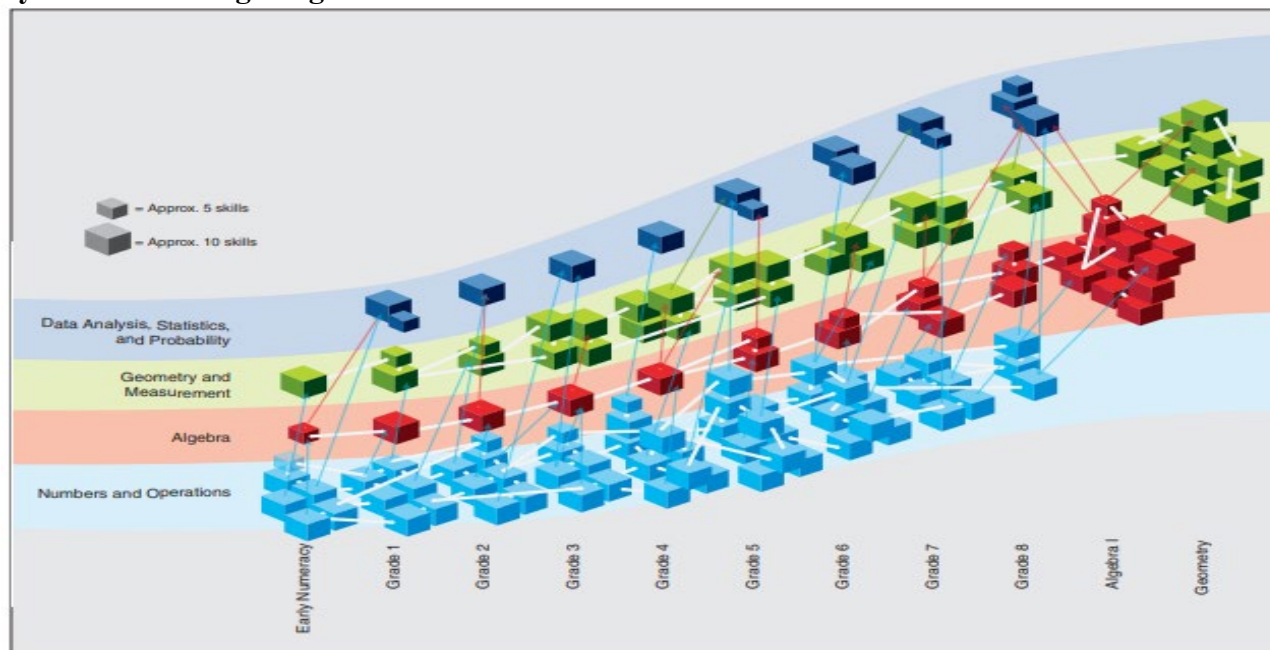
**Learning Progressions and Adaptive Learning Plans** - The results of the student assessments are used to create empirically validated learning progressions that are mapped to **Common Core State Standards**. Sylvan uses learning progressions as a systematic and coherent way of organizing content. The results of the student assessments are used to place students at a starting point on a learning progression. Once on the progression, mastery and sequencing rules are used to determine which content a student receives. If a student demonstrates competency with a specific skill on a pre-test, or by completing instructional tasks, she/he will move forward on the progression. If a student cannot master a particular skill, then she/he will receive instruction in prerequisite skills and thus move back in the progression until the student has mastered the prerequisite skills. In this manner, students receive the instruction they need, when they need it.

## SYLVAN’S LEARNING PROGRESSION FOR READING

*The graphic below illustrates how Sylvan has organized its reading content to provide a coherent path to academic success in reading.*



## Sylvan’s Learning Progression for Math



*Core Progress for Math is an empirically validated continuum to guide teaching and learning over time so that student competence in mathematics can be advanced coherently and continuously.*

**Curriculum and Instruction-** The curriculum content associated with each skill on the learning progression has been developed by Sylvan specifically to address Common Core State Standards. The curriculum is designed to support teachers as they deliver instruction to students using an iPad. Teachers use these curriculum materials to introduce each student to a skill in the following sequence: Instruction begins by having a student complete a pre-test on each skill. If the student passes the pre-test, they will move to the next skill. If they do not pass the pre-test, they will be given instruction by the teacher with support from content on the iPad. When it appears that the student understands a specific skill, the teacher has them tackle independent activities to practice and apply the skill and demonstrate what they have learned. As a student moves through the material, Sylvan Sync™ tracks performance and adjusts the sequence of content to be served, thus providing a highly personalized learning experience.

### Sylvan Sync Design Format

#### Learning Log

At the beginning of each tutoring session, the teacher provides students with an opportunity to think about thinking in the form of the Learning Log prompt. A teacher could ask, “How will you use what you learned in your session today?”, “What questions do you have about what you learned today?”, or “What ideas do you want to know more about?” At the end of the session students reflect, in writing, about their understanding and learning strategies— how they went about thinking about the topics in the introduction, and how they applied their learning to items in the Try Together and Independent Practice sessions. Deliberate and active, this form of

metacognition helps students consolidate their learning. Below is a sample of a Learning Log.

### **Lessons or Intended Learning Outcomes (ILOs)**

Students need direct instruction to learn the concepts, principles, and strategies essential for reading. To help each child learn to the best of his or her ability, Sylvan reading programs provide a framework that combines Guided Practice (GP) and Independent Practice (IP) lesson objects to help students achieve mastery of specific reading skills. After sufficient practice, students take Mastery Tests to demonstrate understanding and retention.

### **Pretest**

The aim of the pretest is to determine whether a student needs explicit instruction in a given skill. Designed to take no more than 10 minutes, the test requires students to work through 5 items that test all lesson objectives. If students score less than 80%, direct instruction and skill practice will be offered. If students score 80% or higher, they will move forward to the next skill in their learning progression.

### **Guided Practice**

The aim of the Guided Practice lesson objects is to scaffold instruction for students. The instructor guides the student through each step of skill--learning to ensure that the student grasps the concepts and can perform the skill independently. Designed to take 10 to 15 minutes, the Guided Practice lesson objects are efficient and interactive.

### **Independent Practice**

Once a student has satisfactorily completed the Guided Practice, he or she will move on to Independent Practice. In these lesson objects, the student will demonstrate the ability to independently answer questions that address the target skill.

## **ABILITY TO EXECUTE & APPROACH TO SCOPE OF WORK**

### **Ability to Specialize our Programs**

The nature of the Sylvan Sync program allows us to very specifically adjust programs and monitor them depending on specific needs of the students. All students (particularly SPED students) do not fit in a “one-size-fits most” program. While the program is delivered on an IPAD through direct teacher-led instruction and levels itself, we have a program manager administering a PQR or Performance Quality Review approximately every 8 lessons. This allows us to add or subtract skills into a student profile that makes academic success. The PQR is one of the essential keys to the academic growth kingdom. Below represents a program that we developed for ELD newcomers in Vallejo Unified:

### **Sylvan Sync Program Setup for ELD students:**

1. We started all students at level 3. We created a manual plan and inserted all of levels 3 and 4, including the level 4 optional “Spelling” strand (which will bring in grammar skills, etc.)
2. These levels brought in some select Phonics skills. This is by design to determine if the students needed any Phonics support.
3. We kept an eye on placement in the first 2-3 sessions to see if students needed to be bumped up or down. We made sure that the teacher communicated in the session notes to let us know if the placement needs any adjustments (i.e., is student struggling? Is student flying through material because it’s too easy?).
4. We manually closed all Figurative Language skills, as these will be confusing and aren’t as essential as other skills in the program.
5. We set our Daily Plan Settings to:
  - a. Phonics: 2 skills
  - b. Comprehension: 1 skill
  - c. Vocabulary: 2 skills
  - d. Fluency: 1 skill

Spelling: 1 skill

### **Teaching Strategies**

1. In each session, we had the teacher work on Phonics and Vocabulary FIRST. For new vocabulary terms, we had the students try to use the new term in an oral sentence.
2. We counselled the teachers to speak slowly and clearly and ensure that the student can repeat essential concepts or directions back. Use gestures and visuals to help explain new concepts. We introduced the Microsoft Word tool Immersive Reader as a tool for our teachers.
3. In any lesson that has a passage, we asked the teachers to PREVIEW the topic with the student and to highlight any vocabulary terms that need definition. We asked them to do a google search to find IMAGES that would best define important terms. So, for example, if the student is reading a story about a tortoise and a hare, pull up images like these to share:



We asked teachers to discuss what students already know about a topic of a passage to build on prior knowledge. We wanted students to describe any images that they show them and tell them what they know about those things and to really encourage dialogue. (There was some Google translating happening along the way!)

4. For any open-ended question, we had teachers use sentence frames or sentence starters to help students structure their responses.
5. We asked teachers to look out for culturally specific content that might not be familiar to the students. Use images to support and explain these topics.
6. We also incorporated games through Kahoot! into the program for greater engagement for the students.

**Sample Comprehension and Oral Fluency Lesson (does not include the vocabulary or word analysis component of the lesson)**

## Lesson Plan #1

### Predicting Outcomes and Oral Fluency

Reading, Elementary, Grade 3

[Guided Practice](#) and [Independent Practice](#) activities to support the following lesson objectives for drawing conclusions:

Student will be able to:

- Apply likely outcomes for a passage and use prior knowledge to help make predictions.
- Understand details that support a prediction.

[Guided Practice](#) activity to support the following lesson objective for context clues:

Student will be able to:

- Read a passage aloud with accuracy and comprehension.
- Read a passage aloud with appropriate pacing, phrasing, and expression.

**Sample Math Plan (does not include the basic math facts or problem solving components of the lesson)**

## Lesson Plan #1

### **Write a number sentence to solve one-step word problems**

Math, Middle, Grade 6

Supporting Documents can be accessed by clicking on the three activity links below. [Guided Practice](#), [Independent Practice](#), and [Applied Practice](#) activities to support the following lesson objectives:

Student will be able to:

- Write a number sentence for one-step word problems with fractions and decimals.
- Calculate the solution to one-step word problems with fractions and decimals.

## **ABILITY TO EXECUTE & APPROACH TO SCOPE OF WORK**

### **How Students are Matched with Tutors**

Sylvan takes great pride in having an extremely diverse group of talented administrators and teachers. Once we have a sense of a student and the subject in which they need tutoring, we match them with an appropriate teacher who specializes in the subject. We have several Spanish speaking teachers, who are additionally compensated for this ability, and often match Spanish speaking students with Spanish speaking teachers. We have the opportunity to observe and switch out teachers within our center, online and within a school space if a teacher is found not to be a good match for a student. If it is important to find a teacher who is a demographic or gender match for a student, we will do the best we can to provide this match as well.

**ANNUAL COST TO THE DISTRICT**

Exhibit D: Proposal Price Form

Service Description:	Annual Pricing:
<u>Sylvan Sync 3:1 \$80 an hour</u>	<u>at 1,800 hours - \$144,000</u>
<u>Sylvan Sync 1:1 - \$100 an hour</u>	<u>at \$1,800 hours - \$180,000</u>
_____	_____
<u>Typical program length is 36 session</u>	_____
_____	_____
_____	_____
_____	_____
Total Annual Amount of Proposal:	<u>Between \$2,880 - \$180,000</u>
Additional Fees or Special Request Costs:	<u>No special fees</u>

Total annual amount of proposal depends on the amount of session hours requested by OUSD. The 1,800-hour estimate given is based on the response from OUSD noted as a response to a question on the Q and A page for this RFP. We also recognize that most of the sessions would be delivered 1:1, but a combination of 3:1 or 1:1 delivery would be possible for the district to choose. The fewest amount of sessions we recommend per student is 36 sessions – yet the district can opt to increase that amount in order to improve academic outcome or lessen that amount based on cost. As such, the total annual cost to the district can only be estimated.

## EXPERIENCE, QUALIFICATION AND REFERENCES

### **Experience**

Sylvan Learning has been serving hundreds of thousands of students across the nation and in Canada for 45 years. Sylvan is a nationally recognized brand with a large body of research backing its' instructional methodologies and research-based curriculum. Sylvan Learning has been enormously successful in improving academic outcomes for both their students within their learning centers and on school sites. As part of Sylvan's commitment to parents, schools and districts, Sylvan works with respected researchers to gather and analyze data and apply it to our programs. We share what we learn through our research institute. Please see [www.sylvanresearchinstitute .com](http://www.sylvanresearchinstitute.com) for additional information regarding proprietary program efficacy, training practices and sample lessons.

Bay Area Education Support Systems, dba Sylvan Learning of the Bay Area was incorporated in 1995 by Jack McAboy and Bill Kramer in the effort to offer academic support services to students across the Bay Area. The organization expanded from the initial flagship center in Piedmont/ Oakland to six additional centers across the Bay Area. In addition to Piedmont, these learning centers are located in El Cerrito, Fairfield, Vacaville, Napa, Walnut Creek, and Castro Valley. Committed to providing the best academic services available, Sylvan Learning of Bay Area undergoes the WASC accreditation process making Sylvan Learning of the Bay Area the only **WASC accredited** provider of supplemental education.

Our Director of Contract Services, Barbara Sabbadini M.A, holds a Master's Degree in Education, has prior experience teaching middle school in inner city Bay Area schools, including in Oakland, and has worked for Sylvan for 19 years. She works with her operations team of local Area Managers, Staff Recruiters, and Academic Instructional Managers to provide the most hands-on and personal services possible to all our District and School partners.

We have provided contract services for over 25 school districts for the past 20 years and have worked with students and families in our local centers for almost 30 years.

In addition to our own extensive expertise, we have the talented team of educators and business professionals within our Corporate offices to whom we rely for additional program components and elements needed for specific district requests. We intend to use that expertise to hire, train and develop the correct professional education team to bring the specified solutions for the special education students of Oakland Unified.

### **Methods to Ensure Quality Staffing**

Sylvan employs a full time Recruitment Director who manages all aspects of our recruitment from reviewing resumes to interviewing all candidates and suggesting candidates for consideration. We expect all our tutors to have at minimum a Bachelor's Degree and some experience working with students. In addition to the Sylvan program training outlined below, we also give all teachers a 1-hour "Welcome" training which outlines our company expectations and policies, we expect all teachers to complete a Mandated Reporter Training, we deliver an additional 1-hour Classroom Management training along with an additional Site Specific training for all Sylvan teachers teaching within OUSD Schools, and we conduct an additional "Practicum" training in which the teachers teach us using the Sylvan Sync program.



The training modules below focus on the proprietary SylvanSync curriculum, the SylvanSync Learning Environment, and methods to successfully instruct students using these resources. The online training for Individualized Reading or Mathematics includes 8 courses, as well as a certification test that takes each teacher approximately 2 hours to complete.

The following courses are included in tutor training for each program:

- Introduction to Reading or Mathematics for SylvanSync
- Sylvan Reading or Math Program Design Part 1
- Sylvan Reading or Math Program Design Part 2
- Delivering Reading or Mathematics for SylvanSync: Using the Student Binder Part 1
- Delivering Reading or Mathematics for SylvanSync: Using the Student Binder Part 2
- Delivering Reading or Mathematics for SylvanSync: Closing the Session
- Effectively Evaluating the Student
- Instructional Management for Teachers
- Preparing for the Session
- Engaging Students
- Balancing Instruction and Managing Time
- Providing Meaningful Feedback
- Ending the Session
- Reading or Mathematics for SylvanSync Teacher Certification Test

Once tutors are certified and begin teaching, they are regularly observed and evaluated by Sylvan personnel. Additional training is offered to tutors who may need to refine their skills further. In addition, tutors are required to attend regular staff development meetings on topics that include the latest research and techniques, new educational materials, modifications in instructional methods, motivational techniques and quality assurance.

### **Curricular Materials**

Sylvan Learning offers a variety of proprietary, research-based common core curricula to remediate skill gaps, provide enrichment, and help pre-K through high school students meet academic challenges. The curricula is based on scientifically-based evidence and widely accepted theories of teaching and learning. We draw on reports that have synthesized the trends and research on effective language arts, literacy, and math instruction from organizations such as the National Research Council, the National Reading Panel, the National Council of Teachers of English, and the National Council of Teachers of Mathematics.

### **Program Evaluation Method**

Sylvan uses several different assessments to understand each student's needs. To assess a student's skill set, Sylvan has partnered with Renaissance Learning and is using the STAR Reading Enterprise and STAR Math Enterprise tests. These tests are norm- and criterion-referenced tests of student's academic skills in reading and math. The Student Outlook Survey is used to assess non-cognitive factors, or student mind-set. Recent research has shown that these non-cognitive factors play an important role in student learning. The Student Outlook Survey is comprised of three scales for students in grades K–5: academic perseverance, academic self-confidence, and school engagement. For students in grades 6–12, a fourth scale, valuing school, is also included.

Sylvan uses Renaissance Learning's STAR assessments to provide placement level data, determine benchmark achievement, and create individualized plans. Following the initial assessment, teachers monitor ongoing skill and knowledge development that has occurred as the

result of Sylvan Learning programs. Instructional modifications are made based on students' daily performance and performance on these assessments. Progress assessments are administered at approximately 24---session intervals using the STAR assessments to measure growth, guide future instruction, and evaluate students' overall progress.

We measure growth by noting student progress through the number of skills mastered through the program and through the expect gains as measured by the pre and post assessment of the STAR Renaissance Assessment test, as well as interim assessments. We expect at least 80% of our students to make gains – with at least a 45-point Scale Score gain in reading and 48-point Scale Score gain in math. It is possible that Special Education students may take longer to reach gains.

**Sample Assessment Reports – Special Education Student – Initial and Post Assessment**

**Sylvan Insight™ | Reading Assessment**

Name: Cassandra S  
 Assessment Date: November 10, 2022  
 Grade at Assessment: 6th grade; 2nd month

**Scaled Score: 82** **Percentile Rank: 1st** **Grade Level Equivalent (GLE): 1.3**

This score places Cassandra on a learning progression from grade K through 12 (0-1400). It identifies the best point to start Cassandra's instruction.

This compares Cassandra's test score to other students in North America at the same grade in school. For example, a 4th grade student scoring in the 70th percentile scored better than 70% of all 4th grade students who took the same test.

This compares Cassandra's test score to the average grade of other students in North America who had the same score. For example, a GLE of 5.3 indicates that the student scored as well as the average 5th grade, 3rd month student.

**ACADEMIC SKILLS ASSESSMENT RESULTS**

INITIAL 11/10/2022 GLE: 1.3 SS: 82	CURRENT GRADE IN SCHOOL 11/10/2022 GLE: 6.2 SS: 684	UPCOMING MILESTONE GLE: 6.3 SS: 775
<b>SKILLS BELOW CASSANDRA'S PLACEMENT:</b> <ul style="list-style-type: none"> <li>Orally reading text fluently (Passage 6)</li> <li>Recognizing persuasive techniques</li> <li>Applying comprehension strategies to narrative text</li> <li>Identifying rhythm, rhyme, and alliteration in text</li> </ul>	<b>SKILLS AT CASSANDRA'S PLACEMENT:</b> <ul style="list-style-type: none"> <li>Identifying and using words that are opposite in meaning</li> <li>Defining new words using concrete context clues</li> <li>Building vocabulary through themed word units (Unit 1)</li> <li>Using signal words to find basic information in a text</li> <li>Identifying and organizing events in a logical sequence</li> </ul>	<ul style="list-style-type: none"> <li>Recognizing short vowel sounds in words</li> <li>Recognizing consonant blend sounds in words</li> <li>Reading advanced sight words with automaticity (Unit 1)</li> <li>Determining the common themes of groups of words</li> <li>Identifying and using words that are similar in meaning</li> </ul>

**ORAL READING AND WRITING OBSERVATIONS**

Oral Reading	Writing
Accuracy: [Progress bar from poor to strong] Pacing: [Progress bar from poor to strong] Phrasing: [Progress bar from poor to strong] Punctuation: [Progress bar from poor to strong] Expression: [Progress bar from poor to strong]	Ideas: [Progress bar from poor to strong] Organization: [Progress bar from poor to strong] Voice: [Progress bar from poor to strong] Word Choice: [Progress bar from poor to strong] Sentence Fluency: [Progress bar from poor to strong] Conventions: [Progress bar from poor to strong]

**CASSANDRA'S SELF-ASSESSMENT**

Cassandra S completed a self-evaluation that asks students to reflect on their current habits, behaviors, and attitudes towards school.

Academic Perseverance	Academic Self-Confidence	School Engagement	Valuing School
very low [Progress bar] very high Cassandra S is striving for academic success and has the tools to meet academic challenges.	very low [Progress bar] very high Cassandra S can identify and address challenges that impede academic self-confidence.	very low [Progress bar] very high Cassandra S is invested in learning and committed to all components of academic success.	very low [Progress bar] very high Cassandra S realizes the importance of academic achievement and is working to ensure future success.

**DIRECTOR'S COMMENTS** ESTIMATED PROGRAM LENGTH

**Sylvan Insight™ | Reading Progress Assessment**

Name: Cassandra S  
 Assessment Date: February 13, 2023  
 Grade at Assessment: 6th grade; 5th month

**Scaled Score (SS): 284** **Grade Level Equivalent (GLE): 2.5**

This score places Cassandra on a learning progression from grade K through 12 (0-1400). It identifies the best point to start Cassandra's instruction.

This compares Cassandra's test score to the average grade of other students in North America who had the same score. For example, a GLE of 5.3 indicates that the student scored as well as the average 5th grade, 3rd month student.

**ACADEMIC SKILLS ASSESSMENT RESULTS**

11/10/2022 INITIAL GLE: 1.3 SS: 82	2/13/2023 GLE: 2.5 SS: 284	UPCOMING MILESTONE GLE: 2.9 SS: 344
<b>MASTERED SKILLS:</b> <ul style="list-style-type: none"> <li>Recalling facts and details from a text</li> <li>Dividing words into syllables according to letter patterns</li> <li>Identifying the stated main ideas in a text</li> <li>Reading advanced sight words with automaticity (Unit 6)</li> <li>Building vocabulary through themed word units (Unit 2)</li> <li>Using a table of contents and/or index to locate information</li> <li>Summarizing the main ideas and details of a text</li> <li>Orally reading text fluently (Passage 2)</li> </ul>	<b>UPCOMING SKILLS:</b> <ul style="list-style-type: none"> <li>Determining the author's purpose for writing a text</li> <li>Predicting possible outcomes based on information in a text</li> <li>Building vocabulary through themed word units (Unit 1)</li> <li>Interpreting visual aids in a text</li> <li>Identifying and organizing events in a logical sequence</li> <li>Orally reading text fluently (Passage 3)</li> <li>Decoding words with long 'a' vowel digraphs (ai, ay)</li> <li>Decoding and spelling words with beginning consonant blends</li> <li>Reading basic sight words with automaticity (Unit 8)</li> <li>Identifying cause-and-effect relationships in a text</li> </ul>	

**CASSANDRA'S SELF-ASSESSMENT**

[Progress bar] [Progress bar]

When we review data, it is important to look at not only the percentage of students who grew from initial test to post test, but also to understand if their scale score increased by more than a year’s expected growth as given by Star Renaissance. This shows that the tutoring was effective.

Our data from our WCCUSD 2023 2024 program utilizing the Sylvan Sync program shows the following:

<b>WCCUSD School EOY data 2023 2024</b>	
<b>85% of ELA students made growth</b>	<b>85% of Math students made growth</b>
<b>73% of students made more than expected year’s growth</b>	<b>67% made over a year’s expected growth</b>

Reading showed an average Scale Score gain of **73 points** and Math an average gain of **64 points**. This represents an **average Reading growth of two years** and an **average Math growth of over two years** for a 36 session program.

Data from our 2023 2024 Aspire Oakland Programs utilizing the Sylvan Sync program resulted in the following with an average Reading Scale Score increase of **141 points** and with an average Math Scale score increase of **95 points**:

<b>Reading</b>	<b>85% of the students made growth</b>
	<b>70% made over expected growth</b>
<b>Math</b>	<b>100% of the math students made growth</b>
	<b>100% of the math students made over than expected growth</b>

This average represents **three and half years of growth in Reading** and almost **four years of growth in math**.

*Please note that the Aspire program represented a school year of intervention – 72 rather than 36 hours of intervention – showing that increased sessions lead to significantly large results.*

The results above are typical of what we see with our Sylvan Sync program and represents mostly general education students who were two to three years behind. Students designated as Special Education students may need more academic intervention hours to achieve similar results.

### **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.*

*Barbara Sabbadini*

**Signature**

Barbara Sabbadini M.A.

**Print Name**

Director of Contract Services

**Title**

6/10/2024

**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: San Leandro Unified School District

Contact Name: Joanne Clark

Title: Senior Director Ed Services

Address: 13701 Bancroft Ave, San Leandro, CA 94578

Phone Number: (510) 693-5394

Email: jclark@slusd.us

Services Provided: Served all district elementary and middle schools in Literacy and or Mathematics. Served High School and McKinney Vento Students

Duration of Services: Time Frame: 2010-current

**Reference 2:**

Customer Name: West Contra Costa Unified School District

Contact Name: Kim Moses

Title: Assistant Superintendent

Address: 1108 Bissell Ave. Richmond, CA 94801

Phone Number: 510-220-7990

Email: KMoses@wccusd.net

Services Provided: Served most district elementary schools and middle schools performing both MTSS or R services within the school day, or after-school intervention through expanded learning. Depending on school; used the Sylvan Sync 4:1 program, the Ace it! 8:1 Program, and 1:1 individualized Sylvan Sync Program in Reading and Math.

Duration of Services: Have performed services both virtually and in person. Time frame: 2005 – current

**Reference 3:**

Customer Name: Oakland Unified School District

Contact Name: Allison Guilfoil

Title: Director Special Education and School Supports

Address: 915 54th St. Oakland, CA 94608

Phone Number: (510) 463-1184

Email: allison.guilfoil@ousd.org

Services Provided: Sylvan Sync Services for SPED students

Duration of Services: 2020 - 2022



**Exhibit D: Proposal Price Form**

Service Description:

Annual Pricing:

Sylvan Sync 3:1 \$80 an hour

at 1,800 hours - \$144,000

Sylvan Sync 1:1 - \$100 an hour

at \$1,800 hours - \$180,000

Typical program length is 36 session

Total Annual Amount of Proposal:

Between \$2,880 - \$180,000

Additional Fees or Special Request Costs:

No special fees

Type text here

Print Name: Barbara Sabbadini M.A.

Signature: *Barbara Sabbadini*

Title: Director of Contract Services

Company Name: Sylvan Learning

Date: 6/10/2024

### **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: Barbara Sabbadini M.A.

Signature: *Barbara Sabbadini*

Date: 6/10/2024

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

I am aware of and hereby certify that neither Sylvan Learning [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 6/10/2024 [DATE] for the purposes of submission of this bid.

**By**  
**Print Name:** Barbara Sabbadini M.A.

**Signature:** *Barbara Sabbadini*

**Date:** 6/10/2024

**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:** Barbara Sabbadini M.A.

**Signature:** *Barbara Sabbadini*

**Title:** Director of Contract Services

**Company Name:** Sylvan Learning

**Date:** 6/10/2024

(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 Director [insert "owner" or officer title] of Sylvan Learning [insert name of business entity], have read the foregoing and agree that Sylvan Learning [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:** Barbara Sabbadini M.A.

**Signature:** *Barbara Sabbadini*

**Title:** Director of Contract Services

**Company Name:** Sylvan Learning

**Date:** 6/10/2024

**Exhibit I: Non-Collusion Declaration**

I, Barbara Sabbadini M.A., 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:** Barbara Sabbadini M.A.

**Signature:** *Barbara Sabbadini*

**Title:** ~~Director of Contract Services~~

**Company Name:** ~~Sylvan Learning~~

**Date:** 6/10/2024

**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:** Barbara Sabbadini M.A.

**Signature:** *Barbara Sabbadini*

**Title:** Director of Contract Services

**Company Name:** Sylvan Learning

**Date:** 6/10/2024