

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-2200
Introduction Date	9/25/24
Enactment Number	
Enactment Date	



# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** September 25, 2024

**Subject** Services Agreement 2024-2025 – SmartStart Education, LLC – Special Education Department

**Ask of the Board** Approval by the Board of Education of Award of RFP #24-147PEC, and approval of a Services Agreement 2024-2025 with SmartStart Education, LLC, by and between the District and SmartStart Education, LLC, New Haven, CT, 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 \$300,000.00.

**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. Smart Start Education 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 \$300,000.00 using Special Education Resource 6500.

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

**Attachment(s)**

- Services Agreement 2024-2025 - SmartStart Education, LLC – Special Education Department
- Intent to Award Notice
- RFP Document
- SmartStart Education, LLC - Proposal



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

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

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

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

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

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

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

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

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

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

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

**REST OF PAGE INTENTIONALLY LEFT BLANK**

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

**VENDOR**

Name: Isaak Aronson Signature: 

Position: Founder/CEO Date: 8/20/2024

*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: Sondra Aguilera Signature: 

Position: Chief Academic Officer Date: 8/29/2024

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

Name: Kyla Johnson-Trammell Signature: \_\_\_\_\_

Position: Superintendent Date: \_\_\_\_\_

**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:** SmartStart Education, LLC

---

1. **Services.** Describe the SERVICES VENDOR will provide: academic intervention services, include assessment of student progress and direct supplemental academic interv  
SmartStart will communicate with OUSD about referral status and student progre  
progress reports as requested. Tutors/staff will use student data and, where relev  
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: \_\_\_\_\_ 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): Certificated tutor: \$78/hr in '24-25, \$80.34 in '25-26, \$82.75 in '26-27. Noncertif: \$64 (24-25), \$65.92 (25-26), \$67.90 (26-27)

- 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:** \$300,000.00

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: Isaak Aronson  
Address: 59 Elm Street  
City, ST Zip: New Haven, CT06405  
Phone: 8882621059  
Email: iaronson@smartstarteducation.coi

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 OUSD and SmartStart Education

Final Audit Report

2024-08-20

Created:	2024-07-01
By:	Jennifer Blake (jennifer.blake@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARvchgIj3j3baC2BANrdYtnnlwL34XWO4

## "Contract between OUSD and SmartStart Education" History

-  Document created by Jennifer Blake (jennifer.blake@ousd.org)  
2024-07-01 - 7:55:42 PM GMT- IP address: 104.192.8.69
-  Document emailed to ISAAK ARONSON (iaronson@smartstarteducation.com) for signature  
2024-08-20 - 7:10:29 PM GMT
-  Email viewed by ISAAK ARONSON (iaronson@smartstarteducation.com)  
2024-08-20 - 7:30:02 PM GMT- IP address: 72.104.2.141
-  Document e-signed by ISAAK ARONSON (iaronson@smartstarteducation.com)  
Signature Date: 2024-08-20 - 7:55:04 PM GMT - Time Source: server- IP address: 72.104.2.141
-  Agreement completed.  
2024-08-20 - 7:55:04 PM GMT



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

## **NOTICE OF INTENT TO AWARD**

**June 28, 2024**

**To: Smart Start Education**

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

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

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

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

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

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

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

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

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



# 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.

**SmartStart Education, LLC Response to Request  
for Proposal (RFP) # 24-147PEC for Tutoring and  
Supplemental Academic Support for Students  
with Disabilities for Special Education  
Department**

**Due Date: June 14, 2024**

**Submission Date: June 13, 2024**

## SmartStart Education, LLC Response to RFP # 24-147PEC

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## Section 1

# Oakland Unified School District Application

**Oakland Unified School District Application**

<b>SmartStart Education, LLC</b>			
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Website (if applicable):	<a href="https://www.smartstarteducation.com/">https://www.smartstarteducation.com/</a>		

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

Tax Classification:	<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:		



Section 2  
Cover Letter





**June 13, 2024**

**Re: SmartStart Education, LLC Response to Request for Proposal (RFP) # 24-147PEC for Tutoring and Supplemental Academic Support for Students with Disabilities for Special Education Department**

Dear Mr. Flores,

SmartStart Education, LLC (“SmartStart”) is very excited by the prospect of partnering with participating Oakland Unified School District (hereafter referred to as “OUSD”) in order to provide academic tutoring/supplemental intervention services for students with identified disabilities who have Section 504 Accommodation Plans or Individualized Education Programs (IEPs) through Special Education. SmartStart seeks to support students from all backgrounds and provide all students with the tools, resources, and targeted attention that they need to maximize their potential, have successful and fulfilling academic careers and, in turn, productive careers and lives. SmartStart has the experience, qualifications, and resources to provide tutoring/supplemental intervention services for students with identified disabilities who have Section 504 Accommodation Plans or Individualized Education Programs (IEPs) through Special Education to students in grades TK through 12, as will be discussed further in our RFP response.

***About SmartStart Generally***

SmartStart was founded in 2007, and is headquartered in New Haven, Connecticut. SmartStart has been providing high-quality academic and tutoring services, including Special Education tutoring programs to urban districts since its inception. SmartStart Education is an academic solutions company led by experienced educators who provide proven, results-focused, TK-12 instructional solutions. SmartStart Education has been providing high-quality educational services for 17 years, delivering learning programs that improve academic achievement, enhance self-esteem, raise test scores, and promote excellence in teaching and learning, both in schools and home-based.

SmartStart Education has served over 35,000 students, attending hundreds of schools in over 100 districts. Over 95% of SmartStart’s students come from ethnic/racial minorities. Nearly 25% of SmartStart’s students are English Language Learners, and nearly 15% of our students are designated as having special needs. The number of students participating in SmartStart Education’s programs continues to grow due to the company’s reputation for its program management, excellent curricula, and dedicated staff. SmartStart has evolved into a full-service academic solutions provider, offering high-quality instructional services and courses before, during, and after school, on weekends, and during the summer. These services cater to small groups, one-on-one sessions, academically disadvantaged students, underachievers, English Language Learners, Special Education students, and Pre-K-12 schools. Additionally, SmartStart offers professional development for teachers and school leaders, parent involvement programs aligned with national PTA standards, and comprehensive student assessment, including pre- and post-tests and ongoing instructional evaluations.

***Why SmartStart is Well Suited to Provide Tutoring and Supplemental Academic Support for Oakland Students with Disabilities***

SmartStart’s tutoring services provide intensive supports to accelerate learning for students. SmartStart is an eager and capable partner in helping to remove obstacles to learning and accelerate learning so as to



prepare students for future success. This is the exact type of work that SmartStart has been doing for the last 17 years and upon which our reputation has been built.

SmartStart is able to fulfill every aspect of the RFP, as will be discussed at length in response to the Scope of Work. SmartStart has demonstrated experience in delivering tutoring programs for large numbers of students in urban school districts, including those with delays or disabilities who are failing or at-risk of failing. Additionally, SmartStart has extensive experience working with students in alternative learning environments, ensuring that all students receive the support they need to succeed academically. SmartStart has strong project management and scheduling skills, ample experience with conducting tutoring sessions in ELA, reading, and mathematics, extensive working knowledge with administering and interpreting assessments, and the ability to design individualized instructional interventions in response to student data. SmartStart's tutors are appropriately qualified and are carefully and thoroughly vetted.

SmartStart prides itself on running high-quality tutoring programs, as well as our ability to be extremely flexible and accommodating to school, district, and student needs. We hire only the most qualified tutors, ensure that tutoring content is aligned to classroom areas of study, and work tirelessly to ensure that all students have access to the highest quality instruction available.

SmartStart also strives to provide unparalleled customer service. Although we cannot guarantee that no issues will arise, we can guarantee that we will thoughtfully and diligently respond to all issues within 24 hours, and usually quicker than that. The schools and districts with whom we work have a true partner who is accountable for the fidelity of the agreements into which we enter. This is evidenced by the fact that over 95% of our partner schools from the 2022-2023 school year have contracted to work with SmartStart again for the 2023-2024 school year.

### ***Affirmations from Individual Authorized to Legally Bind SmartStart***

As the CEO and Founder of SmartStart, please accept this letter wherein I declare that:

1. I am authorized to legally bind SmartStart to the proposal.
2. I provide my endorsement and financial support for the tutoring services described in this application.
3. I hereby acknowledge and accept all terms of this RFP without alterations or amendments.

### **Conclusion**

We appreciate the opportunity to illustrate how SmartStart can partner with OUSD to achieve maximum learning gains for students through tutoring programs. If additional information or documentation would be useful in your evaluation of our proposal, please do not hesitate to contact me at (888) 262-1059 ext. 305 or (203) 751-7160.

All the best,

Dr. Isaak Aronson  
CEO and Founder of SmartStart Education, LLC  
[iaronson@smartstarteducation.com](mailto:iaronson@smartstarteducation.com)  
Phone Number: (888) 262-1059 ext. 305

# Section 3

## Scope of Work

## Scope of Work

### **I. SmartStart's ability to provide OUSD with tutoring/supplemental academic intervention services**

SmartStart Education excels in delivering comprehensive tutoring and supplemental academic intervention services tailored to the unique needs of students within OUSD. Our expertise extends specifically to supporting students with identified disabilities who possess Section 504 Accommodation Plans or Individualized Education Programs (IEPs) through Special Education. We have a deep understanding of the diverse academic challenges these students face and are equipped with specialized strategies and resources to address their individual needs effectively.

Our commitment to inclusivity extends to supporting students from diverse backgrounds, providing them with the tools, resources, and focused attention needed to excel academically. Whether a student requires remedial support, enrichment activities, or assistance with specific learning accommodations, our programs are designed to cater to a wide range of academic needs.

In addition to our specialized expertise, SmartStart Education is well-versed in OUSD's referral procedures. We understand the importance of adhering to these processes to ensure a smooth transition for referred students into our programs. This includes collaborating closely with OUSD staff, educators, and families to gather essential information about each student's academic history, strengths, challenges, and goals.

Once students are enrolled in our programs, we implement a personalized approach to address their academic needs effectively. Our tutors undergo rigorous training and receive ongoing support to deliver tailored instruction, implement specialized interventions, and provide individualized support to students requiring additional assistance. This personalized approach ensures that each student receives the targeted support they need to succeed academically and thrive in their educational journey within OUSD.

SmartStart firmly believes that all children, even those furthest from proficiency, can realize their full potential and lead productive and fulfilling lives as long as they have access to high quality teachers, who care deeply about the success of their students, are well trained and supported, who are armed with high-quality curriculum and learning materials, and who are committed to developing sustained, consistent relationships with their students. With this guiding vision and mission in mind, it is SmartStart's overall tutoring program goal to ensure that 90% or more of its students show evidence of learning gains by the end of the tutoring program. We outline below exactly what our core values and beliefs are as an organization, the structures that we put in place to successfully implement our vision, and indicators we track to determine the successful implementation of our vision.

#### **SmartStart's Beliefs and Values:**

- **Student-centered learning:** SmartStart believes that all students, even those furthest from proficiency, can learn and succeed, and that instruction should be tailored to the individual needs and strengths of each student.
- **Importance of equity:** SmartStart is commitment to closing the achievement gap and ensuring that all students have access to high-quality education.
- **Data-driven decision making:** SmartStart believes in frequent assessments and using such assessment data to inform instruction and track student progress.
- **Collaboration:** SmartStart believes that collaboration between teachers, tutors, the district, the State, students, and families is critical to a successful tutoring program.
- **Consistent, quality instructor:** SmartStart is of the firm belief that providing students with access to consistent, quality educators throughout the duration of the program are essential to student

learning gains. Having a close personal relationship between student and tutor is foundational to motivating students to reach their full academic potential.

### **Structures to Support the Implementation of SmartStart's Personalized Tutoring Programs:**

- **Formative assessments:** SmartStart uses assessments to identify student strengths and weaknesses and adjusts instruction accordingly.
- **Differentiated instruction:** SmartStart provides instruction that is tailored to the individual needs of each student. This includes using different materials and resources, grouping students in different ways, and providing different levels and/or types of support.
- **Flexible learning environments:** SmartStart structures tutoring sessions to allow students to learn at their own pace and in their own way. This includes using technology, creating learning stations, providing opportunities for student choice, and making thoughtful student groups and tutor/student pairings.
- **Professional development:** SmartStart provides tutors with ongoing support, training and professional development on effective personalized learning best practices.

### **Evidence of Success of SmartStart's Vision in Action:**

- **Students are happy and actively engaged in their learning:** Students are excited about coming to tutoring sessions and are motivated to learn. Students attend at least 75% of scheduled tutoring sessions.
- **Teachers know their students well:** Tutors are able to identify each student's strengths and weaknesses and provide targeted instruction.
- **Students are making progress:** On an individual level, students are meeting their academic goals and are on track for success. At a macro level, 90% or more of students show evidence of learning gains by the end of the program.
- **There is a positive and supportive learning environment:** Students feel safe and supported in taking risks and learning from their mistakes.
- **Tutors are happy and motivated:** Tutors should have minimal absences, arrive to tutoring session on time and prepare for each session, and show evidence of genuine interest in student wellbeing and growth. This is monitored by SmartStart's Program Managers, Regional Coordinators and the Program Administration Team, as will be discussed in greater detail in response to the Program and Services section below.

## **II. SmartStart's familiarity and ability to work with referred students following a dispute or compliance compliant process**

SmartStart's extensive experience in working with referred students following a dispute or compliance complaint process, particularly focusing on those with identified disabilities and possessing Section 504 Accommodation Plans or Individualized Education Programs (IEPs) through Special Education, provides us with a deep understanding of the intricate procedures and regulations associated therewith. We approach these situations with utmost care and diligence, conducting comprehensive reviews of all relevant policies and legal requirements to ensure strict adherence. Our team is equipped with the knowledge and expertise to navigate any complexities that may arise during these processes, allowing us to effectively address concerns and resolve disputes while upholding the rights and welfare of the students involved. Through proactive communication and collaboration with OUSD officials, we strive to achieve resolutions that prioritize the academic well-being and success of the students we serve.

### **III. SmartStart's ability to provide timely and consistent tutoring for referred students**

In navigating the procedural intricacies surrounding student referrals, SmartStart's approach is rooted in meticulous planning and proactive engagement. We understand the urgency of addressing students' needs promptly and consistently, particularly in times of heightened complexity. Our team is adept at tailoring support and guidance to suit the unique circumstances and aspirations of referred students, ensuring that our interventions are not only timely but also highly effective in meeting their educational goals.

Moreover, SmartStart maintains a steadfast commitment to transparent communication throughout the referral process. We establish open lines of dialogue with all stakeholders involved, providing regular updates on the progress and status of referred students. This proactive approach fosters a sense of accountability and transparency, ensuring that all parties are well-informed and actively engaged in the intervention process. By prioritizing clear communication and tailored support, SmartStart ensures that referred students receive the timely and consistent tutoring they need to thrive academically.

SmartStart excels in navigating the complexities of student referrals, through meticulous planning and proactive engagement. We prioritize addressing students' needs promptly and consistently, tailoring support to suit their unique circumstances and goals. Transparent communication with stakeholders ensures accountability and active engagement throughout the intervention process, promoting student success. SmartStart ensures that referred students receive the timely and consistent tutoring they need to thrive academically.

In addition to our commitment to documentation and communication described below, we understand the critical importance of timely response and consistent service provision. We recognize that students require support without delay, and we are dedicated to ensuring that they receive the assistance they need when they need it. This commitment further underscores our mission to promote positive outcomes and empower students to reach their full potential.

### **IV. SmartStart's ability to provide OUSD with ongoing documentation of student participation and progress**

SmartStart's dedication to meticulous documentation is foundational to our ability to provide effective intervention services for OUSD students. We employ a comprehensive approach that involves not only tracking student participation but also closely monitoring student progress throughout the intervention process. Through detailed record-keeping, we ensure that every aspect of a student's journey is accurately documented, allowing us to make informed decisions and adjustments to our support strategies as needed.

Our commitment to adhering to established procedures underscores our dedication to addressing student needs with precision and care. We recognize that every student is unique, with individualized needs and circumstances, and we prioritize the creation of personalized plans that are finely tailored to each student's educational goals and requirements. This personalized approach ensures that our interventions are effective and impactful, setting students on a path towards success.

Open communication channels with all stakeholders involved in the process are a cornerstone of our operations. We believe in transparency and accountability at every step of the way, and we keep all parties informed about the progress and status of referred students. This collaborative approach fosters trust and ensures that everyone involved is working towards the same goal of supporting student success. SmartStart meticulously documents student attendance, participation and progress for OUSD, ensuring accurate tracking, timely delivery of services, and transparent communication with stakeholders.

### **V. SmartStart's Tutor Qualifications**

SmartStart has an intensive screening process for all academic staff working with students, including a comprehensive background check, typically completed within 10-14 days.

**Qualifications and Job Description:** Prospective tutors must have a Bachelor's degree or higher in a related field, with a preference for advanced coursework in the subject they will teach. They must also have at least one year of prior teaching or tutoring experience in the same subject area and grade levels. Candidates must pass a background check as required by California state law and be racially and linguistically representative of the student populations served. High emotional quotient (EQ), stability, reliability, and a passion for helping students achieve their goals are essential. Preference is given to those with foreign language capabilities. Candidates must have reliable transportation, be able to conduct tutoring sessions independently, communicate effectively with SmartStart and key stakeholders, develop and execute individualized learning plans, and attend all relevant SmartStart and California DOE and OUSD training sessions.

**Screening Process:** The screening program includes four types of interviews. Candidates must submit a resume, cover letter, and complete a written application with prescreening questions. Those who meet the criteria stated above are invited to an initial virtual interview with the Talent Acquisition Team. Successful candidates proceed to a second interview with additional team members, focusing on content knowledge, teaching experience, emotional and social intelligence, and passion for student learning. SmartStart seeks culturally and linguistically responsive tutors and prefers hiring local teachers (retired, former, or active) who are familiar with the student population. Each candidate must provide three professional references, which are contacted by the Talent Acquisition Team. After passing the initial screening, interviews, and reference checks, candidates must obtain a criminal background check. SmartStart supports prospective tutors through this process, leveraging 17 years of experience with district, state, and FBI background check procedures. The Talent Acquisition Specialist verifies clearance, which is then double-checked by the Talent Acquisition Manager, ensuring student safety. These rigorous procedures secure a talented, committed, diverse, and fully vetted team of tutors, ready to provide high-quality tutoring services for OUSD schools.

## **VI. SmartStart's Tutor Training Process**

SmartStart places paramount importance on deploying highly qualified academic tutors equipped with evidence-based intervention materials and assessments to address students' academic needs effectively. Our rigorous training process ensures that our tutors possess the requisite skills and expertise before they begin their service.

**Orientation:** SmartStart's orientation begins during the interview process, where the Talent Acquisition Team informs each candidate about SmartStart generally and about our approach to education and tutoring. By the time candidates are offered a position with SmartStart, they already have a strong sense of our corporate culture, how they fit into the corporate fabric and what we expect of them as a tutor. However, once candidates are officially onboarded (cleared with Human Resources, background checked, and entered in our personnel systems), there is an initial orientation meeting, where we inform them of the general particulars of their intended placement. We also orient them to the curricular specifics for their assignment. This is a one-hour orientation meeting which covers: a) operational tasks, such as expectations for day one, where to find curriculum materials, getting acquainted with the classroom, material that need to be brought to each session, etc., b) the implementation of curriculum materials, c) the implementation of assessments, d) tutoring best practices, and d) information regarding key stakeholders (i.e., students, classroom teachers, key administration, and SmartStart's assigned Program Manager and Program Director).

**Pre-Service Training:** Before being placed in front of students, tutors are intensively trained in usage of scope and sequence of curriculum and school course requirements, and in evidence-based tutoring best practices. As part of the curriculum training, tutors complete a 2–3 hour asynchronous online training put on by SmartStart. Each course includes assessments to check for understanding and opportunities for role play. Participants must score at least 80% on all assessments to successfully complete Pre-Service Training. Tutors also receive training on instructional strategies for working with students with disabilities, and relationship building, to ensure all students can equitably access tutoring instruction. Tutors are extensively trained in how to manage documentation, and how to utilize assessment tools and data to adjust instruction. Tutors are trained in how to engage with students in a positive, motivating and enthusiastic manner, as well as how to manage groups of students (i.e. classroom management skills).

Pre-service training must be completed before the contractual start date for each tutor. All pre-service training is assigned, tracked, documented and monitored by the assigned Curriculum Specialist.

**Ongoing Training and Support to Ensure Tutor-Student Continuity:** During the provision of tutoring services, each month during which the program runs, SmartStart tutors continue their training on usage of the scope and sequence of curriculum and school course requirements, as well as in evidence-based tutoring best practices. Tutors also receive training on instructional strategies for ELLs, working with students with disabilities and relationship building. Tutors are also extensively trained in how to utilize assessment data to adjust instruction. SmartStart meets tutors where they are and tailors training to tutor's level of experience. For example, new tutors will spend more time focusing on effective teaching skills and use of curriculum. Returning tutors will participate in professional development involving a high level, in-depth, interactive, self-reflective approach to building tutor capacity to impact and increase learning gains in 90% or more of students.

Throughout the duration of the tutoring program, all tutors receive three levels of training/support: weekly 1:1 synchronous instructional coaching (virtual or in-person), monthly self-directed asynchronous reflective learning activities, and live group training on research-based strategies/techniques/best practices.

For self-directed learning, tutors are provided with a comprehensive list of research-based resource videos, presentations and articles related to relationship-building, social-emotional learning and culturally responsive teaching practices. Self-learning is closely monitored and supported by the Curriculum Specialist with bimonthly check-ins and coaching conversations.

Additionally, SmartStart trains its tutors to lead tutoring sessions without the supervision of school staff, to the greatest extent possible. SmartStart understands that district officials, school administration and classroom teachers are busy with their own programming and, therefore, seek to be self-sufficient so as not to burden teachers and administrators. At the same time, SmartStart does seek to collaborate with teachers and administrators to make sure that necessary information is exchanged so that students get the most out of their tutoring sessions. All schools and tutors are assigned a Curriculum Specialist to support tutors with curriculum and instruction, collaborate, conduct tutor observations and ensure the overall program goal (i.e., 90% or more of students show evidence of learning gains by the end of the program). The SmartStart Curriculum Specialist supports schools and tutors to ensure training and tutoring aligns with the districts and school's learning goals and target areas of focus. All schools and tutors are also assigned a Curriculum Coordinator who serves as a direct point person for schools and tutors for all non-instructional support. Curriculum Coordinators provide daily technical support with tasks such as student rostering, assigning tests, Q&A, searching for resources, troubleshooting and shipping/tracking of material to schools.

SmartStart tutors receive approximately 3-hours of in-service training per month, but also received ongoing support from SmartStart's Program Managers and Program Directors, as well as the Curriculum Coordinator, who provides mentorship, assistance in resolving issues that arise, provide scheduling help,



liaise with school and district personnel and so forth. SmartStart tutors have a tremendous amount of institutional support.

SmartStart values tutor-student continuity and has several policies in place to ensure that, to the maximum extent possible, students start and end their tutoring journey during a tutoring program/academic year with the same tutor. When hiring tutors, it is made clear in the interview and the initial contract (once an offer is made) that continuity of service is valued tremendously. We ask all candidates, prior to accepting a position with SmartStart, to reflect upon whether their life circumstances will allow them to complete their assigned post with SmartStart. If a candidate cannot commit to their assigned tenure, they are encouraged not to accept the position. On the flip side, SmartStart often offers a bonus to tutors, that is only paid out upon the successful completion of an assignment. Finally, SmartStart seeks to hire tutors who are passionate about helping students succeed. We find that tutors who have this innate passion and mission are more likely to commit to their students and see their assignments through. SmartStart believes that student-tutor continuity is a key element of any successful tutoring program.

All in-service training is assigned, tracked, documented and monitored by the assigned Curriculum Specialist.

## **VII. SmartStart's evidence-based curricular materials**

SmartStart has had extensive experience with curriculum standards in its programming with students over the past 17 years. SmartStart also has extensive experience with applying curriculum standards to students with special needs and understands how various student disabilities and learning differences impact attainment of educational standards in a wide variety of subject areas. Ensuring that students are making consistent progress towards grade-level standards, as appropriately adjusted for any disabilities and learning differences, is an integral part of SmartStart's academic programming.

SmartStart's tutoring programs are built on a foundation of high-quality, research-based materials and evidence-backed teaching strategies aimed at enhancing student comprehension and performance. To ensure alignment with classroom learning, our tutors integrate school curriculum and assessment materials, collaborating closely with school staff to tailor tutoring sessions to meet student needs effectively. Before tutoring begins, baseline data is collected to inform instructional decisions, with pretest data used to identify areas of weakness and personalize instruction. Progress monitoring is structured around initial and ongoing assessments, including formative assessments embedded within lessons and summative assessments at unit completion. Our tutoring program employs a robust progress monitoring system, administering tests every four tutoring hours to assess skill development and track individual progress. Tutors analyze test results to evaluate instruction efficacy and provide targeted support when needed. Additionally, formative assessment techniques are utilized to gather ongoing feedback on student progress, guiding instructional decisions and promoting student self-reflection. Lastly, summative assessments depict student growth throughout the implementation of the program.

SmartStart also offers the implementation of Acadience Reading K-6 and Voyager Sopris Curriculum products, including but not limited to, ELA Passport, ELA Language Live, Math VMath, Math TransMath. Voyager Sopris Learning offers comprehensive, evidence-based curriculum solutions designed to support literacy and math education. These programs are research-backed and structured to address diverse student needs through systematic, explicit instruction. The curriculum features highly structured lessons that guide teachers through step-by-step instruction, regular assessments to track student progress and guide instructional decisions, intensive intervention programs for students requiring additional support to reach grade-level proficiency, and professional development for educators to effectively implement the curriculum.

Voyager Passport is a K-5 reading intervention program that offers research-based daily lessons, frequent progress monitoring, and Ticket to Read® technology practice to enhance reading skills in young learners. Language Live is a 6-12 reading intervention program in which it combines high-interest reading expeditions with research-based instruction, capturing students' interest and accelerating their learning. VMath is a 2-8 math intervention that fills critical learning gaps with a balanced, systematic approach, utilizing print materials, robust assessment, and online technology to create confident, independent math learners. TransMath is targeted for grades 8+ as a comprehensive math intervention program. TransMath is targeting middle and high school students who lack foundational skills for algebra. It uses a dual-topic approach to improve math skills, emphasizing fewer topics in greater depth while accelerating students to more advanced math concepts, from number sense to rational numbers.

To accommodate students with disabilities, the Voyager Sopris curriculums can be modified in several ways. Differentiated instruction is a key strategy, with lessons adjusted to meet the unique needs of each student. This includes simplifying instructions, breaking tasks into smaller steps, or providing additional examples and practice, ensuring flexible pacing so students who need more time to grasp concepts are not left behind. Multisensory approaches are also vital; visual supports like charts, diagrams, and graphic organizers help students better understand and retain information, while auditory supports such as audio recordings of texts, instructions, and lessons assist students with auditory processing disorders or reading difficulties. Additionally, incorporating kinesthetic activities and manipulatives engages students with different learning styles and needs.

Assistive technology plays a significant role in these adaptations. Text-to-speech tools help students with reading disabilities access written content, while speech-to-text tools allow students with writing difficulties to express their thoughts and complete assignments more effectively. Collaborative learning, through peer support and peer-assisted learning, provides opportunities for students with disabilities to learn from classmates and develop social skills, while paraprofessional support in the classroom offers additional assistance during lessons. Behavioral supports, such as positive behavioral interventions and supports (PBIS) and creating a structured and predictable classroom environment, help manage classroom behavior and encourage positive participation.

Professional development for educators is crucial to these adaptations. SmartStart's specialized training on how to adapt and modify the curriculum for students with disabilities ensures effective implementation, and ongoing support provides continuous professional development and resources to address the evolving needs of students. By incorporating these adaptations, the Voyager Sopris curriculum can effectively support students with disabilities, ensuring that all students have access to a high-quality education tailored to their individual needs.

Collaboration with SmartStart's Curriculum Specialist ensures alignment with student data analysis and the adjustment of learning plans as needed. Weekly meetings inform differentiation strategies, specialized practices for diverse learners, and the incorporation of supplementary materials. This dynamic approach allows tutors to continuously refine instruction, meeting students at their level and supporting their academic journey effectively. Ultimately, SmartStart ensures that tutors have access to appropriately trained and experienced, providing them with evidence-based intervention and curricular materials to enhance student learning outcomes.

### **VIII. SmartStart's Assessment Materials and Methodology**

SmartStart has extensive experience with curriculum-based assessments in its programming with students over the past 17 years. Curriculum based assessments are built into all curriculum employed by SmartStart and the results help tutors to adjust instruction in response to student's needs.

Voyager Sopris assessment materials are designed to provide comprehensive and ongoing evaluation of student progress and learning outcomes. These materials include a variety of formative and summative assessments that align with the curriculum's instructional goals. Formative assessments, such as quizzes, observations, and in-class activities, offer immediate feedback to guide daily instruction and identify areas needing reinforcement. Summative assessments, including standardized tests and end-of-unit exams, measure overall achievement and proficiency in key academic skills. The assessment tools also incorporate diagnostic tests to pinpoint specific learning gaps and inform targeted intervention strategies. Additionally, Voyager Sopris provides progress monitoring tools to track student growth over time, ensuring that instructional adjustments can be made promptly to support each student's learning journey. These comprehensive assessment materials are integral to personalizing education, addressing individual student needs, and promoting academic success.

SmartStart employs active learning strategies, including hands-on activities, discussions, problem-solving tasks, and collaborative projects, to enhance student engagement and involvement. Research shows active learning improves critical thinking, problem-solving skills, and retention rates.

SmartStart tailors' instruction to individual strengths, weaknesses, and interests, aligning with research advocating personalized learning to optimize student outcomes. The program develops metacognitive skills by teaching goal setting, progress monitoring, and self-reflection, supporting student autonomy and academic success.

Using cognitive load theory, tutors manage cognitive load through techniques like chunking information and utilizing visual aids, enhancing learning outcomes. Scaffolding techniques promote independent learning by gradually releasing responsibility from tutor to student.

Emphasizing motivation and a growth mindset, SmartStart fosters a positive learning environment that encourages persistence and effort, key factors in student engagement and academic achievement. Clear communication of program expectations and structure is essential, ensuring tutors and students understand objectives, study areas, and timelines.

Personalized tutoring addresses individual needs with targeted instruction plans to focus on specific skills to meet academic standards. For students below proficiency, SmartStart offers remedial support, reinforcing foundational concepts and providing additional practice. Tutors guide skill improvement with constructive feedback and supplementary resources, empowering students to own their learning journey. SmartStart provides well-trained, experienced tutors with access to evidence-based intervention assessments.

#### **IX. SmartStart's Ability to provide In-Person and Virtual Tutoring Based on Student Need and Family Preference**

SmartStart offers tutoring services both in person and via video conference, accommodating the preferences and needs of students and their families. We prioritize flexibility and accessibility, ensuring that tutoring is convenient and tailored to individual circumstances. SmartStart has 17 years of experience in providing in person tutoring and has provided virtual tutoring since 2012. SmartStart can offer tutoring 7 days a week, year-round, including weekends, school breaks and summer recess. Tutoring typically takes place between the hours of 8am and 8pm, but these hours can be tweaked to accommodate student, family and school needs.

Specifically, since 2007, SmartStart has served over 35,000 students across over 100 school districts. Each year, SmartStart collects pre/post test data on students, as well as surveys from parents, classroom teachers, and observations to evaluate our programs. Using this data, SmartStart is able to measure the effects of its tutoring services and to ensure that tutoring services are being delivered to students in the most efficient and effective manner possible.

SmartStart's students, on average, achieved an overall increase of 23.6% in Literacy and Math scores - as measured by our pre and posttest assessments. Over 85% of SmartStart's students showed at least a 10% increase from pretest to posttest. Further, over half of SmartStart's students have improved their test scores by more than 80% in at least one component of literacy (phonemic awareness, phonics, fluency, vocabulary, and comprehension) and nearly half increase their scores by more than 60% in at least one National Council of Teachers of Mathematics (NCTM) content standard. 79% of SmartStart's students with special needs improve their scores from pretest to posttest by at least 10%, and 37% improve their scores from pretest to posttest by 25% or more.

Whenever possible, we get student state test score data from schools for our students. We then compare their performance rating on the state test in the year prior to attending the SmartStart program and the performance rating after SmartStart's program. In 2022, SmartStart's students increased their State Assessment scores in ELA by an average of 14.1% and in math by an average of 12.7% from 2021 results. In 2021, SmartStart's students increased their State Assessment scores in ELA by an average of 13.2% and in math by an average of 12.4% from 2019 results. In 2019, SmartStart Education's students increased their State Assessment scores in ELA by an average of 12.9% and in math by an average of 13.1% from 2018 results.

In addition to helping students raise their test scores, our programs are effective at improving students' motivation, behavior, and learning in both the classroom and at home. 88% of classroom teachers surveyed report that their students who were enrolled in our program improved their academic performance in class during the school day. Further, 82% of classroom teachers report that our students are more engaged in classroom instruction and that students have gained academic self-confidence. 97% of parents "agree" or "strongly agree" that they are satisfied with our program and say that they would want their children enrolled in our program again.

Finally, SmartStart's partner school, The Angelo Patri School, M.S. 391, in the Bronx, New York, was featured on News 12, The Bronx on June 4, 2024, wherein the Principal, Mr. Ortega, cited that his students gained a year's worth of progress in just 12 weeks due to our tutoring programs. Similarly, in Ohio, one of our tutoring programs gained the attention of the Ohio Governor and the Ohio Secretary of Education, who heard about the successful tutoring program we were running at the Ohio School for the Deaf and Blind, and wanted to see our program in action. Both instances show that our programs are highly effective at improving student learning outcomes (even for students who face incredible physical and mental adversity) in a short period of time and have drawn media attention due to these incredible outcomes.

#### **X. SmartStart's Experience with Providing Tutoring Support to Special Education Students**

SmartStart has extensive experience providing tailored tutoring support to Special Education students, aligning our services with students' Individualized Education Programs (IEPs) to achieve optimal learning outcomes. For over 17 years, SmartStart has supported Special Education students, working closely with the IEP process and using systems like IEP Direct (now Frontline IEP Direct) to facilitate user-friendly and effective program implementation.

Our approach begins with collecting baseline data to inform instructional decisions and determine the appropriate intensity of instruction. Developing appropriate and individualized, educationally based goals

and objectives is a cornerstone of all SmartStart programming. We establish clear learning goals and monitor progress through frequent formative and summative assessments.

Understanding the importance of educational accommodations and modifications, SmartStart ensures that the curriculum is adapted to meet the unique needs of each student. Our Special Education tutors are trained and encouraged to implement the accommodations and modifications best suited to each student's requirements. This approach is critical for Special Education students, whose growth and development often require extra structure and support.

Over our 17 years of service to schools nationwide, SmartStart has worked with students with a wide variety of disabilities, including autism, cerebral palsy, hearing and vision loss, attention deficit disorder (ADD), dyslexia, and various other physical and mental health challenges. Our tutors understand that these challenges can make it difficult to access the curriculum physically, intellectually, and emotionally. Therefore, they identify and provide the necessary accommodations to ensure the curriculum is accessible to all students. While having a strong, research-based curriculum is vital, it can only be effective if it is adapted to meet the specific needs of each student.

Weekly collaboration between tutors and Curriculum Specialists ensures data-driven adjustments to learning plans. Students demonstrating less than 80% mastery receive additional reteaching and practice. Our approach also incorporates differentiation strategies and specialized techniques for supporting Special Education students. Tutors use multi-sensory techniques to accommodate diverse learning needs, with weekly assessments providing valuable feedback to refine instruction. This ensures our tutoring remains responsive to individual needs, fostering a dynamic learning experience tailored to each student. SmartStart's expertise with Special Education ensures that we provide effective, personalized assistance to help every student achieve their full potential.

Subsection A  
Term of Agreement

## Term of Agreement

SmartStart Education acknowledges and agrees to the specified terms of the agreement. We understand that the duration for meeting the district's criteria and being selected is set for two years and eleven months, beginning on August 1, 2024, and concluding on June 30, 2027. During this period, we are committed to upholding all outlined terms and contributing positively to the educational goals and objectives set forth by the district. We look forward to a successful partnership and to supporting the academic achievements of the students within this timeframe.

## Subsection B

### Provider Outcomes and Deliverables



## **Provider Outcomes and Deliverables**

1. SmartStart Education understands and agrees to contact each referred family within two working days of referral. Our Program Management team holds an implementation meeting prior to the start of tutoring with the referred family to answer any lingering questions, explain our tutoring program, and finalize any logistics. Tutors will also be accessible, either in person, by phone, or via Zoom or Teams, to meet or speak with families directly to make sure that they are fully apprised of the students' tutoring progress, obstacles, scheduling, etc. This proactive approach ensures that families are well-informed and comfortable with the tutoring process, setting the stage for a successful educational experience.
2. SmartStart promises to match each referred student with an appropriately trained and experienced tutor. SmartStart understands and agrees not to exceed 10 working days for virtual platform tutoring and 20 working days for in-person services. By adhering to these timelines, SmartStart guarantees that students receive the educational assistance they need without unnecessary waste or delays, fostering a productive and supportive learning environment.
  - a. SmartStart acknowledges the varying requirements for tutors based on individual referrals and is committed to following established protocols to ensure the best match for each student. We understand that some cases may only need a tutor with minimum qualifications of a BA/BS and appropriate training, while others may require a California credentialed teacher with appropriate and approved state license(s) and certification(s). SmartStart understands OUSD prefers California state credentialed tutors. SmartStart will carefully assess each referral to determine the appropriate qualifications needed and ensure compliance with these standards, providing the most suitable tutor for each student's unique needs.
3. SmartStart ensures that every tutor employed by the organization has access to essential school materials and high-quality, evidence-based intervention or curricular resources. Essential school materials include but are not limited to: pen, pencil, paper, notebook, folder, calculator, computer or laptop or tablet. Curricular resources include but are not limited to: OUSD implemented curriculum, SmartStart implemented curriculum such as Acadience, and Voyager ELA and math curriculum. SmartStart will provide comprehensive training on the use of these curricular materials, ensuring tutors are well-prepared to deliver effective instruction. By equipping tutors with the necessary tools and resources, SmartStart guarantees that each student receives a high standard of education, tailored to their specific needs. This commitment to quality and accessibility supports the overall academic success and well-being of the students we serve.
4. SmartStart is committed to thoroughly understanding each referred student's Individualized Education Program (IEP). To achieve this, our curriculum specialist, program director, program manager, and tutor will read the IEP in its entirety, with particular attention to the IEP goals and progress notes. This detailed review helps identify the student's areas of need and tailor instructional strategies accordingly. By focusing on

the specific goals and progress outlined in the IEP, SmartStart ensures that our interventions are directly aligned with the student's personalized educational objectives, promoting more effective and targeted support.

5. SmartStart commits to promptly notifying the OUSD Special Education Department staff when a tutor is matched with a referred family. SmartStart will provide OUSD Special Education Department staff with the tutor's full name, email address, and phone number. This notification ensures that OUSD is kept informed of the assignment status and the readiness of tutoring services. Additionally, SmartStart will inform the OUSD Special Education Department staff as soon as the tutoring services commence. This two-step communication process guarantees transparency and coordination between SmartStart and OUSD, facilitating seamless support for the student's educational needs.
6. SmartStart commits to completing an initial assessment for each referred student within the first two completed tutoring sessions. This assessment involves evaluating the student's current academic performance and identifying specific strengths and areas of need. The process includes reviewing the student's Individualized Education Program (IEP), if applicable, and conducting diagnostic tests to gather data on the student's skills and knowledge. This timely assessment allows SmartStart to tailor the personalized tutoring plan effectively, ensuring that instruction is customized to address the student's unique educational requirements right from the start.
7. SmartStart is committed to meticulously tracking scheduled, attempted, and completed tutoring services for each referred student. We will maintain detailed records of these sessions, ensuring accurate documentation of all tutoring activities. Each month, SmartStart will provide the OUSD Special Education Department with a comprehensive summary report. This report will outline the status of each student's tutoring sessions, including any missed or rescheduled appointments, to ensure transparency and allow for effective monitoring of the tutoring program's progress and effectiveness.
8. SmartStart is committed to providing detailed progress reports at trimester intervals or more frequently if needed and/or requested. These reports will include specific data demonstrating each student's progress, highlighting improvements and areas that may require additional focus. The data will be derived from ongoing assessments and will cover key performance metrics aligned with the student's Individualized Education Program (IEP) goals, if applicable. By offering these comprehensive updates, SmartStart ensures that OUSD and families are well-informed about the student's academic development and can make informed decisions about any necessary adjustments to the tutoring plan.
9. SmartStart is dedicated to maintaining clear communication with families regarding the status of their tutoring hours. When there are only five hours of allotted tutoring remaining, or when there are two months left to utilize the remaining hours, whichever comes first, SmartStart will promptly notify each family. This proactive approach ensures that families are aware of the remaining tutoring time and can plan accordingly. It also allows for any

necessary adjustments to be made to maximize the effectiveness of the tutoring sessions and ensure the student's educational needs are fully addressed.

10. SmartStart is committed to completing a thorough post-assessment for each student before the final tutoring session. This assessment will measure the student's progress and achievements relative to their initial baseline data and specific goals outlined in their Individualized Education Program (IEP) if applicable. The results will be compiled into a detailed report, which will be shared with both OUSD and the student's family. This report will provide valuable insights into the student's academic growth and areas that may still need attention, ensuring transparency and facilitating future educational planning.
11. SmartStart is committed to maintaining ongoing communication with Department staff throughout the entirety of the program and specifically in several key situations: if a family cannot be reached despite multiple attempts, if a student misses three or more scheduled tutoring sessions, or if a family express concerns about the services provided. By staying in close contact with Department staff, SmartStart ensures that any issues are promptly addressed and resolved, maintaining the quality and consistency of the tutoring program. This proactive communication helps to ensure that each student receives the support they need and that any barriers to their learning are quickly identified and managed.
12. SmartStart is committed to timely communication with OUSD regarding any changes in company contacts or staffing that may impact ongoing communication. This includes promptly informing OUSD of new contact persons or staffing adjustments to ensure seamless communication and continuity of services. By maintaining up-to-date contact information, SmartStart ensures that all parties involved are well-informed and can continue to collaborate effectively, thereby minimizing any disruptions to the tutoring services provided to students.

## Section 4

# Experience, Qualification, References

## **Experience, Qualification and References**

### **Experience related to scope of work**

Since 2007, SmartStart has served over 35,000 students across more than 100 school districts. Our extensive experience includes working with special needs students, ensuring that our programs are effective and tailored to meet their unique needs. SmartStart customizes its tutoring programs to meet the unique needs of each student.

SmartStart's approach begins with collecting baseline data to inform instructional decisions and determine the appropriate intensity of instruction. We establish clear learning goals and monitor progress through frequent formative and summative assessments. SmartStart ensures that the curriculum is adapted to meet the unique needs of each student. Our Special Education tutors are trained and encouraged to implement the accommodations and modifications best suited to each student's requirements.

Over 17 years of nationwide service, SmartStart has supported students with a wide range of physical, mental, emotional, learning, and behavioral challenges. Our tutors understand the barriers these challenges can create in accessing the curriculum. They identify and implement the necessary accommodations to ensure the curriculum is accessible to all students. While a strong, research-based curriculum is essential, its effectiveness depends on adapting it to meet each student's specific needs.

Weekly collaboration between tutors and Curriculum Specialists ensures data-driven adjustments to learning plans, incorporating differentiation strategies and specialized techniques for supporting Special Education students. Tutors use multi-sensory techniques to accommodate diverse learning needs, with weekly assessments providing valuable feedback to refine instruction. This responsive approach fosters a dynamic learning experience tailored to each student. SmartStart's expertise in Special Education ensures effective, personalized assistance, helping every student achieve their full potential.

### **Processes by which we recruit, hire, train, and retain experience and diverse staff**

SmartStart has a comprehensive process for recruiting, hiring, training, and retaining a diverse and experienced staff, particularly for Special Education. Our Talent Acquisition Team excels at identifying, interviewing, background checking, training, and placing high-quality candidates promptly to meet all contract specifications. This team attracts tutors through a broad network, varied marketing strategies, fair compensation, and a dedicated approach.

The recruitment process at SmartStart includes an intensive screening program with multiple stages: resume submission, pre-screening questions, a phone interview, an initial virtual interview, at least three follow-up interviews with additional team members, reference checks, and a criminal background check. Candidates are evaluated based on their credentials, emotional and social intelligence, and passion for working with students. SmartStart values culturally and linguistically responsive tutors and prefers hiring local teachers when possible. We also adhere to any additional protocols required by OUSD.

General Education and Special Education tutors at SmartStart must demonstrate content knowledge, possess a Bachelor's degree or higher, have at least one year of relevant experience, pass a comprehensive background check, and be racially and linguistically representative of the student populations served. Preference is given to those with high emotional intelligence, stability, reliability, a passion for helping students, foreign language capabilities, and a valid state teaching certification or license, especially in California. Tutors are compensated based on their education and experience levels. With 17 years of experience in guiding candidates through district, state, and FBI background check procedures, SmartStart employs a 2-check system to ensure thoroughness. Candidates are informed of the importance of continuity and incentivized with bonuses for successful completion.

SmartStart's onboarding process begins during the interview phase, where candidates are introduced to the company's mission and educational approach. By the time a job offer is extended, candidates have a solid understanding of the corporate culture and tutor expectations. Once hired, tutors attend an orientation meeting covering operational tasks such as first-day expectations, curriculum materials, and their educational setting. Additionally, they receive training on curriculum implementation, assessment procedures, best tutoring practices, and information about key stakeholders to ensure they are fully prepared for their roles.

Before starting their placements, tutors undergo comprehensive pre-service training focused on the district's curriculum, school course requirements, and evidence-based tutoring best practices. This training includes assessments to ensure understanding, with a minimum score of 80% required for completion. Tutors also receive instruction on strategies for working with students with disabilities and building effective relationships to ensure equitable access to tutoring. The pre-service training, monitored and documented by the assigned Curriculum Specialist, must be completed before the tutor's start date.

### **Training that tutors/interventionists receive upon hire and on an ongoing basis**

SmartStart ensures continuous professional development for its tutors throughout the tutoring program. Each month, tutors receive training on the district's curriculum, evidence-based tutoring practices, instructional strategies for Special Education students, working with students with disabilities, and relationship-building techniques. Training is tailored to each tutor's experience level: new tutors focus on foundational teaching skills and curriculum use, while returning tutors engage in advanced, self-reflective professional development to enhance their instructional impact.

SmartStart provides comprehensive training and support for tutors through three levels: weekly one-on-one coaching, monthly self-directed learning, and live group training. Tutors collaborate weekly with Curriculum Specialists to make data-driven adjustments to learning plans, incorporating differentiation and specialized techniques for Special Education students. For self-directed learning, tutors access research-based resources on relationship-building, social-emotional learning, and culturally responsive teaching, monitored through weekly check-ins. Monthly professional development meetings offer opportunities for tutors to share, learn, and reflect with peers, ensuring responsive and dynamic learning experiences tailored to each student.

Tutors are trained to lead sessions independently, reducing the burden on school staff while still collaborating with teachers and administrators. The Program Management Team ensures tutor training aligns with school instructional methods. Each school and tutor is assigned a Curriculum Specialist for support, ensuring program goals are met, with 90% or more of students showing learning gains.

SmartStart tutors receive approximately four hours of in-service training per month, supported by ongoing mentorship and assistance from Program Managers, Program Directors, and Curriculum Specialists. This support includes help with issue resolution, scheduling, and liaison with school personnel.

### **Curricular materials and assessments used**

At SmartStart, we collaborate closely with school districts to implement their existing curriculum, ensuring seamless integration and continuity in students' learning experiences. Our tutors are trained to understand and utilize the district's scope and sequence, reinforcing key concepts and skills to enhance student understanding and retention.

In addition to following OUSD district curriculum integration, SmartStart offers the implementation of Acadience Reading K-6 and Voyager Sopris curriculum programs such as Passport, Language Live, VMath, and Transmath. These evidence-based programs provide comprehensive support in literacy and math, tailored to meet diverse student needs.

Acadience Reading K-6 is a universal screening and progress monitoring tool that evaluates early literacy skills. It includes six measures—first sounds fluency (FSF), letter naming fluency (LNF), phoneme segmentation fluency (PSF), nonsense word fluency (NWF), oral reading fluency (ORF), and maze (reading passage)—to monitor literacy development and identify at-risk students. This tool supports data-driven interventions, ensuring timely instructional support and improved literacy outcomes. SmartStart utilizes Acadience Reading K-6 as baseline and summative assessments to gauge where students are entering tutoring and their growth throughout the tutoring program.

The Passport curriculum, developed by literacy expert Louisa Moats, and Language Live are designed for struggling readers in grades K-5 and grades 5-12, respectively. These curricula support Special Education students combining foundational skills with advanced comprehension strategies. They include culturally diverse materials, formal assessments, and differentiation resources, employing a blended approach with live instruction and self-paced modules.

Voyager Sopris Learning's Vmath curriculum spans grades 2-8, featuring seven levels with print and digital resources aligned with state standards. It includes various lessons and assessment types to monitor progress and cater to different learning styles. Vmath Live provides an online component with instant feedback, tutorial videos, and rewards to enhance engagement.

TransMath offers targeted math intervention for grades 5-10, focusing on foundational skills for success in algebra. It accommodates students struggling with concrete to abstract concepts, providing explicit instruction in conceptual understanding, computational fluency, and problem-solving. The curriculum includes daily lessons, differentiation time, and a variety of assessments

to monitor progress. Teacher materials and professional development resources support effective implementation. Through these aforementioned comprehensive programs and collaborative efforts, SmartStart ensures effective, personalized assistance, helping every student achieve their full potential.

### **Provide specific examples of prior work in moderate-large, urban school districts**

SmartStart has demonstrated capacity to hire and manage tutors and teachers at scale in moderate to large urban school districts similar to the one outlined in this RFP. We work with large urban districts, including New York City, Baltimore and Washington, DC. Over the last 17 years, SmartStart has provided tutoring services and programs to over 100 districts across Connecticut, Massachusetts, Rhode Island, New York, Maryland, New Jersey, Texas, Indiana, Louisiana, Virginia and Pennsylvania. SmartStart was chosen as an approved vendor of the Texas Vetted Tutor Corps, Houston Independent School District, Steve Carter Literacy Program in Louisiana, the Indiana Learns Program in Indiana, and as a HDT provider in Anne Arundel, Maryland. SmartStart was also chosen as an approved provider of HDT services in the state of Connecticut, and out of 16 approved providers, SmartStart has won the business of over 50% of the LEA's awarded grant funding. Additionally, in New York City, SmartStart is one of 37 approved High Impact Tutoring providers, but 20 out of 80 schools have chosen SmartStart as their preferred HIT partner. More importantly, at The Council of Great City Schools Conference this year, New York featured the successes of SmartStart's tutoring programs in its presentation to superintendents of best practices in high impact tutoring due to the outstanding results of our programs there. Additionally, in Ohio, one of our tutoring programs gained the attention of the Ohio Governor and the Ohio Secretary of Education, who heard about the successful tutoring program we were running at the Ohio School for the Deaf and Blind, and wanted to see our program in action.

SmartStart has been providing various educational services to multiple city entities. Some of these contracts include Fairfield Public Schools in Connecticut, from 9/1/2017 to the present, where we have been supplying in-school, home-bound, and virtual tutors for students with special needs. In the District of Columbia Public Schools, from 12/13/2021 to 6/30/2023, we provided one teacher to each of 116 schools. For Baltimore City Public Schools, from 7/1/2022 to 6/30/2025, we are delivering Extended Learning services to students. With the New York City Department of Education, from 9/1/2018 to 8/31/2026, we are offering Academic Enrichment Services, including tutoring, homework assistance, and study/test-taking skills.

### **Data to demonstrate success meeting district's expectations**

SmartStart's partner school, The Angelo Patri School, M.S. 391, in the Bronx, New York, was featured on News 12, *The Bronx* on June 4, 2024, wherein the Principal, Mr. Ortega, cited that his students gained a year's worth of progress in just 12 weeks due to our tutoring programs. Similarly, in Ohio, one of our tutoring programs gained the attention of the Ohio Governor and the Ohio Secretary of Education, who heard about the successful tutoring program we were running at the Ohio School for the Deaf and Blind, and wanted to see our program in action. Both instances show that our programs are highly effective at improving student learning outcomes



(even for students who face incredible physical and mental adversity) in a short period of time and have drawn media attention due to these incredible outcomes.

Every year, SmartStart collects pre/post-test data, parent and teacher surveys, and observational data to evaluate and enhance our programs. This approach allows us to measure the impact of our tutoring services and ensure their efficiency and effectiveness. On average, SmartStart's students achieved a 23.6% increase in Literacy and Math scores as measured by pre- and post-test assessments. Over 85% of students showed at least a 10% improvement from pretest to posttest. More than half improved their test scores by over 80% in at least one literacy component, and nearly half increased their scores by over 60% in at least one National Council of Teachers of Mathematics (NCTM) content standard. Additionally, 79% of students with special needs improved by at least 10%, and 37% improved by 25% or more.

Whenever possible, we obtain student state test score data from schools and compare their performance ratings from the year prior to joining SmartStart to the year after receiving our tutoring services. In 2022, SmartStart students increased their State Assessment scores in ELA by an average of 14.1% and in Math by 12.7% compared to the previous year without SmartStart. In 2021, ELA scores increased by 13.2% and Math by 12.4% from 2019. In 2019, students improved ELA scores by 12.9% and Math by 13.1% from 2018 results.

### **Parent/Student testimonials or anonymized student data, as relevant**

In addition to helping students raise their test scores, our programs are effective at improving students' motivation, behavior, and learning in both the classroom and at home. 88% of classroom teachers surveyed report that their students who were enrolled in our program improved their academic performance in class during the school day. Further, 82% of classroom teachers report that our students are more engaged in classroom instruction and that students have gained academic self-confidence. 97% of parents "agree" or "strongly agree" that they are satisfied with our program and say that they would want their children enrolled in our program again.

Additionally, behind Section 4, Subsection A, please find an ESSA Evidence Review evaluating our programs. Behind Section 4, Subsection B, please find 3 case-studies of our programs which were conducted by New York City Department of Education. This data was presented at a conference for Superintendents, and SmartStart was used as an example of a successful tutoring program vendor, which was a very proud moment for our company. Behind Section 4, Subsection C, we also include evidence of sustained student success over time for three of our students in a high-dosage tutoring program in Louisiana. Please note that Calvin High School is a preK-12th grade school in Calvin, Louisiana.

Subsection A  
ESSA Evidence Review

**Bernard C. "Jack" Young**  
*Mayor, City of Baltimore*

**Linda Chinnia**  
*Chair, Baltimore City Board of  
School Commissioners*

**Dr. Sonja Brookins Santelises**  
*Chief Executive Officer*

## **ESSA Evidence Review Confirmation**

**Vendor Name:** Voyager Sopris

**Additional Vendor Name (If Applicable):** SmartStart Education

**Product or Service Name:** Passport to Literacy

**Component:** Literacy

**Target Groups:** 4th Grade Students (at or below 30t

**Description of Services:** Passport to Literacy is designed to be used as a supplemental reading intervention provided in small groups daily for 30 min sessions for 1 school year (up to 120 lessons). We scheduled the intervention sessions with the school/teachers outside of their core, classroom reading instruction block, typically during the time that schools had already designated for intervention/enrichment.

The Passport to Literacy intervention is broken into 12, 10-day adventures, with each lesson targeting phonics and word recognition, fluency, vocabulary, and comprehension. To monitor students' mastery of content and progress on oral reading fluency, checkpoints are designed at the fifth and 10th lesson of each adventure. The sequence of instruction began with an Adventure Starter activity (approximately 3 5 min) to build backgroundknowledge by linking the lessons and readings to the adventure.

Then, lessons included two major components; the first, Word Works, or word study, taught students to read and understand unknown multisyllabic words using strategies to break words down into smaller parts, including affixes, roots, and syllabication.

**Outcomes:** Intervention students showed a significant benefit (effect size 0.38) on reading comprehension, but no significant results on word reading or vocabulary.

**Source Type:** Peer-reviewed Article, Journal or Study

**Source:** <https://files.eric.ed.gov/fulltext/ED581509.pdf>

**Study Design:** Randomized control trial (6 districts, 3 states)

**Check if Yes**

**Do the outcomes reviewed align with the proposed product or service?**

**Does the study correct for selection bias?**

**Does the study provide evidence of a statistically significant positive effect?**

**Is a study in progress? (If yes, explain below, including IRB info if appropriate)**

**Study in Progress Info:**

**ESSA Rating:** (Priority Funds require a Rating of Levels 1, 2 or 3. General Title I Funds require a Rating of Levels 1, 2, 3 or 4)

# BALTIMORE CITY PUBLIC SCHOOLS

**Bernard C. "Jack" Young**  
*Mayor, City of Baltimore*

**Linda Chinnia**  
*Chair, Baltimore City Board of  
School Commissioners*

**Dr. Sonja Brookins Santelises**  
*Chief Executive Officer*

## ESSA Evidence Review Confirmation

- 1 - Strong Evidence       2 - Moderate Evidence  
 3 - Promising Evidence       4 - Demonstrates a Rationale  
 No Rating - No Evidence

**Federal Funding Implications:** Can be used for CSI or other federal (Title) funds

**Evidence Comments:**

**Website:** <https://www.voyagersopris.com/>

**Date Last Reviewed:** 2/26/2021    **Reviewer:** Mike Haugh      **Review Form #:** 217

**Bernard C. "Jack" Young**  
Mayor, City of Baltimore

**Linda Chinnia**  
Chair, Baltimore City Board of  
School Commissioners

**Dr. Sonja Brookins Santelises**  
Chief Executive Officer

## ESSA Evidence Review Confirmation

**Vendor Name:** Voyager Sopris

**Additional Vendor Name (If Applicable):** SmartStart Education

**Product or Service Name:** Vmath

**Component:** Math

**Target Groups:** Grades 2 - 8 (struggling students)

**Description of Services:** Vmath® Third Edition is a targeted math intervention for struggling students in grades 2–8 that provides additional opportunities to master critical math concepts and skills. Vmath delivers essential content using strategies proven to accelerate and motivate at-risk students.

Vmath:

- Delivers focused, standards-based instruction, while also providing foundational skills necessary for grade-level success
- Wraps around any core math program
- Provides conceptual development, procedural skill and fluency practice, and application activities
- Delivers explicit support in the skills expected by new, more rigorous standards

**Outcomes:** Consistent benefits at all skill levels (effect size of 0.80)

**Source Type:** Evaluation Reports

**Source:** [https://www.voyagersopris.com/docs/default-source/math/vmath/vmath3e-systemwide-results\\_2015-16.pdf?sfvrsn=408f482\\_2](https://www.voyagersopris.com/docs/default-source/math/vmath/vmath3e-systemwide-results_2015-16.pdf?sfvrsn=408f482_2)

**Study Design:** Quasi-experimental design (Matched analysis)

Check if Yes

Do the outcomes reviewed align with the proposed product or service?

Does the study correct for selection bias?

Does the study provide evidence of a statistically significant positive effect?

Is a study in progress? (If yes, explain below, including IRB info if appropriate)

**Study in Progress Info:**

**ESSA Rating: (Priority Funds require a Rating of Levels 1, 2 or 3. General Title I Funds require a Rating of Levels 1, 2, 3 or 4)**

1 - Strong Evidence

2 - Moderate Evidence

3 - Promising Evidence

4 - Demonstrates a Rationale

No Rating - No Evidence

# BALTIMORE CITY PUBLIC SCHOOLS

**Bernard C. "Jack" Young**  
*Mayor, City of Baltimore*

**Linda Chinnia**  
*Chair, Baltimore City Board of  
School Commissioners*

**Dr. Sonja Brookins Santelises**  
*Chief Executive Officer*

## ESSA Evidence Review Confirmation

Federal Funding Implications: Can be used for CSI or other federal (Title) funds

Evidence Comments:

Website: <https://www.voyagersopris.com/>

Date Last Reviewed: 2/26/2021 Reviewer: Mike Haugh

Review Form #: 219

**Bernard C. "Jack" Young**  
Mayor, City of Baltimore

**Linda Chinnia**  
Chair, Baltimore City Board of  
School Commissioners

**Dr. Sonja Brookins Santelises**  
Chief Executive Officer

## ESSA Evidence Review Confirmation

**Vendor Name:** Voyager Sopris

**Additional Vendor Name (If Applicable):** SmartStart Education

**Product or Service Name:** Passport Reading Journeys - Secondary Struggling Readers

**Component:** Reading **Target Groups:** Middle and High school students

**Description of Services:** Voyager Passport is a supplemental literacy curriculum designed for struggling adolescent readers. It is a very structured approach that provides a series of two-week sequences of lessons, coordinating whole-class and small-group lessons with individualized computer-based practice. The curriculum focuses on comprehension, vocabulary, word study, and writing, with an emphasis on science and social studies content. Formative assessments are given at the end of each sequence. In the successful evaluations, Voyager Passport Reading Journeys was used 50 minutes a day for an entire year, supplementing ordinary English and replacing electives such as art or study hall.

**Outcomes:** Three studies were reviewed. LA middle schools found a small statistically significant positive effect on state tests and GRADE (ES = +0.12), but a VA Middle School study and an IL high school study did not have positive effects.

**Source Type:** Evidence for ESSA

**Source:** <https://www.evidenceforessa.org/programs/reading/passport-reading-journeys-secondary-struggling-readers>

**Study Design:** Multiple randomized controlled trials.

Check if Yes

Do the outcomes reviewed align with the proposed product or service?

Does the study correct for selection bias?

Does the study provide evidence of a statistically significant positive effect?

Is a study in progress? (If yes, explain below, including IRB info if appropriate)

**Study in Progress Info:**

**ESSA Rating: (Priority Funds require a Rating of Levels 1, 2 or 3. General Title I Funds require a Rating of Levels 1, 2, 3 or 4)**

1 - Strong Evidence

2 - Moderate Evidence

3 - Promising Evidence

4 - Demonstrates a Rationale

No Rating - No Evidence

**Federal Funding Implications:** Can be used for CSI or other federal (Title) funds

**Bernard C. "Jack" Young**  
*Mayor, City of Baltimore*

**Linda Chinnia**  
*Chair, Baltimore City Board of  
School Commissioners*

**Dr. Sonja Brookins Santelises**  
*Chief Executive Officer*

## **ESSA Evidence Review Confirmation**

**Evidence Comments:** Per Evidence for ESSA, "Voyager Passport Reading Journeys should be used with caution" as only one of the three studies showed a positive effect.

**Website:** <https://www.voyagersopris.com/literacy/passport-reading-journeys/overview>

**Date Last Reviewed:** 2/26/2021 **Reviewer:** Mike Haugh **Review Form #:** 279



**Bernard C. "Jack" Young**  
Mayor, City of Baltimore

**Linda Chinnia**  
Chair, Baltimore City Board of  
School Commissioners

**Dr. Sonja Brookins Santelises**  
Chief Executive Officer

## ESSA Evidence Review Confirmation

### Notes

More information on Baltimore City School's Blueprint is available here:

<https://www.baltimorecityschools.org/blueprint-success>

ESSA Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments is available here:

<https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseinvestment.pdf>

ESSA Rating Descriptions:

	<b>1 – Strong Evidence</b>	<b>2 – Moderate Evidence</b>	<b>3 – Promising Evidence</b>	<b>4 – Demonstrates a Rationale</b>	<b>No Rating – None</b>
<b>Study Design</b>	Experimental study (e.g., randomized control trial)	Quasi-experimental study	Correlational study with statistical controls for selection bias	Provides a well-specified logic model informed by research or evaluation	N/A
<b>What Works Clearinghouse (WWC) Standard</b>	Meets WWC Evidence Standards <u>without</u> reservations (or is the equivalent quality)	Meets WWC Evidence Standards <u>with</u> or <u>without</u> reservations (or is the equivalent quality)	N/A	N/A	N/A
<b>Favorable Effects</b>	Shows a statistically significant and positive (i.e., favorable) effect of the intervention on a student outcome or other relevant outcome	Shows a statistically significant and positive (i.e., favorable) effect of the intervention on a student outcome or other relevant outcome	Shows a statistically significant and positive (i.e., favorable) effect of the intervention on a student outcome or other relevant outcome	Relevant research or an evaluation that suggests that the intervention is likely to improve a student outcome or other relevant outcome	N/A
<b>Other Effects</b>	Is not overridden by statistically significant and negative (i.e., unfavorable) evidence from other findings in studies that meet WWC Evidence Standards with or without reservations (or are the equivalent quality)	Is not overridden by statistically significant and negative (i.e., unfavorable) evidence from other findings in studies that meet WWC Evidence Standards with or without reservations (or are the equivalent quality)	Is not overridden by statistically significant and negative (i.e., unfavorable) evidence from other findings in studies that meet WWC Evidence Standards with or without reservations (or are the equivalent quality)	An effort to study the effects of the intervention, ideally producing promising evidence or higher, will happen as part of the intervention or is underway elsewhere	N/A
<b>Sample Size and Overlap</b>	Includes a large sample and a multi-site sample, overlapping with populations <u>and</u> settings proposed to receive the intervention	Includes a large sample and a multi-site sample, overlapping with populations <u>or</u> settings proposed to receive the intervention	N/A	N/A	N/A

For questions or concerns, please contact [EssaEvidence@bcps.k12.md.us](mailto:EssaEvidence@bcps.k12.md.us)

# Subsection B

## Case Studies



# CASE STUDY

SmartStart Education High-Impact Tutoring  
Partnership with P.S. 224 Hale A. Woodruff School,  
New York



## BACKGROUND:

P.S. Hale Woodruff School, located in Brooklyn, New York, contracted with SmartStart Education to deliver High-Impact ELA tutoring for the 2022-2023 school year. SmartStart tutors worked with struggling students in grades K-2 in the subject of ELA.

## PROGRAM:

- Intensive one-on-one tutoring help in small group sessions
- Goal setting and communication with classroom teachers
- Curriculum aligned with students' needs
- Consistent tutors to build relationships and better rapport with students
- Convenient sessions offered during the school day to improve participation rate
- In-classroom instruction to provide a safe learning environment
- Bi-weekly progress monitoring

## Kindergarten

- **18%** of students increased their word recognition scores, which was **3% higher than the district average** for HIT students.
- SmartStart students scored **100%** on blending sounds to words, **95%** on letter & sound identification and **88%** on phonological awareness.
- SmartStart students increased their oral reading fluency (Words per Minute) by **10%**.

## First Grade

- **24%** of students increased their word recognition scores, which was **4% higher than the district average** for HIT students.
- **22%** of students increased their word recognition scores, which was **5% higher than the district average** for HIT students.
- First Grade SmartStart students increased Oral Reading Fluency (Words per Minute) by **25%, which was 4% higher than the district average.**
- SmartStart students scored **100%** on blending sounds to words, **95%** on letter & sound identification and **88%** on sight words.

## Second Grade

- **27%** of SmartStart students increased their word recognition scores, which was **3% higher than the district average** for HIT students.
- **18%** of Second Grade SmartStart students increased their word recognition scores, which was **4% higher than the district average** for HIT students.
- SmartStart students scored **100%** on blending sounds to words, **84%** on letter & sound identification and **88%** on sight words.
- SmartStart students increased Oral Reading Fluency (Words per Minute) by **7%**.





# CASE STUDY

## New York City Schools Citywide High-Impact Tutoring Initiative, January 2023–June 2023.

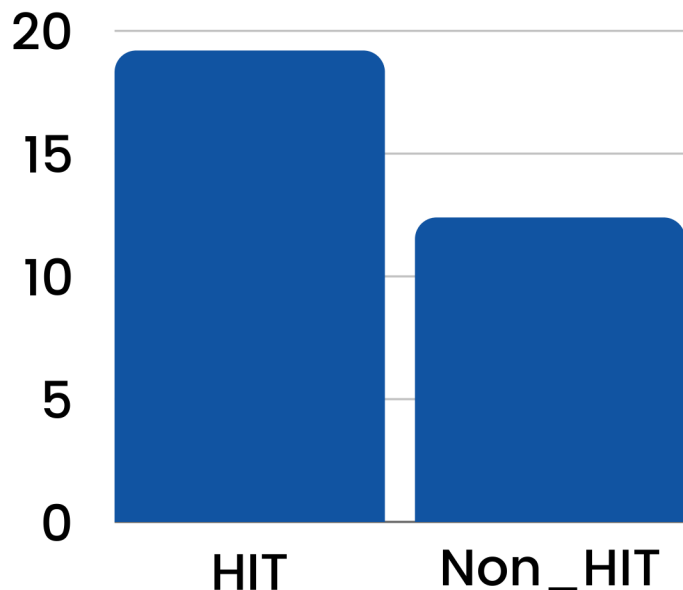


### BACKGROUND:

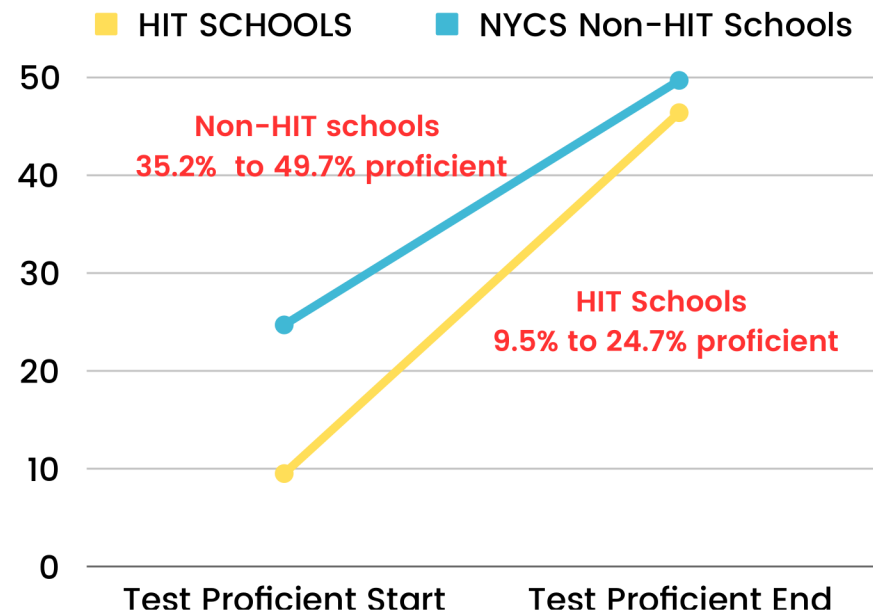
The “Citywide High-Impact Tutoring Initiative\* was launched in 65 schools, across New York City, offering High-Impact tutoring for grades K-2 in Literacy and/or 6-8 in math. The goal was to develop a blueprint to scale effective tutoring citywide. SmartStart Education participated in the program, providing ELA and math tutoring to 19 of the 65 participating schools.

**New York City HIT Initiative Schools reported high academic success rates in math proficiency.**

6.8% more students in HIT schools increased from Level 1 math to a higher level versus non-HIT schools. 19.2% of HIT students reached the next level versus 12.4% for non-HIT schools.\*



The number of students testing proficient in math increased by 15.2% versus non-HIT schools, where the number of proficient math students increased by 14.4%\*



\*Source: Designed for Scale: New York City’s Citywide High-Impact Tutoring Initiative presentation, NYC School District.



# CASE STUDY

## Program Details: \*



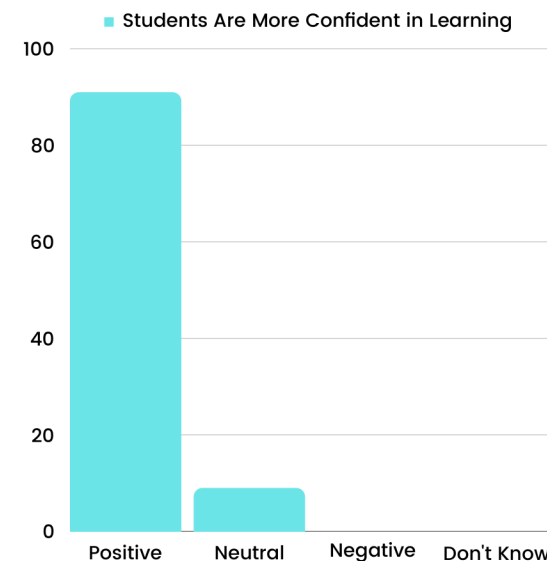
SmartStart  
EDUCATION™

- Intensive small group tutoring sessions, at least 3x/week for up to 90 minutes
- Goal setting and communication with classroom teachers
- Use of data to drive instruction and assess learning
- Curriculum aligned with students' needs
- Consistent tutors to build relationships and better rapport with students
- Convenient sessions offered during the school day to improve participation rate
- In-classroom instruction to provide a safe learning environment

## Detailed Results: \*

### School staff reported increased confidence levels in HIT students:

- **91%** reported that students were more confident in their learning abilities.
- **85%** reported that students expressed more confidence in learning when tutoring was aligned with core instruction.
- **82%** reported that students showed increased confidence when tutoring was aligned with student needs.
- **82%** reported student academic gains from tutoring.





# CASE STUDY

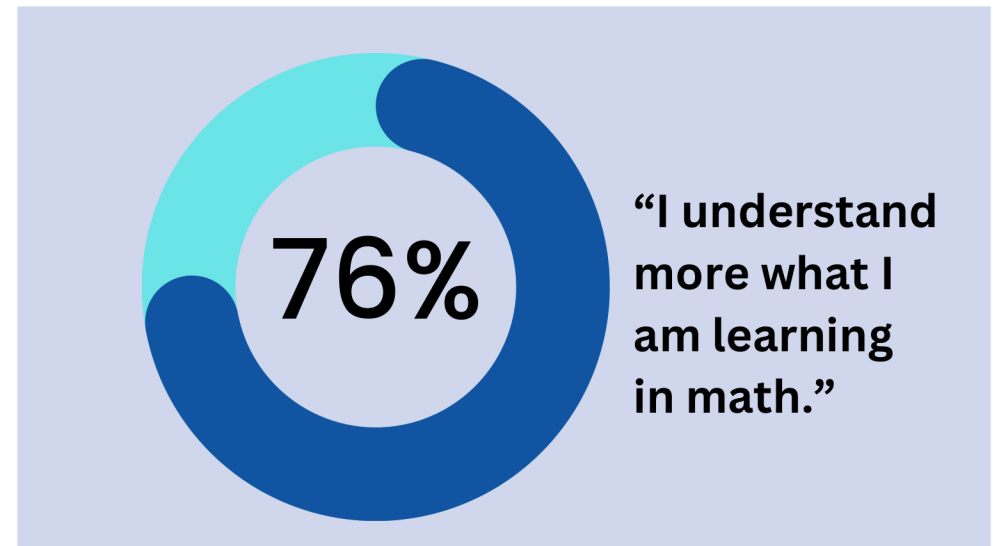
## Detailed Results: \*



SmartStart  
EDUCATION™

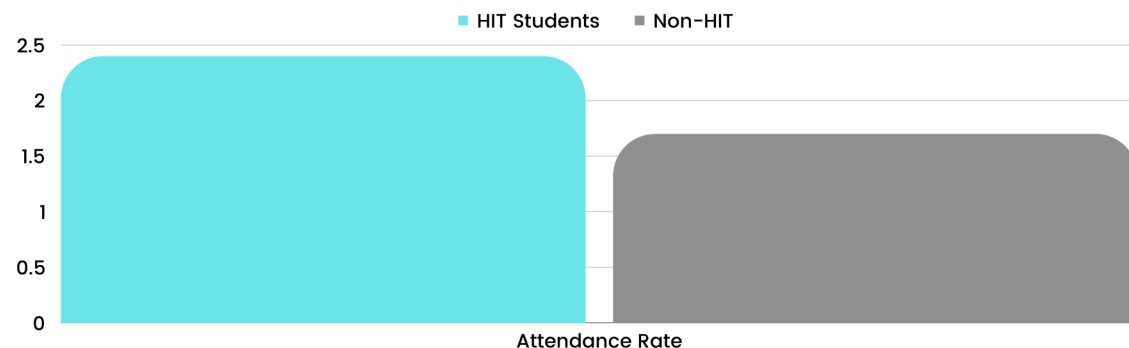
### HIT Students Reported Improvements in Math Abilities and Performance:

- 78% of students said they understood more of what they were learning in math after completing tutoring sessions.
- 73% of students reported doing better in math class.
- 67% of students felt more confident in math class.
- 62% of students indicated that they participated more in classroom activities after completion of tutoring.



### HIT Students Attendance Rates Increased:

HIT Student attendance improved at a faster rate (2.4% versus 1.7%) than their same-school peers not enrolled in HIT programs.



\*Source: Designed for Scale: New York City's Citywide High-Impact Tutoring Initiative presentation, NYC School District.



# CASE STUDY

SmartStart Education High-Impact Math Tutoring Partnership with P.S. 183 Dr. Richard R. Green Middle School, New York

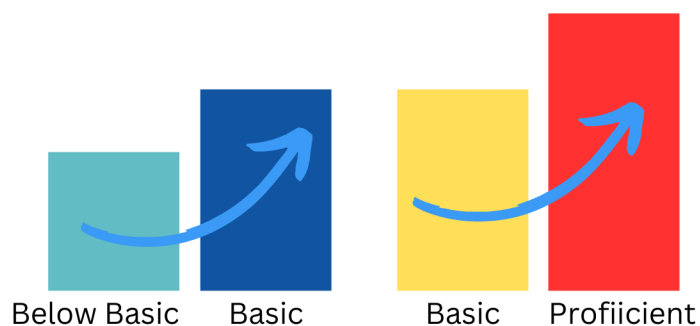


SmartStart  
EDUCATION™

## BACKGROUND:

P.S. 183 Dr. Richard R. Green Middle School, located in Queens, New York, contracted with SmartStart Education to deliver High-Impact math tutoring. The program was implemented as part of the New York City, “Citywide High-Impact Tutoring Initiative” program.

### 6th Grade Highlight:



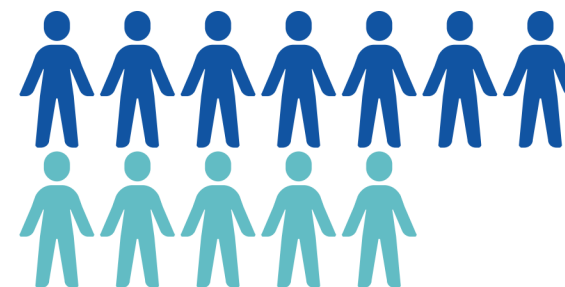
32% of students increased their overall math proficiency moving from Basic to Proficient (37%) and from Below Basic to Basic (26%).

### 7th Grade Highlight:



68% of students scored higher on the post-test versus pre-test, indicating learning growth.

### 8th Grade Highlight:



63% of students combined, scored at the Basic or Proficient level at the end of the HIT program.



# CASE STUDY

## Program Details:

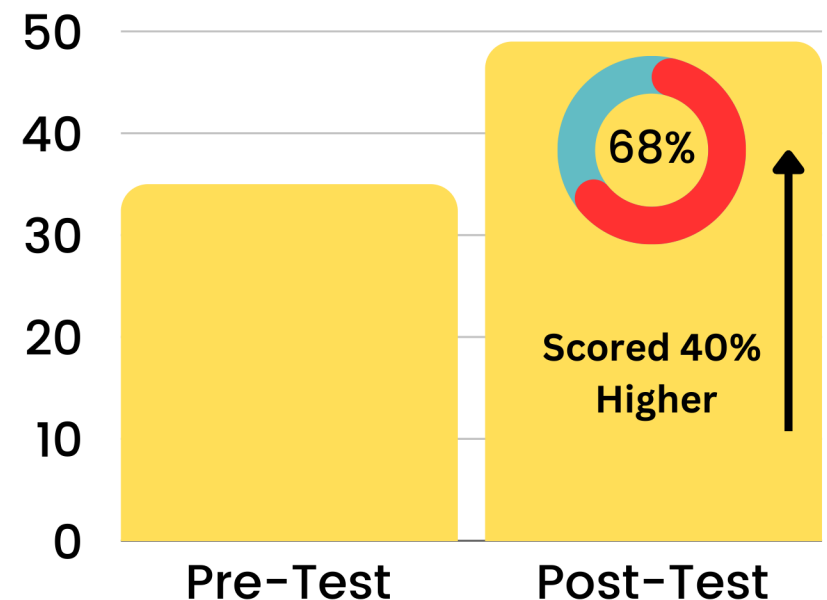


SmartStart  
EDUCATION™

- Intensive one-on-one tutoring help in small group sessions
- Goal setting and communication with classroom teachers
- Curriculum aligned with students' needs
- Consistent tutors to build relationships and better rapport with students
- Convenient sessions offered during the school day to improve participation rate
- In-classroom instruction to provide a safe learning environment
- Pre-and post-testing of 2 math modules prior to final testing

## Detailed Results:

- SmartStart students increased final test scores by **14%**.
- **68%** of students scored an average of **40%** higher on post-test versus pre-test.
- **16%** of students scored **70%** or higher on the final exam.
- **32%** of students increased their overall math proficiency moving from Basic to Proficient (**37%**) and from Below Basic to Basic (**26%**).







# CASE STUDY

## Detailed Results:



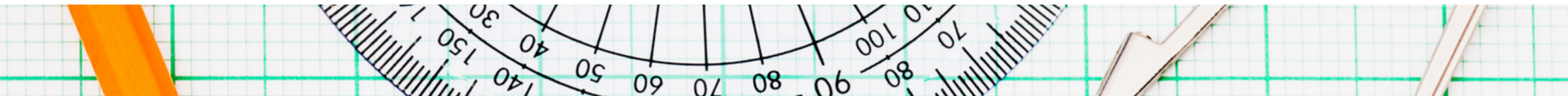
SmartStart  
EDUCATION™

### 7th Grade:

- 35% SmartStart students scored higher on the final test compared to the initial test.
- As of June 2023, 60% of HIT students scored Basic or Proficient in 7th grade math.



- 53% of students scored an 80%+ on the post module assessment.
- 68% of students scored higher on the post-test versus pre-test, indicating learning growth.





# CASE STUDY

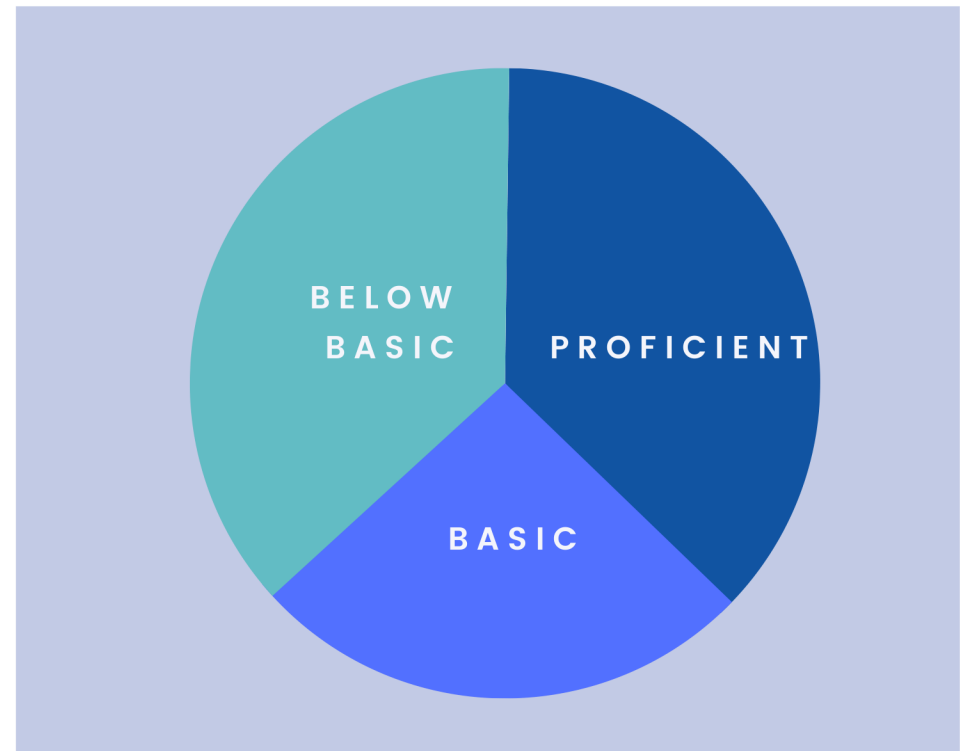
## Detailed Results:



SmartStart  
EDUCATION™

### 8th Grade:

- SmartStart students increased final test scores by **14%**.
- **68%** of students scored higher on the post-test versus pre-test.
- **16%** of students scored a **70%** or higher on the final test.
- **37%** of students scored Proficient in 8th grade math.
- **26%** scored Basic.
- **32%** of students increased in overall math proficiency moving from Basic to Proficient, and from Below Basic to Basic.



At the end of the HIT program, **63%** of students tested at Basic or above in math proficiency. **32%** of those students in the program moved up a level in the program.

## Subsection C

### Evidence of Sustained Student Success

Calvin High School has found the SmartStart tutoring program to be very beneficial for our students. We have seen a huge improvement in DIBELS test scores since implementation of the program in late January 2024. There were five tutors with thirteen students that met twice a week, Tuesday and Thursday, after school to work on fluency, comprehension, phonics, vocabulary, etc... in order to increase DIBELS test score. As mandated by the state, all third and fourth graders scoring intensive (red) or strategic (yellow) are required to attend summer school for thirty hours of instruction. As a result of the tutoring program, we have seen a 100% increase of test scores. Eight of the nine third or fourth graders will not be required to attend summer school. The parents and students have praised the success of the program.

We have included some of the scores to show how well our students performed on the end of year DIBELS assessment from the beginning of the school year to the end.

May 23<sup>rd</sup> will be the last day of tutoring for our students for this school year. We plan to have a summer session for summer school if permitted by SmartStart. This will be June 3<sup>rd</sup> to June 28<sup>th</sup>.

Calvin High School plans to begin the 24/25 tutoring sessions by late August.

Thank you for the opportunity to have such a wonderful program at our school.

**2023-2024, Fourth Grade**

*Student 1*

Assessment	Measure	Period		
		Beg	Mid	End
DIBELS 8th Edition	ORF-Words Correct	50	82	125
DIBELS 8th Edition	ORF-Errors	5	1	2
DIBELS 8th Edition	ORF-Accuracy	91%	99%	98%
DIBELS 8th Edition	Maze-Correct	15	16	20
DIBELS 8th Edition	Maze-Incorrect	3	1	1
DIBELS 8th Edition	Maze-Adjusted	13.5	15.5	19.5
DIBELS 8th Edition	Composite	300	367	443

**2022-2023, Third Grade**

Assessment	Measure	Period		
		Beg	Mid	End
DIBELS Next	DORF-Words Correct	24	46	93
DIBELS Next	DORF-Errors	1	6	3
DIBELS Next	DORF-Accuracy	96%	88%	97%
DIBELS Next	DORF-Retell	11	16	21
DIBELS Next	DORF-Retell Quality	2	1	2
DIBELS Next	Daze-Correct	0	7	20
DIBELS Next	Daze-Incorrect	0	5	0
DIBELS Next	Daze-Adjusted	0	5	20

2023-2024, Fourth Grade

Student 2

Assessment	Measure	Period		
		Beg	Mid	End
DIBELS 8th Edition	ORF-Words Correct	76	86	128
DIBELS 8th Edition	ORF-Errors	2	1	1
DIBELS 8th Edition	ORF-Accuracy	97%	99%	99%
DIBELS 8th Edition	Maze-Correct	6	15	17
DIBELS 8th Edition	Maze-Incorrect	3	1	1
DIBELS 8th Edition	Maze-Adjusted	4.5	14.5	16.5
DIBELS 8th Edition	Composite	320	370	445

2022-2023, Third Grade

Assessment	Measure	Period		
		Beg	Mid	End
DIBELS Next	DORF-Words Correct	56	79	76
DIBELS Next	DORF-Errors	4	3	1
DIBELS Next	DORF-Accuracy	93%	96%	99%
DIBELS Next	DORF-Retell	26	31	40
DIBELS Next	DORF-Retell Quality	2	2	2
DIBELS Next	Daze-Correct	14	7	10
DIBELS Next	Daze-Incorrect	6	1	3
DIBELS Next	Daze-Adjusted	11	7	9

2023-2024, Fourth Grade

Student 3

Assessment	Measure	Period		
		Beg	Mid	End
DIBELS 8th Edition	ORF-Words Correct	102	147	132
DIBELS 8th Edition	ORF-Errors	2	1	0
DIBELS 8th Edition	ORF-Accuracy	98%	99%	100%
DIBELS 8th Edition	Maze-Correct	15	23	26
DIBELS 8th Edition	Maze-Incorrect	1	1	2
DIBELS 8th Edition	Maze-Adjusted	14.5	22.5	25
DIBELS 8th Edition	Composite	343	421	449

2022-2023, Third Grade

Assessment	Measure	Period		
		Beg	Mid	End
DIBELS Next	DORF-Words Correct	63	98	124
DIBELS Next	DORF-Errors	1	2	1
DIBELS Next	DORF-Accuracy	98%	98%	99%
DIBELS Next	DORF-Retell	14	27	20
DIBELS Next	DORF-Retell Quality	1	2	2
DIBELS Next	Daze-Correct	9	9	26
DIBELS Next	Daze-Incorrect	1	1	1
DIBELS Next	Daze-Adjusted	9	9	26

## Exhibit A

### Acknowledgement of Reading and Understanding OUSD's Agreement(s)

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

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

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

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

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

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



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

Dr. Isaak Aronson

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

CEO/ Founder

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

June 4, 2024

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

Exhibit B  
Awarded Contract Requirements



**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

**Exhibit C: References**

**Reference 1:**

Customer Name: Fairfield Public Schools

Contact Name: Robert Mancusi

Title: Executive Director of Special Education and Student Services

Address: 501 Kings Highway East Fairfield, CT 06825

Phone Number: 203-255-83

Email: rmancusi@fairfieldschool

Services Provided: Provide tutors for students enrolled in Fairfield Public Schools who cannot attend school

Duration of Services: March 2018- Current

**Reference 2:**

Customer Name: PS/MS 31 The William Lloyd Garrison School

Contact Name: Elisha Boyd

Title: Principal

Address: 250 East 156 Street Bronx, NY 10451

Phone Number: 718-292-4397

Email: eboyd2@schools.nyc.gov

Services Provided: Provide tutoring services for students in K-8 New York City Public School

Duration of Services: September 2022- Current

**Reference 3:**

Customer Name: Achievement Academy at Harbor City High School

Contact Name: Jennifer Penn

Title: HDT Program Lead

Address: 2201 Pinewood Ave, Baltimore, MD 21214

Phone Number: 410-396-6241

Email: jpgenn@bcps.k12.md.us

Services Provided: High Dosage Tutoring in Math & ELA students in grades 9-12

Duration of Services: Oct 2022 - Current

Subsection A  
Letters of Recommendation

January 3, 2024

To Whom It May Concern,

It is with unreserved enthusiasm that I write this letter to recommend the services of SmartStart Education, LLC. Over the past year, SmartStart has played an invaluable role in ensuring our schools at Summit Academy Schools are consistently staffed with exceptional educators.

From the very beginning, we have been impressed by the caliber of teachers SmartStart consistently recruits. The SmartStart Talent Acquisition Team possesses an uncanny ability to understand our specific needs and match us with talented individuals who perfectly complement our learning environment. The teachers SmartStart has provided are not only academically qualified but also possess the passion, dedication, and interpersonal skills that cultivate genuine connections with our students and foster a thriving learning atmosphere.

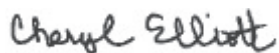
I would specifically like to commend the outstanding work of Ginger Grasshoff (Talent Acquisition Coordinator) and Sharmeen Dossani (Program Manager). Their professionalism, responsiveness, and genuine commitment to finding the right fit for our schools have been truly commendable. They consistently go above and beyond, keeping us informed throughout the process and proactively addressing any concerns or questions we might have.

The positive impact of SmartStart's contributions extends far beyond simply filling vacant positions. The consistently high-quality placements have significantly strengthened our faculty, leading to improved student engagement, academic performance, and overall school morale. It's refreshing to work with an educational staffing agency that truly understands the importance of finding educators who not only excel in their subject matter but also embody the values and dedication we prioritize at Summit Academy Schools.

Without hesitation, I highly recommend SmartStart Education, LLC to any school district or educational institution seeking exceptional educators. SmartStart's impressive recruiting abilities, dedication to quality, and commitment to building strong partnerships are truly remarkable.

Please feel free to contact me if you require any further information or clarification.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Elliott".

Cheryl Elliott  
Principal





**Middle School 53**  
**“Home of the Sea Dragons”**  
1045 Nameoke Street, Far Rockaway N.Y. 11691  
Tel: 1-718-471-6900 Fax: 1-718-471-6955  
[www.ms53.org](http://www.ms53.org)  
**Zoanne Wilkins, Principal**  
**Grace Kump, Assistant Principal**

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April 4, 2023

To Whom it May Concern:

This letter is being written on behalf of our educational partner, Smart Start Education, LLC. SmartStart has been providing our school with High Density Tutoring programming since the 2022-2023 school year. Smart Start supports our students in small groups (4 students or fewer per session), during the school day in math for grades (6, 7 and 8).

SmartStart tutors are professional, well-trained, autonomous, and able to relate well to our students. The tutors operate autonomously, so we do not need to divert school resources to manage program implementation. SmartStart’s HDT program aligns to our curriculum, and tutors work with classroom teachers to ensure that students are receiving the appropriate support, whether it is reteaching, remediation or enrichment. The students participating in SmartStart’s program are seeing tremendous gains and are performing better on assessments and in the classroom.

SmartStart’s tutors have fostered healthy working relationships with our students. The tutors are consistent, reliable and dedicated to seeing our students succeed. They work with the classroom teachers to develop customized learning plans for each student and then they execute these plans, making changes as dictated by student need.

We find that SmartStart tutors communicate diligently with our school, the district, students and with student’s families. They are adept at making sure that lines of communication are open, so that everyone is on the same page with regard to successes, challenges, scheduling, and any issues that arise.

It has been a pleasure partnering with Smart Start to ensure that our students are successful both academically and personally. We strongly endorse their tutoring services and value our partnership with SmartStart.

*Thank you*

*Ms. Wilkins*  
Principal  
Middle School 53Q



**BEING OUR BEST ALWAYS**  
**HOME OF THE SEA DRAGONS**





Edmondson Westside High School  
"Excellence Demands Sacrifice"  
Karl E. Perry Sr., Principal

February 23, 2022

Dear Baltimore City Schools Board of School Commissioners:

This letter is being written on behalf of our partner and vendor, Smart Start Education. Our school has been working in collaboration with Smart Start since the 2019-2020 school year. Smart Start Education has provided support to our students in both the traditional face to face setting, as well as the virtual setting. During this current school year, we have Smart Start Tutors servicing the students in two of our Algebra 1 classrooms. Smart Start Tutors partner with their host teacher to reinforce non-mastered concepts, clarify misconceptions and provide additional one to one or small group support to our students.

Over the past few years, our Smart Start Tutors have fostered healthy working relationships with our students. They exhibit a shared desire to teach students to become problem solvers and independent thinkers. In addition to supporting our classroom teachers and working with our students, our Smart Start Tutors regularly attend our Math Academic Planning sessions and actively participate in discussions regarding best practices to improve student achievement, analyze student data and work with the team to develop the next best steps for our students to ensure academic and social and emotional success. It has been a pleasure partnering with Smart Start Education to ensure that our students are successful both academically and personally.

Educationally Yours,

*Mia Chapman - Fisher*

Mia Chapman Fisher  
Math Lead/School Test Coordinator  
Edmondson Westside High School #400



ACADEMY OF PUBLIC RELATIONS  
718 Forest Avenue, Downs, NY 10456  
Tel: (718) 663-8866 • Fax: (718) 601-0051

September 24, 2021

To Whom It May Concern:

It is with great pleasure that I write this letter of recommendation for SmartStart Education, LLC. The Academy of Public relations has partnered with SmartStart Education since the 2016-17 school year. They have provided us with academic intervention services in mathematics and ELA, professional development for our staff, Saturday New York State Assessment preparation courses, teacher assistants, support with behavioral management, and summer school programming.

The leadership of SmartStart Education is comprised of education professionals who understand the needs of urban schools, and who are passionate about all students making academic progress. SmartStart education's teachers and program staff are reliable and professional pedagogues who relate well to our students. Not only do they fit right into our school community, but their data-driven practices help ensure that our students make significant academic gains.

When we reopened our school after the closures due to the Covid-19 pandemic, I turned to SmartStart Education to help our students with academic recovery caused by the disruption of learning. SmartStart Education promptly responded to our call for help. They were flexible enough to meet our evolving needs. Their leadership team helped us plan an intervention program tailored to our schedule and needs, which allowed us to provide high-quality academic programs to our students during a very challenging time.

SmartStart Education is an excellent partner for our school. They are easy to work with, extremely responsive to our requests, and offer insights that help us plan academic supports for our students. We look forward to continuing our partnership with SmartStart Education. It is my pleasure to give my highest recommendation for SmartStart Education. They would be a tremendous asset to any school.

Sincerely,

Amy Andino, Principal  
The Academy of Public Relations (MS 298x)



Department of  
Education

Joseph H. Wade Academies M.S. 117  
1865 Morris Avenue  
Bronx, NY 10453  
718-583-7719  
jhs117.org



School of Citizenship

Principal  
Delise Jones

Assistant Principal  
Yamilette Vargas

Assistant Principal  
John Skelly

Community Director  
Adrianna Feliciano

September 23, 2021

To Whom It May Concern:

I would like to take this opportunity to offer my highest recommendation of SmartStart Education, LLC. My school has been working with SmartStart Education since the 2016-17 school year. Over the years, they have provided Academic Intervention Services in mathematics and ELA, professional development for our staff, Saturday New York State Assessment Preparation, and summer school programming.

As an organization, SmartStart Education is comprised of passionate professionals who work tirelessly to ensure that our students receive the highest quality programming. The teachers that they provide to our school are of the highest caliber. They are knowledgeable in their content area, can relate well to our students, and are instructional experts. The leadership at SmartStart Education are flexible, supportive, experts in teaching and learning, and flexible. They are always available to answer questions, provide additional supports and to resolve any issues that may arise. They are a true pleasure to work with.

Further, SmartStart programs have helped Joseph H. Wade Academy students make significant academic progress, especially in math. After the 2018-19 school year, we became a model school for math proficiency improvement, in part due to the academic intervention provided by SmartStart Education. On several occasions, we had leaders from other schools in District 9 visit our school to learn best practices on math intervention.

During the 2020-21 school year, when many of our students returned to school after a year of virtual learning we needed extra support to accelerate our students' progress after being home for the pandemic. Our needs were fluid because we did not know which teachers and students would return for face-to-face instruction, and when they did return, when they may be sent home again due to exposure to Covid-19. SmartStart Education was there to help. Over the course of a few weeks, they helped us plan an intervention program tailored to our needs. They provided ELA and Math intervention teachers who were supportive, caring, flexible and understanding of our needs.

SmartStart Education provides exceptional customer service. They are a pleasure to work with, and they offer tremendous value to our students and staff. I look forward to continuing our partnership with

*a community of learners.....*



**Department of  
Education**

Joseph H. Wade Academies M.S. 117  
1865 Morris Avenue  
Bronx, NY 10453  
718-583-7719  
jhs117.org



**School of Citizenship**

---

**Principal**  
Delise Jones

**Assistant Principal**  
Yamilette Vargas

**Assistant Principal**  
John Skelly

**Community Director**  
Adrianna Feliciano

SmartStart Education. It is my pleasure to recommend SmartStart Education to other schools. They are a professional organization committed to the success of all students.

Support Partner for Successful Children,  
Delise Jones, Principal

*a community of learners.....*



雙 文 學 校

P.S. 184 M, SHUANG WEN SCHOOL

Dr. Jeremy Kabinoff, Principal

Yvonne Chin, Assistant Principal  
Mee Kwong, Assistant Principal  
Christopher Fuchs, Assistant Principal I.A.

327 Cherry St. NY, NY 10002  
Tel: (212) 602-9700  
Fax: (212) 602-9764

September 22, 2021

To Whom It May Concern:

On behalf of the administration of PS/MS 184 Shuang Wen School, I would like to express how pleased we are with the services provided by SmartStart Education, LLC. When I started as principal during the 2019-20 school year, SmartStart Education provided academic intervention services in ELA to 80 of our 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> grade students. In addition, SmartStart Education provided an SHSAT preparation program to 30 of our 7<sup>th</sup> grade students.

From the time that we started planning, the SmartStart team worked diligently to ensure a high-quality program that met the individual needs of our students. The SmartStart Education teachers were exceptional. They had a strong grasp of the content, and they were able to connect with our students and inspire them to learn. During my observations of the program, I witnessed students engaged in the curriculum and working hard. SmartStart Education managed all attendance and assessment data. They provided me with regular progress reports and a comprehensive final report of progress from pretest to posttest. Nearly all students made significant gains in ELA and in the SHSAT preparation course.

When Covid-19 caused school closures, we had already completed the AIS program, but we were just starting the SHSAT program. SmartStart Education was able to make a seamless transition from face-to-face delivery to virtual delivery. Their expertise and flexibility ensured that our students continued to receive high-quality instruction. We were so pleased with their work that we brought them back to deliver another virtual SHSAT program for during the Fall/Winter of 2020-21 and again during the summer of 2021. Our students have continuously made gains because of their work with SmartStart Education.

I am very pleased with the personal touch that SmartStart Education administrators and teachers provide. They are always available and willing to handle any changes and to address minor issues that arise. I look forward to continuing our partnership with them. It is without hesitation that I recommend SmartStart Education to other schools and districts. They are a responsible organization that works tirelessly to ensure the success of all of the students with whom they work. Any school that works with them is sure to have an excellent experience.

Sincerely,

Jeremy Kabinoff, Ed.D.  
Principal  
PS/MS 184 The Shuang Wen School



NICOLE PERRY, PRINCIPAL  
KATRINA LIEBST, ASSISTANT PRINCIPAL

794 MONROE STREET  
BROOKLYN, NY 11221  
Telephone (718) 574-2387  
Fax (718) 453-0643

To Whom It May Concern:

On behalf of the administration of PS 309, I would like to express how pleased we were with the services provided by SmartStart Education during the 2012-2013 academic year. SmartStart provided teacher training, data monitoring, professional development for paraprofessionals, support services in ELA and several parent workshops.

From the onset of the program planning, the SmartStart team worked with us to ensure a high quality program, excellent instruction, and parental involvement. We worked together on choosing students and teachers, ordering appropriate materials based on a pre-assessment, and meeting with parents. SmartStart utilized multiple methods to communicate with parents to explain the program and ensure results. When I observed the program, the students were working on differentiated material and were motivated by the online component. At the end of the program, I received a report that included pretest/posttest scores that outlined progress that was made. Nearly all the students made some academic gains in ELA. I was pleased with the comprehensive reporting provided by SmartStart Education.

I was most pleased with the personal touch SmartStart provided. They were always willing to handle changes and any minor issues that occurred. They resolved all issues and answered any questions concerning curriculum in a timely fashion.

It is without hesitation that I recommend SmartStart Education to other schools and districts. They are a reliable and responsible company. They offer high quality programs, engaging workshops, and excellent professional development. If you work with them you are sure to have an excellent experience.

Sincerely,

Nicole Perry

Principal



The Vivien T. Thomas Medical Arts Academy

*"Healing Ourselves, Our Community, and Our World"*

100 N. Calhoun Street - Baltimore, Maryland 21223 - Phone: (443) 984-2831 - Fax: (410) 947-2953

<http://www.baltimorecityschools.org/429>

March 1, 2021

Dear Board of School Commissioners:

It is my pleasure to write a letter of reference for SmartStart Education. They have provided academic support services for Vivien T. Thomas Medical Arts Academy for the previous two school years. We are very pleased with the services that they have provided to our students.

During the 2019-2020 school year, SmartStart Education worked with our 9<sup>th</sup> grade Algebra I students in small groups face-to-face. During the 2020-21 school year, SmartStart has been working with our Algebra I students virtually, both in small groups and during the synchronous sessions. The SmartStart instructors are subject matter experts, build an excellent rapport with our students, and, this year, have proven invaluable with their knowledge of instructional technology. They have helped our teachers develop engaging virtual lessons for our students.

I would give SmartStart Education my highest recommendation. We look forward to working with SmartStart Education for the remainder of 2020-21 and, if budget allows, for years to come. Please do not hesitate to contact me with any questions or if you would like any additional information.

Sincerely,

Sarah Dexter-Thornton  
Educational Associate

EDWARD J. COLEMAN

**EDWARD J. COLEMAN**

*P.S. 146*

*968 Cauldwell Avenue*

*Bronx, NY 10456*

*Janet-Ann Sanderson, Principal*

*Leila Barnes, Assistant Principal*

*Telephone: 718-378-9664*

*Fax: 718-328-5858*

To Whom It May Concern:

I would like to express how pleased I and the teachers at P.S. 146 are with the services provided by SmartStart Education during this academic year.

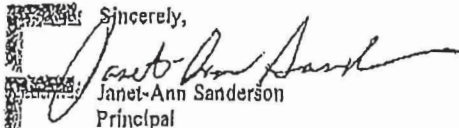
SmartStart has provided teacher training, data monitoring, support services in ELA, and a parent orientation workshop. They continue to provide support for our staff and have handled any concerns from the administration and parents.

SmartStart has worked with our school to provide the best program for P.S. 146 students based on the budget. We met several times to discuss which students would benefit the most from their program and together we created a schedule.

SmartStart is flexible and provided solutions to any problems that arised in a timely fashion. The SmartStart team continues to provide high-quality programming. When I observed the program, the students were working diligently using Common Core aligned materials as well as an online component.

It is with great pleasure that I recommend SmartStart Education to other schools and districts. They are a dependable and devoted company.

Sincerely,

  
Janet-Ann Sanderson  
Principal





THE NEW YORK CITY DEPARTMENT OF EDUCATION

DENNIS M. WALCOTT, *Chancellor*

COMMUNITY SCHOOL DISTRICT #13

*Ronald Edmonds Learning Center, MS 113*  
300 Adelphi Street, Brooklyn, NY 11205  
Telephone: (718) 834-6734/35 \* Fax: 718 596-2802  
Website: <http://www.relc113.com>

DAWNIQUE DAUGHTRY, *Principal*  
JEANNE NAGLE, *Assistant Principal*  
ALYSSA ROYE, *Assistant Principal*  
RICHARD GADSBY, *Assistant Principal*

January 2, 2014

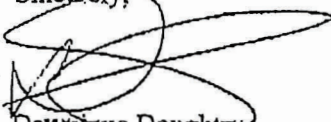
To Whom It May Concern:

On behalf of the administration of MS 113, I would like to express how satisfied we were with the services provided by SmartStart Education during the 2012-2013 academic school year. SmartStart provided teacher training, data monitoring, and support services in ELA to our targeted students in grades 6, 7, & 8. The teacher they provided worked competently and effectively with her students. At the end of the program, SmartStart provided a complete data report showing student attendance and progress.

I personally met with a SmartStart representative to design the best program for our students and our budget. They showed courteous professionalism throughout the duration of the program and we have met to discuss a program for this academic school year as well. The materials and online component provided our students with challenging and motivating work. I was pleased with the work and differentiation I saw when observing the implementation of the program.

I highly recommend SmartStart Education to other schools and districts. They have demonstrated a high-quality program that shows results. They are always available for support for the staff and administration.

Sincerely,



Dawnique Daughtry  
*Principal*

Exhibit D  
Proposal Price Form

**Exhibit D: Proposal Price Form**

Service Description:

Annual Pricing:

<u>Certified Tutor 2024-2025</u>	<u>\$78 per hour</u>
<u>Non-certified Tutor 2024-2025</u>	<u>\$64 per hour</u>
<u>Certified Tutor 2025-2026</u>	<u>\$80.34 per hour</u>
<u>Non-certified Tutor 2025-2026</u>	<u>\$65.92 per hour</u>
<u>Certified Tutor 2026-2027</u>	<u>\$82.75 per hour</u>
<u>Non-certified Tutor 2026-2027</u>	<u>\$67.90 per hour</u>
<u> </u>	<u> </u>

Total Annual Amount of Proposal: Total annual amount of proposal will depend on amount of hours tutor serviced

Additional Fees or Special Request Costs: No additional fees or special request costs anticipated

Print Name: Dr. Isaak Aronson

Signature: 

Title: CEO/ Founder

Company Name: SmartStart Education, LLC

Date: June 4, 2024

Exhibit E  
Terms and Conditions

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

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

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

of the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Time – Time is of the essence.

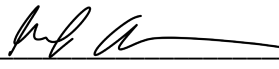
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

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

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

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

Print Name: Dr. Isaak Aronson

Signature: 

Date: June 4, 2024



Exhibit F  
Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion

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

I am aware of and hereby certify that neither SmartStart Education, LLC [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 June 4, 2024 [DATE] for the purposes of submission of this bid.

By  
Print Name: Dr. Isaak Aronson

Signature: 

Date: June 4, 2024

Exhibit G  
Workers Compensation Acknowledgement

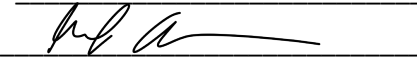
**Exhibit G: Workers Compensation Acknowledgement**

Labor Code § 3700

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

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

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

**Print Name:** Dr. Isaak Aronson  
**Signature:**   
**Title:** CEO/ Founder  
**Company Name:** SmartStart Education, LLC  
**Date:** June 4, 2024

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

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

Exhibit H  
Fingerprinting Notice and  
Acknowledgement

**Exhibit H: Fingerprinting Notice and Acknowledgement**

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

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

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

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

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

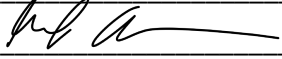
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe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

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

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

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

**Print Name:** Dr. Isaak Aronson

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

**Title:** CEO/ Founder

**Company Name:** SmartStart Education, LLC

**Date:** June 4, 2024

Attachment A  
Violent and Serious Felonies



## 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

**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: SmartStart Education, LLC

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

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

I, Dr. Isaak Aronson [insert name], am the Owner [insert "owner" or officer title] for SmartStart Education, LLC [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:** Dr. Isaak Aronson

**Signature:** 

**Title:** CEO/ Founder

**Company Name:** SmartStart Education, LLC

**Date:** June 4, 2024

\*Attachment B to be fully completed and executed if/when named as an approved vendor

Exhibit I  
Non-Collusion Declaration

**Exhibit I: Non-Collusion Declaration**

I, Dr. Isaak Aronson, 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:** Dr. Isaak Aronson  
**Signature:**   
**Title:** CEO/ Founder  
**Company Name:** SmartStart Education, LLC  
**Date:** June 4, 2024

Exhibit J  
Authorized Vendor Signature – Point of  
Contact



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

**Proposal Submitted by:**

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

**Print Name:** Dr. Isaak Aronson

**Signature:** 

**Title:** CEO/ Founder

**Company Name:** SmartStart Education, LLC

**Date:** June 4, 2024