Board Office Use: Legis	lative File Info.
File ID Number	24-2407
Introduction Date	10/23/24
Enactment Number	24-1918
Enactment Date	10/23/2024 er



## **Board Cover Memorandum**

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date October 23, 2024

Subject Amendment No. 2, Services Agreement 2022-2023, Springboard

Collaborative – Community Schools and Student Services Department

Ask of the Board Approve Amendment

☐ Ratify Amendment

# Description of the Changes

(What are the changes? Why are they needed?)

Springboard Collaborative coaches families and educators to help kids read on grade level by 4th grade during our after school program which combines small group instruction for TK through 3rd graders using lessons that align with the science of reading, workshops that upskill families to teach reading at home, and professional development for teachers. Springboard will work with 5 elementary schools in after school programs to implement programming that happens 2-3 days a week throughout the school year. Serving 45 student at each school. The actual teaching and programming will be held by OUSD teachers.

Change to Not-

To-Exceed
Amount &

Funding Source(s), If Any

Increasing current not-to-exceed amount of \$1,798,106.00 by \$190,687.00

to a new not-to-exceed amount of \$1,988,793.00.

Resource 2600 – Expanded Learning Opportunities Program in the amount of \$1,988,793.00

## Attachment(s)

- Amendment
- Agreement, inclusive of any prior amendments to the Original Agreement Services Agreement



## AMENDMENT NO. 2 to

## **Services Agreement 2022-2023**

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1.	The	e PA	RTIES hereby agree to amend the AGREEMENT as stated herein.
	A.	Sei	vices.
			The SERVICES are <u>unchanged</u> .
		Χ	The SERVICES have <u>changed</u> as indicated below:
			☐ A description of the changes in the SERVICES is <u>attached</u> .
			☐ The changes in the SERVICES involve the following:
dur les: pro pro	ing sons fess grar	our a s tha siona ns to	d Collaborative coaches families and educators to help kids read on grade level by 4th grade after school program which combines small group instruction for TK through 3rd graders using talign with the science of reading, workshops that upskill families to teach reading at home, and I development for teachers. Springboard will work with 5 elementary schools in after school implement programming that happens 2-3 days a week throughout the school year. Serving at each school. The actual teaching and programming will be held by OUSD teachers.
	В.	Te	rm.
		Χ	The term of the AGREEMENT is <u>unchanged</u> .
			The term of the AGREEMENT has <u>changed</u> as indicated below:
			Original End Date:
			New End Date:
	C.	Со	mpensation.
			The not-to-exceed amount in the AGREEMENT is <u>unchanged</u>
		Χ	The not-to-exceed amount in the AGREEMENT has <b><u>changed</u></b> as indicated below:
			Original not-to-exceed amount is \$ 1,798,106.00
			The original not-to-exceed amount OR The original not-to-exceed amount

shall be <u>increased</u> by:	shall be <u>decreased</u> by:
\$ 190,687.00	\$
The new not-to-exceed amount is \$	1 988 793 00

- **D. Insurance**. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the 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.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
- 2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
- 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the

OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

		VENDOR
Name:	Areshia McFarlin	
Signature: _	Signed by: Aresluia McFarlin	
Position:	Chief Revenue Officer	
Date:	9/25/2024	
		OUSD
Name:	Benjamin Davis	
Signature: _		
Position:	President, Board of Educa	tion
Date:		
	X Board President (for appro	vals)
	☐ Chief/Deputy Chief/Execu	tive Director (for ratifications)
Name: <u>Kyla</u>	Johnson-Trammell	
Signature: _	Myhohmel	
	perintendent and Secretary,	
<u></u>	,	

Template approved as to form by OUSD Legal Department.

Board Office Use: Legislative File Info.	
File ID Number	24-0912
Introduction Date	5/22/24
Enactment Number	24-0925
Enactment Date	5/22/2024 CJH



## **Board Cover Memorandum**

**To** Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date May 22, 2024

Subject Amendment No. 1, Services Agreement 2022-2023 and Data Sharing

Agreement - Springboard Collaborative - Reading Intervention -

Community Schools and Student Services Department

Ask of the Board

☑ Approve Amendment and Data Sharing Agreement

☐ Ratify Amendment

# Description of the Changes

(What are the changes? Why are they needed?)

Springboard Collaborative will provide intervention services in an in person learning format to include 5-week summer programs that combine targeted reading instruction, family workshops, teacher coaching, and incentives to achieve lasting results in literacy. Springboard Collaborative will provide curriculum, guided books, access to loaned libraries to support implementation of daily read-aloud sessions for the duration of programming, parent engagement curriculum, and marketing materials to serve 1,575 students at eleven OUSD Summer Learning designated elementary summer school sites to support OUSD teachers and staff in summer learning. In addition, Springboard Collaborative will provide professional development to OUSD teachers, summer principals, and attendance specialists in the areas of recruitment, instructional design, data management and assessment. Springboard Collaborative will provide OUSD support in monitoring student performance, parent participation, and student reading scores via an effective data management system. By the end of the Summer Learning Programs, Springboard Collaborative will conduct data analysis and provide OUSD with impact reports to assist OUSD in determining the effectiveness of this literacy intervention program. Springboard will also provide reading intervention services for 105 students at two District elementary schools during the spring of 2025.

Springboard Collaborative was selected as highly qualified responsible bidder following an OUSD competitive RFP process. Springboard Collaborative has a demonstrated track record of decreasing the reading achievement gap by coaching teachers, training family members, and incentivizing learning in OUSD for the past 8 years. Students have averaged 3 months reading growth in 5 weeks' time during this programming for the Summer Learning Program at OUSD. Summer Learning is an important time to address the achievement gap by replacing typical summer learning regression instead with reading growth. In addition to providing services for our students, this program allows parents to grow in their knowledge of providing reading support at home and builds OUSD capacity by providing intensive training to our OUSD teachers in targeted small group instruction, phonics instruction, and proper reading assessment administration.

Change to Not-To-Exceed Amount & Funding Source(s), If Any Increase in not-to-exceed amount of \$959,106.00, changing total not-to-exceed amount from \$839,000.00 to \$1,798,106.00

Resource 2600 – Expanded Learning Opportunities Program in the amount of \$1,798,106.00

#### Attachment(s)

- Amendment No. 1 to Services Agreement 2022-2023
- Data Sharing Agreement
- Services Agreement 2022-2023 with Springboard Collaborative, Enactment No. 23-0980



## AMENDMENT NO. 1

to

#### Services Agreement 2022-2023

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the Agreement remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein. A. Services. ☐ The SERVICES are unchanged. ■ The SERVICES have <u>changed</u> as indicated below: ■ A description of the changes in the SERVICES is attached. ☐ The changes in the SERVICES involve the following: Please see attached Scope of Work B. Term. ☐ The term of the AGREEMENT is unchanged. ■ The term of the AGREEMENT has <u>changed</u> as indicated below: Original End Date: 6/1/24 New End Date: 6/1/25 C. Compensation. ☐ The not-to-exceed amount in the AGREEMENT is unchanged ■ The not-to-exceed amount in the AGREEMENT has <u>changed</u> as indicated below: Original not-to-exceed amount is \$839,000.00 The original not-to-exceed amount The original not-to-exceed amount OR shall be increased by: \$ 959,106.00 shall be <u>decreased</u> by: \$

The new not-to-exceed amount is \$ 1,798,106.00

- D. Insurance. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. Suspension. To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the 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.
- F. Legal Notices. To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
- 2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
- 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR			
Name: Sanjeev Midha	Signature: _	Sayuu	ē.
Position: President		91E90520FBF	4/24/2024
OUSD			
Name: Benjamin Davis	Signature:	MgD.	
President, Board of Edu		Date:	5/23/2024
<ul><li>■ Board President (for approvals)</li><li>□ Chief/Deputy Chief/Executive Director</li></ul>	(for ratificatio		
Name: <u>Kyla Johnson-Trammell</u>	Signature: _	JUJhreshamel	The state of the s
Position: <u>Superintendent</u>		Date:	5/23/2024
190 C 00 (COM 190 (COM 190 COM			

Template approved as to form by OUSD Legal Department

## Scope of Work

Springboard Collaborative will provide targeted literacy acceleration services in an in-person learning format to 5-week summer programs that combine targeted reading instruction, family workshops, teacher coaching, and incentives to achieve lasting results in literacy. Springboard will provide professional management, professional development, and data analysis. In addition, Springboard will provide the following resources and tools including curricula, program incentives, books, t-shirts, and marketing materials. Teachers receive Springboard's instructional materials, which address several key areas of reading including phonemic awareness, phonics, fluency, vocabulary, and comprehension in addition to social-emotional learning through the Daily Message curriculum. Each teacher also receives 20-30 books to use for whole-class instruction. Springboard Collaborative will provide curriculum, read loud reading books, access to online libraries to support implementation of and daily read-aloud sessions for the duration of programming, parent engagement curriculum, and marketing materials to serve 1,575 students at eleven OUSD Summer Learning designated elementary summer school sites to support OUSD teachers and staff in summer learning. In addition, Springboard Collaborative will provide professional development to OUSD teachers, summer principals, and attendance specialists in the areas of recruitment, instructional design, data management and assessment. Springboard Collaborative will provide OUSD support in monitoring student performance, parent participation, and student reading scores via an effective data management system. By the end of the Summer Learning Programs, Springboard Collaborative will conduct data analysis and provide OUSD with impact reports to assist OUSD in determining the effectiveness of this literacy intervention program.

Springboard will train 105 OUSD Teachers.

Springboard will train 11 OUSD Site Leaders.

Springboard will train 3 OUSD Teacher Leaders who will support all 11 sites with all aspects of Springboard program implementation. Springboard will support the Teacher Leaders with leadership development and weekly planning meetings.

Springboard will train and support OUSD Program Director who will support all 11 sites with all aspects of Springboard program implementation.

Springboard will hire, with OUSD input, 11 Site support Leads to partner with Site Leaders at each site. Springboard will hire, with OUSD input, 1 Operations Manager that will oversee the distribution of all books, supplies, T-shirts, and other incentives for all 11 sites. They will support data, technology, and logistics needs during program preparation (Ready Week), 5 weeks of programming and post-program wrap-up.

For spring

Responsibilities of Springboard:

Professional Management: Springboard will furnish dedicated Springboard coaches to guide implementation. This will include planning out of key dates with OUSD, creating a program calendar, and building out needed data tracking tools.

Professional Development: Springboard will grant access to on-demand professional development materials. Springboard. Springboard will train the Site Leader to implement the Springboard Program. Springboard support site leaders and teacher leaders to conduct training sessions with teachers to support all elements of the program including family engagement, literacy, assessment, and setting

goals.

Curriculum: Springboard will provide OUSD with access to its student and parent curricula and associated

Program Materials (items provided to OUSD and developed by Springboard, including but not limited to, curricula, daily lesson guides., family books for each student (7 books), and incentive materials (for students, parents, teachers, and Site Leaders) and Professional Development Materials (protocols and written guides developed by Springboard) to train teachers on data-driven instruction, effective lesson planning, family communication, and facilitation of Parent Workshops, which are interactive training sessions led by teachers to educate parents, guardians, or care-givers about effective strategies for reading with their student, and to permit parents, guardians or care-givers to share their insights and expertise on their student throughout the Springboard Program.

Books: Springboard will provide each site with access to libraries to support implementation of daily read-aloud sessions for the duration of programming. Each teacher receives 20-30 books to use for whole-class instruction. Each family will receive a set of books at their child's reading level to keep.

Data and Communications: Springboard will provide a data system to store Springboard program information such as program dates, assessment data, growth goals, and workshop attendance.

Data Collection: Springboard will provide the data management system and reports (SLINKY) which will track and analyze all of Springboard's data throughout the Springboard Program, including but not limited to student and family demographic information, student reading progress, student and parent attendance, daily family engagement, and teacher observations. The Site Leader will ensure that teachers monitor student reading progress and daily attendance, input required information into the Data System, and administer sign-in protocols for Parent Workshops during the Springboard Program. Springboard will share Student Reading Scores and the school- and classroom-level data analysis impact reports it compiles with OUSD.

#### SCHOOL REGISTRATION INFORMATION:

Springboard will provide programming across 11 sites for the below indicated number of days: School Location Total Enrollment # of days

Elem Site 1, Lockwood STEAM, East Oakland, 105 students, 23 days

Elem Site 2, Hoover Elem, West Oakland Hub, 120 students, 23 days

Elem Site 3, Laurel Elem, Central Oakland Hub, 165 student, 23 days

Elem Site 4, Manzanita Community Elem, Central Oakland Hub, 165 students, 23 days

Elem Site 5, Sankofa Elem, North West Oakland Hub, 150 students, 23 days

Elem Site 6, Carl Munck Elem, North East Oakland Hub, 135 students, 23 days

Elem Site 7, Montclair Elem, North Oakland Hub, 135 students, 23 days

Elem Site 8 Acorn Woodland Elem, East Hub, 150 students, 23 days

Elem Site 9, Brookfield Elem, East Hub, 135 students, 23 days

Elem Site 10, Lincoln Elem, Central Oakland Hub, 165 students, 23 days

Elem Site 11, Franklin Elem, Central Oakland Hub, 150 students, 23 days

Springboard Summer (2024) Expected Enrollment: 1575 students

Total Number of Classes: 105 classes

Springboard After School Spring 2024 Session Site 1 Martin Luther King Jr Elem, 10 weeks, 60 students Site 2 Grass Valley Elem, 10 weeks, 45 students

Payment Adjustment: Total payment due will be adjusted if Enrollment represents a 10% or more reduction from expected enrollment. The payment adjustment will be the per student resources fee (\$600) multiplied by the difference between expected enrollment and enrollment.



## **Statement of Qualifications**

Springboard Collaborative is excited for the opportunity to offer structured summer and afterschool learning programs in English Language Arts for students in grades TK-3 in OUSD.

Founded in 2012, Springboard Collaborative closes the literacy gap by closing the gap between home and school. We provide rigorous, standards-aligned literacy instruction for students in a joyful and engaging environment. Our ELA lessons and curriculum are aligned to the Common Core State Standards and follow research-based practices of structured foundational literacy instruction.

Our model is grounded in the idea that by equipping family members to support reading at home, students will become stronger readers and their families will have the tools to be an active part of their child's education. Our results reflect this model:

- Student literacy Students who participated in 2021 Springboard Summer programming averaged 3.1 months reading growth, closing the literacy gap for students reading below grade level.
- Family engagement We provide the tools and resources that families need to better support their students in reading at home through our family workshop model.
- **Teacher development** Teachers receive high-quality professional learning and coaching to build their capacity as educators, leaders, and family liaisons.

## Track record of success

Springboard has served over 30,000 students and families, partnering with school districts in more than 60 cities across the country. We continually see strong results aligned to our key metrics: 1) student reading growth, 2) family member engagement, and 3) teacher development. The following examples highlight our success in providing high-quality summer programming across the country:

## **Oakland Unified School District, CA**

Oakland Unified School District (OUSD) was Springboard's first partner on the West Coast in 2015. In 2016, a Harvard researcher led a comparative, multi-year study in OUSD and found that Springboard was the district's most effective—and cost-effective—investment in literacy.

In 2019, summer program participants made strong reading gains and met their personal reading goals. On average, students achieved a reading gain of 3.9 months in just five weeks, and 83.1% of students met their growth goal (including 56.3% of students who exceeded their goal).



Over 900 students and their families participated in Springboard's summer 2021 program with OUSD. According to Raz-Kids assessment results, 86% of students increased their reading proficiency (within or beyond a Raz-Kids assessment band) and the average student reading gain was 2.8 months.

#### Fresno Unified School District, CA

Springboard's partnership with Fresno Unified School District (FUSD), began in 2018. At the end of the 2017-2018 school year, only 27% of FUSD's third-grade African-American students were reading at grade level. While this represented a 14% jump from scores three years earlier, the district wanted to do more to bridge the achievement gap for this demographic group.

In summer 2018, FUSD worked with Springboard to implement a five-week summer literacy program to serve roughly 200 PreK through fourth-grade students as part of the African-American Academic Acceleration Initiative. The partnership yielded 4.9 months of reading gains with 82.6% of students meeting their reading growth goal. Weekly family literacy workshops yielded an 87% attendance rate. These gains outpaced Springboard averages across the country that summer.

For the 2020 school year, Springboard contracted with FUSD to serve 450 students in the spring and 735 students in the summer. With a total of 37,311 books read/listened to, summer 2020 FUSD participants beat out the Springboard national averages for every grade level for that metric. Furthermore, family workshop attendance during this time averaged 92%.

Lastly, 267 students and their families participated in Springboard's summer 2021 program with FUSD. District-level family engagement during this season reached an all-time high - 100% of families completed a team-building huddle and family workshop attendance averaged 98%.

#### **Baltimore City Public Schools, MD**

Springboard has nearly four years of experience supporting Baltimore City Public Schools. Springboard's multi-year partnership with City Schools has demonstrated some of our strongest results nationally.

In 2019, Springboard facilitated an after-school and summer program for City Schools' students. Students who participated in the 2019 after-school program averaged a 4.1-month reading gain in just 10 weeks. Summer programming in 2019 was also successful, with more than 1,000 K-4 students replacing summer reading loss with a 3.9 month reading gain. Furthermore, participating K-2 students caught up to grade-level expectations—on average—in just 5 weeks. Baltimore City Public Schools is a large urban school district serving 91% students of color and 58% students from low-income households.

In 2021, Springboard served 28 schools and over 2,000 students and families during our summer programming with City Schools. This was our largest partnership in Baltimore to date. After the 5-week program, 85% of students increased at least one literacy proficiency band, and



61% of students exceeded their reading goals. Families were also eager to participate: our overall family workshop attendance rate was 90%. We are preparing to launch our winter and spring after school partnerships with the district to serve an additional 3,000 students.

#### Track record of success - external evaluation

Springboard's summer program was recently evaluated and named an evidence-based intervention under ESSA Tier II – *Moderate Evidence: supported by one or more well-designed and well-implemented quasi-experimental studies* following a 2019 external evaluation conducted by McClanahan Associates and impactED. This study - which met What Works Clearinghouse standards (with reservations) - revealed that Springboard's programming had a statistically significant, positive impact on student literacy, and there were no strong negative findings from related studies. The evaluation included reading growth goal achievement data from more than 600 participants across 5 school districts and charter networks.

#### High-level findings from the study include:

- Across all grades, students who participated in Springboard Summer showed improvement on their reading assessment score between the end of the school year before Springboard Summer to the start of the following school year. The largest gains were for students who started below grade level.
- Springboard Summer scholars showed larger improvements in reading scores when compared to similar students who did not participate.

Client#: 1781636 150SPRINCOL

#### ACORD...

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2024

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

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

and continuate account contor any rights to the continuate holder in hea	or each endercement(e).	
PRODUCER	CONTACT Patty Sadler, CISR	
McGriff Insurance Services LLC	PHONE (A/C, No, Ext): 610 279-8550	FAX (A/C, No): 6102798543
150 South Warner Rd Ste 460	E-MAIL ADDRESS: psadler@mcgriff.com	<u>, , , , , , , , , , , , , , , , , , , </u>
King Of Prussia, PA 19406-2639	INSURER(S) AFFORDING COVERAG	E NAIC#
	INSURER A: Philadelphia Indemnity Insurance Co.	18058
INSURED	INSURER B:	
Springboard Collaborative	INSURER C:	
1500 John F Kennedy Blvd Ste 1160	INSURER D:	
	INSURER E :	
Philadelphia, PA 19102-1752	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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

	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Χ	COMMERCIAL GENERAL LIABILITY			PHPK2638517	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
GEN							GENERAL AGGREGATE	\$2,000,000
X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						ABUSE	\$2,000,000
AUT	OMOBILE LIABILITY			PHPK2638517	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
Χ	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
X	UMBRELLA LIAB X OCCUR			PHUB894615	01/01/2024	01/01/2025	EACH OCCURRENCE	\$3,000,000
	EXCESS LIAB CLAIMS-MADE	:					AGGREGATE	\$3,000,000
	DED X RETENTION \$10000							\$
	EMPLOYEDELLIADILITY						PER OTH- STATUTE ER	
ANY	PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$
(Mai	ndatory in NH)	1177					E.L. DISEASE - EA EMPLOYEE	\$
DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District is additional insured under the general liability policy if required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
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Oakland Unified School District Attn: Risk Management - 1011 Union Street, Suite 987 Oakland, CA 94607 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenna Elizabeth Frank

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## Philadelphia Indemnity Insurance Company Additional Insured Schedule

Policy Number: PHPK2504566

Additional Insured

Oakland Unified School District 1011 Union Street, Suite 987 Oakland, CA 94607-4099

CG2015 - General Liability

Additional Insured

Alum Rock Union School District 2930 Gay Ave San Jose, CA 95127-2322

CG2026 - General Liability



## **DATA SHARING AGREEMENT**

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

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT's provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

- Purpose. This AGREEMENT pertains only to OUSD's transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS's protection of such data ("PURPOSE").
  - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as "OUSD Data."
  - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
  - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any redisclosure of any OUSD Data without the express written consent of OUSD.
- 2. Term. The term ("TERM") of this AGREEMENT is established in Exhibit A. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

- 3. **Privacy Compliance**. RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
- 4. Advertising Prohibition. RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
- 5. Property of OUSD. All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
- 6. Correction of Records. OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
- 7. Third Party Request. Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
- 8. **Employee Obligation**. RECIPIENT shall require all RECIPIENT INIDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
- 9. Subprocessors. RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in Exhibit A, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.

- 10. No Re-Identification or Re-Disclosure. RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
- Disposition of Data. RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
- 12. Data Security. RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
- 13. Data Breach. In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
  - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above shall include, at a minimum, the following information:
    - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
    - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
- e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
- **14. Equipment and Materials**. RECPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 15. Certificates/Permits/Licenses/Registration. RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.

## 16. Qualifications, Training, and Removal.

- a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT 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. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under 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. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.

17. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.

## 18. Termination.

- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. 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. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- 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. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- 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 one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. 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. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.

19. 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.

#### 20. Conflict of Interest.

- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employee any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, 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, RECIPIENT 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 RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
- 21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. RECIPIENT 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 (<a href="https://www.sam.gov/">https://www.sam.gov/</a>).
- 22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. 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.

#### 23. Indemnification.

a. To the furthest extent permitted by California law, RECIPIENT 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 RECIPIENT's performance of this AGREEMENT. RECIPIENT 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 RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT 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 RECIPIENT and RECIPIENT INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
- 24. Audit. RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT 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. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
- 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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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.
- **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

- 27. 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.
- 28. Assignment. The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
- 29. 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.
- 30. 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.
- 31. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT 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.
- 32. 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.
- 33. 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.
- 34. **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.
- 35. 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.
- **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.

- 37. 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.
- 38. 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.

## 39. Signature Authority.

- 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), RECIPIENT 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. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
- 40. 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 RECIPIENT 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:

RECIPIE	NT		
Name: Nicholas Layman	Signature:	Mcholas L	ayman
Position: Assistant Vice President, Product		Date:	4/24/2024
OUSE	)		
Name: Juan Du	Signature:	I Du	
Position: Executive Director, Research, Assess	ment & Data	Date: _	4/22/2024
☐ Board President (for approvals)☐ Chief/Deputy Chief/Executive Direct	or (for ratification	ns)	
Name: Kyla Johnson-Trammell	Signature: 200	Montourel	
Position: Superintendent		Date: _	5/23/2024

Template approved as to form by OUSD Legal Department

# DATA SHARING AGREEMENT EXHIBIT A

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

Purpose. The following elen	nents, if checked, shall constitute the OUSD Data for
Purpose. The following elen	nents, if checked, shall constitute the OUSD Data for
Purpose. The following elen	nents, if checked, shall constitute the OUSD Data for
Category	Elements
Application Technology Metadata	IP addresses of users, use of cookies, etc.
Application Use Statistics	Metadata on user interaction with application
	SBAC results
	ELPAC results
	IAB Results
Assessment	Other assessment results (list below):  DIBELS assessments
Ä.,	•Attendance rate
Attendance	Number of absences
Communications	Online communications that are captured (emails, blog entries, etc.)
Conduct	Number of suspensions
Conduct	Days suspended
	Gender
	Race/ethnicity
	Date of birth
Demographics	Special ed. flag
	Home language
<i>•</i>	Language proficiency

Grade level    Name	Enrollment	School	1
Address   Comment		Grade level	<b>V</b>
Parent/Guardian Contact Information		Name	<b>V</b>
Phone  Student scheduled courses Teacher names  Finglish language learner  Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)  Newcomer  Title 1 flag (schoolwide)  Name  Student Contact Information  Finail Phone  Local student ID number  Teacher ID number  State student ID number  Student app username  Student app username  Student app password(s)  Dummy identifiers  Student generated content; writing, pictures, etc.  Transcript  Current year GPA  Cumulative GPA  Student bus assignment  Transportation  Student bus card ID number  List additional data elements here  Dibels assessment data  Student Family survey data  Teacher survey data	Parent/Guardian Contact	Address	<b>√</b>
Schedule  Student scheduled courses  Teacher names  Fenglish language learner  Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)  Newcomer  Title 1 flag (schoolwide)  Name  Address  Information  Email  Phone  Local student ID number  Teacher ID number  State student ID number  State student ID number  Student app username  Student app password(s)  Dummy identifiers  Student app password(s)  Dummy identifiers  Student app assigned student ID number  Current year GPA  Cumulative GPA  Student bus assignment  Student bus card ID number  List additional data elements here  Dibles assessment data  Student Family survey data  Teacher survey data	Information	Email	<b>V</b>
Schedule    Student scheduled courses		Phone	
Teacher names  English language learner  Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element) Newcomer Title 1 flag (schoolwide) Name  Address Information  Email Phone Local student ID number  Teacher ID number  State student ID number  Total en app password(s) Dummy identifiers  Student work  Student generated content; writing, pictures, etc.  Transcript  Current year GPA Cumulative GPA Student bus assignment  Student bus card ID number  I standational data elements here Dibels assessment data Student & Family survey data Teacher survey data	Schedule	Student scheduled courses	
Special Indicator    Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)   Newcomer		Teacher names	<b>V</b>
Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)   Newcomer			1
Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)   Newcomer		Socio-economic disadvantaged (SED) status	
Newcomer Title 1 flag (schoolwide)  Name  Student Contact Information  Email Phone  Local student ID number  Teacher ID number  State student ID number  Provider/app assigned student ID number  Student app username  Student app password(s)  Dummy identifiers  Student generated content; writing, pictures, etc.  Student course grades  Transcript  Current year GPA  Cumulative GPA  Cumulative GPA  Student bus assignment  Transportation  Student bus card ID number  List additional data elements here  Dibels assessment data  Student & Family survey data  Teacher survey data	Special Indicator	(Note: OUSD cannot share Free/Reduced Lunch status as a	
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which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply): OUSD Data includes personally identifiable information from a student record other than directory information. Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD. OUSD Data includes personally identifiable information from a student record, AND at least one of the following: RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).) RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).) RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).) RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).) RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).) RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference. The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon

#### 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: May 9, 2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 1, 2025

## 19. Legal Notices.

## **OUSD**

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060 Email: <u>ousdlegal@ousd.org</u>

#### RECIPIENT

Name/Dept: Sanjeev Midha, President

Address: 1500 John F. Kennedy Blvd, Suite 1160

City, ST Zip: Philadelphia, PA 19102

Phone: 302-319-3273

Email: legal@springboardcollaborative.com

Board Office Use: Legislative File Info.			
File ID Number	23-1170		
Introduction Date	5/24/23		
Enactment Number	23-0980		
Enactment Date	5/24/2023 os		

## **Board Cover Memorandum**

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date May 24, 2023

Subject Services Agreement with Springboard Collaborative

Ask of the XApprove Services Agreement Board □Ratify Services Agreement

Services

Vendor will provide intervention services in an in person learning format to include 5-week summer programs that combine targeted reading instruction, family workshops, teacher coaching, and incentives to achieve lasting results in literacy. Springboard Collaborative will provide curriculum, guided books, access to loaned libraries to support implementation of daily readaloud sessions for the duration of programming, parent engagement curriculum, and marketing materials to serve 1,590 students at eleven OUSD Summer Learning designated elementary summer school sites to support OUSD teachers and staff in summer learning. In addition, Springboard Collaborative will provide professional development to OUSD teachers, summer principals, and attendance specialists in the areas of recruitment, instructional design, data management and assessment. Springboard Collaborative will provide OUSD support in monitoring student performance, parent participation, and student reading scores via an effective data management system. By the end of the Summer Learning Programs, Springboard Collaborative will conduct data analysis and provide OUSD with impact reports to assist OUSD in determining the effectiveness of this literacy intervention program.

**Term** Start Date: 5/15/23 End Date: 6/1/24

Not-To-Exceed \$839,000.00

## Competitively Bid

Yes, RFP 22-137ExLO

If the Service Agreement was <u>not</u> competitively bid and the not-to-exceed amount is <u>more</u> than \$99,100, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

## In-Kind Contributions

The program is run in collaboration with district summer learning campuses. OUSD Teachers implement the program and utilize district hardware/technology in each classroom.

## Funding Source(s)

Resource 2600 – Expanded Learning Opportunities Program in the amount of \$839,000.00

#### **Background**

Many students in the District struggle with reading at an appropriate grade level. Springboard Collaborative was selected as highly qualified responsible bidder following an OUSD competitive RFP process. Springboard Collaborative has a demonstrated track record of decreasing the reading achievement gap by coaching teachers, training family members, and incentivizing learning in OUSD for the past 7 years. Students have averaged 3 months reading growth in 5 weeks' time during this programming for the Summer Learning Program at OUSD. Summer Learning is an important time to address the achievement gap by replacing typical summer learning regression instead with reading growth. In addition to providing services for our students, this program allows parents to grow in their knowledge of providing reading support at home and builds OUSD capacity by providing targeted training to our OUSD teachers in guided reading, phonics instruction, and proper reading assessment administration.

#### Attachment(s)

- Service Agreement 2022-2023 with Springboard Collaborative
- Request for Proposals 22-137ExLO and Vendor Response

## **SERVICES AGREEMENT 2022-2023**

This Services Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"): Springboard Collaborative

The PARTIES hereby agree as follows:

## 1. **Term**.

a. This Agreement shall start on the below date ("Start Date"):
 5/15/23

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

b. The work shall be completed no later than the below date ("End Date"):6/1/24

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Services. VENDOR shall provide the services ("Services") as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

## 3. 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 in any 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, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
- 4. 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 8 (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.
- 5. **Data and Information Requests**. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. 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.

# 6. Confidentiality and Data Privacy.

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) 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. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
  - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
  - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
  - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing 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.
- Copyright/Trademark/Patent/Ownership. VENDOR understands 7. 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, its employees, or its subcontractors 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.

- 8. **Compensation**. OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.
  - a. The compensation under this Agreement shall not exceed: \$839,000.00

This sum shall be for full performance of this Agreement and includes 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.

- b. 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**.
- c. 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 10 (Invoicing), for Services actually performed and after OUSD's written approval that 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.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

- 9. **Equipment and Materials**. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 10. **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 Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour 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 (c)—indicate whether the Services

- are 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.

## 11. Termination and Suspension.

- 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 or Deputy may issue the termination notice without 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.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement 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. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. 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. Cause 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 or Deputy may issue the termination notice without 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 the correction are made.
- d. Upon 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.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.
- 12. **Legal Notices**. All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (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 at the address set forth below.

#### **OUSD**

Name: Joshua R. Daniels Site/Dept: Office of General Counsel Address: 1000 Broadway, Suite 440

City, ST Zip: Oakland, CA 94607 Phone: 510-879-8535

Email: ousdlegal@ousd.org

#### VENDOR

Name: Sanjeev Midha

Title: President

Address: 2 Penn Center, Ste 1615 1500 JFK Blvd.

City, ST Zip: Philadelphia, PA 19102

Phone: 510-473-7144

Email: s.midha@springboardcollaborative.org

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.

### 13. **Status**.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees 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's employees.
- 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 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 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.

# 14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed 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. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents 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, if VENDOR was selected, at least in part, on such representations and warrants.
- 15. **Certificates/Permits/Licenses/Registration**. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

### 16. **Insurance**.

- Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, 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, for corporal punishment, 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 of this Agreement). 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.
- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (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.

# 17. Testing and Screening.

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she 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 the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents 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 employee, subcontractor, volunteer, or agent 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.
  - Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<a href="http://beamentor.org/OUSDPartner">http://beamentor.org/OUSDPartner</a>) finger-printing and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person 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.

# 18. Incident/Accident/Mandated Reporting.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, 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 an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the 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.

### 19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- requirements Consistent with the of Paragraph 18 C. (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's agents, representatives, staff, family member. consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

- OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
- 20. **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.
- 21. Non-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts 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.
- 22. **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.
- 23. **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.
- 24. 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.

### 25. Conflict of Interest.

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, 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 change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be 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 notify OUSD in writing.
- 26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 27. **Limitation of OUSD Liability**. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (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.

### 28. Indemnification.

- To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing agents, representatives, officers, consultants. Board. 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, VENDOR, 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, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR 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 OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
- 29. **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 of this Agreement and for three (3) years after the End Date. 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 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.

- 30. 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.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **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.
- 35. **Captions and Interpretations**. Section and 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.

- 36. **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.
- 37. 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.
- 38. **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.
- 39. **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.
- 40. 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), only the Superintendent,

Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon 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.
- 41. Contract Contingent on Governing Board Approval. 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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

### **VENDOR**

Name: Sanjeev Midha Signature: Sanjeev Midha

Position: President Date: 4/28/2023

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for

any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD	8	MATA
Name: Mike Hutchinson	Signature.	Malapha
Position: President, Board of Education ☐ Board President ☐ Superintendent ☐ Chief/Deputy Chief/Executiv	Date:	5/25/2023
Name: <u>Kyla Johnson-Trammell</u>	Signature: _	He Harre
Position: <u>Secretary, Board of Education</u>		5/25/2023

Template approved as to form by OUSD Office of the General Counsel.

### **EXHIBIT A**

1A. **General Description of Services to be Provided**: Provide a description of the service(s) VENDOR will provide.

For Summer 2023, vendor will provide intervention services in an in person learning format to 5-week summer programs that combine targeted reading instruction, family workshops, teacher coaching, and incentives to achieve lasting results in literacy. Teachers receive Springboard's instructional materials, which address several key areas of reading including phonemic awareness, phonics, fluency, vocabulary, and comprehension in addition to social-emotional learning through our Daily Message curriculum. Each teacher also receives 20-30 books to use for whole-class instruction. Springboard Collaborative will provide curriculum, read loud reading books, access to online libraries to support implementation of and daily read-aloud sessions for the duration of programming, parent engagement curriculum, and marketing materials to serve 1,590 students at eleven OUSD Summer Learning designated elementary summer school sites to support OUSD teachers and staff in summer learning. In addition, Springboard Collaborative will provide professional development to OUSD teachers, summer principals, and attendance specialists in the areas of recruitment, instructional design, data management and assessment. Springboard Collaborative will provide OUSD support in monitoring student performance, parent participation, and student reading scores via an effective data management system. By the end of the Summer Learning Programs, Springboard Collaborative will conduct data analysis and provide OUSD with impact reports to assist OUSD in determining the effectiveness of this literacy intervention program.

Springboard will train 106 OUSD Teachers.

Springboard will train 11 OUSD Site Leaders.

Springboard will train 3 OUSD Teacher Leaders who will support all 11 sites with all aspects of Springboard program implementation. Springboard will support the Teacher Leaders with leadership development and weekly planning meetings.

Springboard will train and support OUSD Program Director who will support all 11 sites with all aspects of Springboard program implementation.

Springboard will hire, with OUSD input, 11 Site support Leads to partner with Site Leaders at each site.

Springboard will hire, with OUSD input, 1 Operations Manager that will oversee the distribution of all books, supplies, T-shirts, and other

incentives for all 11 sites. They will support data, technology, and logistics needs during program preparation (Ready Week), ten weeks of programming and post-program wrap-up.

### Responsibilities of Springboard:

Professional Management: Springboard will furnish dedicated Springboard coaches to guide implementation. This will include planning out of key dates with OUSD, creating a program calendar, and building out needed data tracking tools.

Professional Development: Springboard will grant access to ondemand professional development materials. Springboard. Springboard will train the Site Leader to implement the Springboard Program. Springboard support site leaders and teacher leaders to conduct training sessions with teachers to support all elements of the program including family engagement, literacy, assessment, and setting goals.

Curriculum: Springboard will provide OUSD with access to its student and parent curricula and associated Program Materials (items provided to OUSD and developed by Springboard, including but not limited to, curricula, daily lesson guides., family books for each student (7 books), and incentive materials (for students, parents, teachers, and Site Leaders) and Professional Development Materials (protocols and written guides developed by Springboard) to train teachers on data-driven instruction, effective lesson planning, family communication, and facilitation of Parent Workshops, which are interactive training sessions led by teachers to educate parents, guardians, or care-givers about effective strategies for reading with their student, and to permit parents, guardians or care-givers to share their insights and expertise on their student throughout the Springboard Program.

Books: Springboard will provide each site with access to libraries to support implementation of daily read-aloud sessions for the duration of programming. Each teacher receives 20-30 books to use for whole-class instruction. Each family will receive a set of books at their child's reading level to keep.

Data and Communications: Springboard will provide a data system to store Springboard program information such as program dates, assessment data, growth goals, and workshop attendance.

Data Collection: Springboard will provide the data management system and reports (Springboard Platform) which will track and analyze all of Springboard's data throughout the Springboard Program, including but not limited to student and family demographic information, student reading progress, student and parent attendance, daily family engagement, and teacher observations. The Site Leader will ensure that teachers monitor student reading progress and daily attendance, input required information into the Data System, and administer sign-in protocols for Parent Workshops during the Springboard Program. Springboard will share Student Reading Scores and the school- and classroom-level data analysis impact reports it compiles with OUSD.

# SCHOOL REGISTRATION INFORMATION:

Springboard will provide programming across 11 sites for the below indicated number of days:

School Location Total Enrollment # of days

Elem Site 1, Lockwood STEAM, East Oakland, 135 students, 23 days

Elem Site 2, MLK Jr, West Oakland Hub, 120 students, 23 days

Elem Site 3, Allendale Elem, Central Oakland Hub, 165 student, 23 days

Elem Site 4, Fruitvale Elem, Central Oakland Hub, 150 students, 23 days

Elem Site 5, Emerson Elem, North West Oakland Hub, 165 students, 23 days

Elem Site 6, Oakland Academy of Knowledge, North East Oakland Hub, 135 students, 23 days

Elem Site 7, Markham Elem, East Oakland Hub, 150 students, 23 days Elem Site 8 Highland Community Elem, East Hub, 150 students, 23 days

Elem Site 9, Korematsu Discovery Academy Elem, East Hub, 120 students, 23 days

Elem Site 10, La Escuelita Elem, Central Oakland Hub, 150 students, 23 days

Elem Site 11, Franklin Elem, Central Oakland Hub, 150 students, 23 days

Springboard Summer (2023) Expected Enrollment: 1590 students Total Number of Classes: 106 classes

Payment Adjustment: Total payment due will be adjusted if Enrollment represents a 10% or more reduction from expected enrollment. The payment adjustment will be the per student resources fee (\$500)

multiplied by the difference between expected enrollment and enrollment.

1B.	<ul> <li>Description of Services to be Provided During School Closure or Similar Event: If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?</li> <li>□ No, services would not be able to continue.</li> <li>□ Yes, services would be able to continue as described in 1A.</li> <li>X Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.</li> <li>Vendor can support online instruction as needed</li> </ul>
1C.	Rate of Compensation: Please describe the basis by which compensation will be paid to VENDOR:  ☐ Hourly Rate: \$Click or tap here to enter text. per hour  ☐ Daily Rate: \$Click or tap here to enter text. per day  ☐ Weekly Rate: \$Click or tap here to enter text. per week  ☐ Monthly Rate: \$Click or tap here to enter text. per month  X Per Student Served Rate: \$500.00 per student served plus \$4,000.00 per site  ☐ Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below: Click or tap here to enter text.
2.	Specific Outcomes: (A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please

complete the sentence prompt: "Students will..."

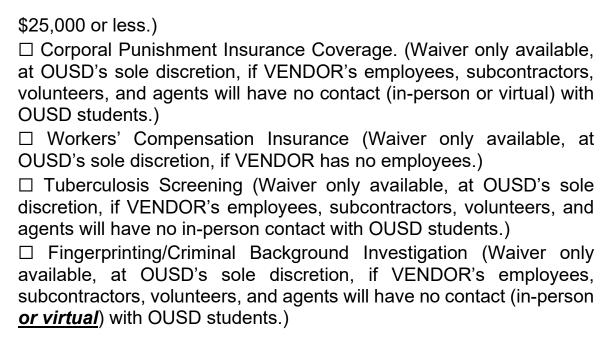
By the end of the summer program, it is expected that students will average 2.9 months of reading growth as measured by district

describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please

assessments. In order to reach this reading goal the following participation outcomes are expected: Students who attend the summer program will have ADA of 85% or better. 80% of all families participating in Springboard Summer program will receive a home visit. Families participating in Springboard Summer will attend weekly engagement sessions 70% of the time or greater.

	engagement sessions 70% of the time of greater.
3.	Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds): Please select the appropriate option below:  □ Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:  Click or tap here to enter text.
	<ul> <li>□ Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:</li> <li>• Meeting announcement for meeting in which the SPSA</li> </ul>
	<ul> <li>modification was approved.</li> <li>Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.</li> <li>Sign-in sheet for meeting in which the SPSA modification was approved.</li> </ul>
4.	Adapting Services for Students with Disabilities: If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:  Because students are taught at their instructional level and in small groups, students with disabilities will be able to access the program. Curriculum modifications can be made to students to access the materials.
5.	Waivers: OUSD has waived the following. Confirmation of the waiver is attached herewith:  □ Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with

OUSD students, and the compensation not-to-exceed amount is





# Request for Proposal (RFP) 22-137ExLO

# SUMMER LEARNING LITERACY INTERVENTION FOR COMMUNITY SCHOOLS/EXPANDED LEARNING

\* Submit proposals and all questions/inquiries to:

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

email: francisco.flores@ousd.org

phone: (510) 879-2990

Proposals Due:

APRIL 17, 2023 at 2:00 P.M. PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL CODES.

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# **RFP Schedule Of Events**

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	March 17, 2023
Pre-Bid Conference:	March 30, 2023 @ 10:00 a.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	April 6 , 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	April 17, 2023 @ 2:00 p.m. pst
Proposal/Bid Opening:	April 18, 2023 @ 2:00 p.m pst (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	April 24 - 26, 2023
Final Award of RFP (BOE):	April 28, 2023
Contract Start Date:	May, 2023

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.\*\*

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

#### Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics rosaura.altamirano@ousd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

# **Background Information**

The Oakland Unified School District (the "District" or "OUSD") is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

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 eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-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 the District.

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 RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

# **Introduction and Overview**

The District is seeking proposals from qualified organizations ("Organizations," "Respondents," "Bidders," "Proposers" or "Contractors") to provide TK-5 Literacy intervention services as part of the District's Summer Learning programming. The services will supplement regular literacy instruction.

Organizations choosing to serve in this role must be financially stable and demonstrate the capacity to leverage other resources in support of summer programming.

Summer Learning brings together certificated teachers and community based enrichment providers to offer a full day of learning. For Summer 2022, OUSD Served 2,400 students TK-4th grade.

The Expanded Learning Office support of summer programming is founded in these local, and national data points:

Under-resourced children often do not have the same opportunities to learn and

participate in enriching activities during summer, which increases the opportunity gap.

- Utilization of summer learning programs leads to lower violence, higher physical and mental health, improved social skills, and a heightened sense of self.
- When school ends, some students and families struggle to get their basic needs met; summer programming provides meals for students and a safe space to thrive.
- Students can typically lose up to 2 months of reading progress and 2.6 months of math progress over the summer. High-quality Summer Learning programs can turn that potential for loss into an opportunity to accelerate learning.

### **Goals of Summer Learning Programs:**

Rich learning experiences and knowledge development that incorporates:

- Academic intervention to combat summer learning loss.
- Enrichment integration with sports, STEAM and other enrichment activities that allow for acceleration of skills, habits and mindsets.
- Culturally relevant youth development in service of promoting and maintaining joyful schools which builds a culture of affirmation, inclusion and belonging.
- Equity: Programs create opportunity and engagement with our high priority students and their families, including students with disabilities, English language learners, Foster Youth, unhoused youth, and newcomer students.

As we look to Summer 2023, we want summer learning programs to build upon the strategies in early literacy that the school year has already put into place and wish to capitalize on our K-2 Literacy Tutoring strategy which has proven supportive of our <u>vision for Literacy</u> and connect with our <u>Superintendent's Strategic Plan Initiative 1: Ensuring Strong Readers by Third Grade.</u>

We are looking for organizations that can complement and build off of these strategies rather than offer a new program. We want programs that align with our LCAP goals, our superintendent strategic plan and adopted OUSD Language and Literacy Framework (TK-5).

# **Objectives**

The Summer Learning department is looking to partner with an organization that can help with the vision, coordination and implementation of intervention services across 15 sites, serving up to 2500 students. We are looking for an organization that

can support in the project mgmt aspects of this endeavor as well as engage the district in a cycle of inquiry that includes setting goals, collecting data and reflecting on areas for improvement in future summers. The objectives of this RFP is for 2500 students enrolled in Summer learning programs to have access to a systematic intervention program that pulls these elements together. This program will utilize district employees and incorporate the use of literacy tutors and include special education students.

We want teachers to walk away from their summer experience with even more tools for implementing the district literacy strategy and for students and families to feel empowered and confident that they have gained the skills to move forward more effectively towards the next school year.

We want an organization that can work with and support current OUSD structures and staffing configurations including district principals, teachers, early literacy tutors, and special education support staff.

We want an organization that creates culturally relevant implementation that takes into consideration the engagement and inclusion of African American students, english learners, and students with disabilities.

# **Scope Of Work**

The selected Organization will be responsible for providing programmatic supports for daily literacy intervention services for up to twelve (12) OUSD Summer Learning sites in service of approximately 2500 students, with the opportunity to expand. The intervention services must be offered for 4-6 weeks during the Summer Learning period. The programming must include up to 180 minutes of direct instruction.

The selected Organization must develop and implement a targeted program at each school at the same level of implementation.

The selected Organization must provide strategies and collaborate with the District to effectively recruit and engage a diverse population (English Language Learners, Students with disabilities, Latinx and African American students).

The selected Organization must generally demonstrate and document summer reading growth in terms of months of growth among students served within the intervention window, as measured by pre/post assessment data from District-approved assessment tools including: **DIBELS** (Dynamic Indicators of Basic Early Literacy Skills), **SIPPS** 

(Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words), or **i-Ready**The selected Organization must provide an integrated platform that brings together:

- Targeted instruction
- OUSD Certificated Teacher professional development
- Family engagement
- Home visits
- District aligned pre/post assessments
- Year round wrap around services during after school programming

The selected Organization must utilize District employees to deliver the intervention services.

The selected Organization will provide all elements of the literacy curriculum, professional development, and family engagement curriculum.

The selected Organization will provide year round coordination support to the District to support recruitment of staff and recruitment and enrollment of students into the program.

### **Term of Contract**

Contingent upon funding, the District anticipates the service term to be a maximum of five (5) years, May 2023 - April 2028. Contracts with OUSD are valid on a yearly basis and are renewed annually for up to a five (5) year span.

# Specific Activities Required (Minimum Qualifications)

A demonstrable experience in coordinating a summer learning intervention program is strongly preferred, and all Organizations must provide acceptable documents demonstrating three (3) years of experience with school districts in the following areas:

- Successfully running literacy intervention summer learning programming.
- Documented reading growth from participating students utilizing the following District-approved assessment tools: DIBELS (Dynamic Indicators of Basic Early Literacy Skills), SIPPS (Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words), or i-Ready
- Utilizing curriculum in summer learning programs that is aligned with California common core state standards, preferably CDE-approved.
- Effectively developing strategies and collaborating to recruit and engage a diverse population of students (e.g., English Language Learners,

students with disabilities, Latinx and African-American students).

- The Organization should also illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.
- Maintaining collaborative relationships with school site leadership in the development and implementation of a quality summer learning program that supports Districts' and schools' goals.

### What Are The Outcomes From Provider Services

We would like to see several outcomes due to these services:

- Increased satisfaction from TK-4 Summer Learning teachers regarding their coaching support and professional development.
- Increased retention of K-2 Literacy Tutors and Teachers
- Increased K-2 Student Achievement in the area of Foundational Reading Skills (specifically Phonological Awareness, Phonics and Sight Word Domains in i-Ready and SIPPS Mastery Test Participation)
- Increased family engagements and partnership around students' literacy goals

# Why Are Provider Services Needed

The provider services are needed as we have limited capacity as a district to coordinate and implement the level of curriculum design, coaching support and professional development that our summer teachers and participating students and families deserve and require to continuously improve their practice and deepen their impact during the summer learning session.

# **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**

A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

Best Value Points			
Value Category	Maximum Points		
Scope of Services	300		
Program Accountability, Program Plans and Results, Staffing, Experience and Performance	300		
Ability To Deliver/ References	200		
Annual Cost To The District	200		
Total	1000		

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

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

# **Proposal Format**

Proposal submissions shall include, at minimum:

#### **Cover Letter:**

Explain your interest in this body of work and why you wish to work with Oakland Unified School District students. Include your agency/organization name and core contacts with names, title(s), emails and phone numbers.

### Scope of Services (300 Points)

All agencies will be awarded maximum points in accordance with criteria questions and score is based solely on the assessment of the written narrative:

### 1) School Relationships - (50 points)

 a) Describe in detail the agency's experience partnering with Oakland Schools.

### 2) Professional Development - (50 points)

a) Describe in detail the agency's experience implementing summer literacy programs. What is the full scope of Staff training for this program? How does the agency currently or plan to partner with current school teams?

### 3) Program Quality--Instructional core - (100 points)

- a) Describe, in detail, the early literacy components and strategies the agency will implement and how the agency will monitor for success.
- b) Description of overall literacy program design to include:
  - (1) Teacher/Staff training scope and sequence
  - (2) Overview of instructional design model,
  - (3) Overall scope and sequence
  - (4) Sample lesson plans describing 180 minutes of daily instruction
  - (5) List of curriculum (publishers/titles).

#### 4) Family Engagement - (100 points)

- a) Describe, in detail, the procedures and the resources the agency currently uses or will implement, to ensure supportive family outreach and engagement is a component of the program. Describe capacity to implement family workshops and plans to support Oakland's diverse family community.Family Engagement Plan
  - (1) training modules scope and sequence

# <u>Program Accountability, Program Plans and Results, Staffing, Experience and Performance (300 Points)</u>

Vendor's response shall describe its program accountability, program plans and result, staffing, experience and performance.

### 1) Agency Capacity - (100 points)

- a) Describe the agency's experience and capacity to work with multiple schools. Describe the number of schools [and specific schools if applicable] the agency intends to partner with under this proposal and how the agency will manage school relationships. Describe the number of students the agency intends to serve under this program.
- b) Student/Staff recruitment and enrollment strategy
  - (1) Timeline for outreach
  - (2) Sample recruitment publications for staff, students, and families
- c) Year round schedule for wrap around services
  - (1) Any additional interventions your Organization offers in addition to Summer Learning.

### 2) Program Accountability - (50 points)

a) Describe, in detail, the roles and responsibilities of the core administrative staff responsible for fiscal and programmatic components of the contract.

# 3) Data Sharing and Monitoring - (50 points)

a) Describe, in detail, how the agency will utilize data to monitor the success of the program.

# 4) Experience and Performance- (100 points)

- a) Assessment Reports showcasing track record of reading growth (the District is seeking an Organization that shows 2.9 months of growth) from participating students with demographics similar to OUSD utilizing one or more of the following assessment tools:
  - i) **DIBELS** (Dynamic Indicators of Basic Early Literacy Skills)
  - ii) **SIPPS** (Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words),
  - iii) i-Ready
- b) Attendance Records showing attendance rate (ADA) of 85% or higher

at summer learning programs Organization has served and/or operated for the past three (3) years.

# Ability To Deliver Proposed Solution And Reference (200 Points)

# Company Profile

- Provide the following information about your company:
  - o The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
  - o List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
  - o Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations
- Please attach evidence that supports the viability of the company for the duration of the contract.
- Submittal letter: Include the RFP's title, RFP Number, and submittal due
  date, the name, address, telephone number of the Respondent. Include a
  contact person and corresponding e-mail address. The letter shall state that
  the proposal shall be valid for a 90-day period and that the staff proposed will
  be immediately available to work if they are awarded the contract. The
  person authorized by the Respondent to negotiate a contract with the District
  shall sign the cover letter.

### **Professional Qualifications**

- Provide a succinct summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.
- Complete Exhibit C ("References") provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with a brief summary of the service provided.

# Annual Cost To The District (200 Points)- (Template Sample)

• The District is interested in a Fee for Services arrangement under this RFP. All respondents must include a fee for services proposal.

 Fee proposals should enumerate any costs the District can expect to be charged and specify the types of materials and services that would generate any additional charges; including ongoing costs, maintenance fees, technical support costs, and professional development costs.

# **Proposed Cost**

[Note to Vendors: The cost of teachers and District operations support staff (e.g., attendance specialists and custodial staff) will be borne and paid directly by the District. Further, The District is interested in costs that are both in line with the specific services provided the District and are comparable to those paid by other school districts on similar programs.]

Provide the proposed costs (on an annual basis) for serving up to 2500 OUSD students across twelve (12) OUSD summer sites for 5 weeks. Bidders must break their cost proposal down in four (4) ways:

- i. Proposed Summer Learning Programs cost per student
- ii. Itemization of how the per student cost was determined by breaking the cost down in the following categories:
  - Curriculum/books
  - Staff Development
  - Program Management
  - Communications
  - Technology/Data Systems

iii. List separately any costs associated with additional services (*i.e.*, after school interventions) your program offers outside of the summer learning program that your program plans to implement during the school year. This should be described in the same manner as the summer learning cost (per pupil cost + category breakdown of how that per pupil price is determined)

iv. List by category and cost any other types of services payable by the District during each contract year that are not included in the above price quotes, plus a formula and/or description as to how said additional costs will be determined and billed to the District.

Please attach each Exhibit to your response. Exhibits begin on page 17.

# **Submission Instructions**

Bids must be received prior to April 17, 2023 at 2:00 P.M. PST

#### Provider to submit:

(1) Hardcopy Proposal & (1) USB - Electronic RFP version **OR** via email to procurement@ousd.org

Proposal shall be clearly marked: "Response to RFP No. 22-137ExLO" Mailed Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
SUMMER LEARNING LITERACY INTERVENTION
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **April 17**, **2023 at 2:00 P.M. PST.** 

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time 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. 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 accepting the terms of the contracts available to view in Exhibit A. Proposals and any other information submitted by respondents in response to this RFP 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 RFP, and subsequent amendments and/or updates will be available at: <a href="https://www.ousd.org/procurement">https://www.ousd.org/procurement</a>. Contractors are responsible for checking this website for information and changes to this RFP.

# **List Of Exhibits**

Exhibit A Acknowledgement of Reading and Understanding OUSD's Contracts

Exhibit B Standard Response Form

Exhibit C Reference Worksheet (3 minimum)

**Exhibit D Terms and Conditions** 

Exhibit E Certification regarding Debarment, suspension, ineligibility

Exhibit F Insurance

Exhibit G Worker's Compensation Certificate

Exhibit H Fingerprinting Certificate

Exhibit I Non- Collusion Declaration

Exhibit J Authorized vendor Signature

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary.

# <u>Exhibit A</u>: Acknowledgement of Reading and Understanding OUSD's Contracts

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 selected you will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before work can begin.

To view click here:	SERVICES .	AGREEMENT	& DATA S	HARING A	GREEMENT
Signature					
Print Name	_				
Title					
 Date					

# **Exhibit B:** Standard Response Form

# A. GENERAL INFORMATION

	Tel:	Website:	Email:
	Is the Company	a Certified Oakland Sn	nall Business? Yes No
٠.	Type of Compar	ny: (check one)	
	Individual	Partnership	Corporation
5.	Names and titles	s of all principals/officer	s/partners of the company:
	Name, Title	Location	Phone Number
S.	Doint of Contact	if Contract is Awarded	
•	Name, Title	if Contract is Awarded: Location	Phone Number
	Name, me	Location	Flione Number
	LEGAL INFORM	MATION	

	If yes, provide the name of the school district or school and briefly detail the dispute.
2.	Has your company ever had a contract terminated for convenience or default in the prior five years?  Yes No If yes, provide details including the name of the other party:
3.	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?  Yes No  If yes, provide details:
4.	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?
	Yes No
	If yes, provide details:

# **Exhibit C:** References

To be submitted for each of the three (3) references required.

Reference 1:	
Customer Name:	
Contact Name:	
Title:	
Address:	
Phone Number:	
Email:	
Services Provided:	
Reference 2:	
Customer Name:	
Contact Name:	
Title:	
Address:	
Phone Number:	
Email:	
Services Provided:	

Reference 5:	
Customer Name:	
Contact Name:	
Title:	
Address:	
Phone Number:	
Email:	
Convided Frovided.	

# **Exhibit D:** Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – 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 Attachment 1 – 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 like compliance by all its subcontractors. Bidder 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 RFP, 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 been furnished an RFP 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 RFP 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 RFP and addenda thereto, and all related materials and data referenced in the RFP 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. <u>Bidder Agreement</u> In compliance with this RFP, 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. <u>Bid Signee</u> 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. <u>Bidders' Understanding</u> 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. <u>Intent of Specifications</u> 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. <u>Extra Work</u> 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. <u>Defense</u>, <u>Indemnity & Hold Harmless</u> - 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. <u>Disposition of Proposals</u> All materials submitted in response to this RFP 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. <u>Terms of the Offer</u> 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. <u>Awards</u> 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. <u>District's Alternative Providers</u> 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 RFP.
- 13. <u>Bidder Agreement to Terms and Conditions</u> 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. <u>Laws Governing Contract</u> 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. <u>Notices</u> 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. <u>Changes to the Agreement</u> 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 RFP and Request For Proposals 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. <u>Severability</u> 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. <u>Assignment</u> The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
- 21. <u>No Rights in Third Parties</u> The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
- 22. <u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</u> Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:	
Date:	

# <u>Exhibit E:</u> Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither	nor
[Name of Bidder] its principals are presently debarment, declared ineligible, or voluntarily extransaction by any Federal department or agency. clause without modification in all lower tier tracontracts and subcontracts. Where the bidder/offer is unable to certify to this statement, it shall attacproposal.	excluded from participation in this I further agree that I will include this ansactions, solicitations, proposals, or/contractor or any lower participant
IN WITNESS WHEREOF, this instrument has been	duly executed by the Principal of the
above named bidder on the	day of[PLACEHOLDER
FOR DATE] for the purposes of submission of this b	
D.,	
By	
(Signature)	
Typed or Printed Name	•
Title	
As the awardee under this Bid, I hereby certify that a valid as of the date of contract award, specifically, a of	s of theday
Ву	
(Signature)	•
Typed or Printed Name	

# **Exhibit F:** Insurance

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. 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 CONTRACTOR. The policy shall protect CONTRACTOR 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.

# **Exhibit G:** Workers Compensation Certificate

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.

Contractor Name:	
Ву	
Signature of Authorized Signer	
Title of Signor	
Ву	
Signature of Authorized Signor	<u> </u>
Title of Signor	<del></del>

(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/Criminal Background Investigation

### TO BE SUBMITTED WITH BID

# 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).)

[insert name of business entity] , ha [insert name of busi	wner" or officer title] of we read the foregoing and agree that ness entity] will comply with the requirements of Education
Code 945125.1 as applicable, includir	ng submission of the certificate mentioned above.
Dated:	
Name:	-
Signature:	_
Title:	

#### 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	s Contract with l	District:	
l,	[insert r	name] , am the	[insert "owner" or officer title
			iness entity] ("Entity"), which entered a
contract on		, 20, with the Distric	ot for
employees wh convicted of a compliance wi who will intera parent or guar section 44237	no are required to felony as define the Education Country of the Education Country of the Education Country of the Education	o submit fingerprints and ed in Education Code sec ode section 45125.1, inclu utside of the immediate s alid criminal background	true and correct to the best of my
knowledge.			
Date:	, 20		
		Title:	
		Entity:	

# **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.
Date
Date
Name of Vendor
<del></del>
Printed Name of Authorized Company Representative
Signature of Authorized Company Representative

# **Exhibit J:** Authorized Vendor Signature

# **Prime Point of Contact**

<b>Proposal</b>	<b>Submitted</b>	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.

Date	Signature/Title	Type or Print Name
Name of Company	Address	City and State
Area Code	Telephone #	Fax#

Federal Tax ID Number

# **Evaluation Process**

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. 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 RFP. An underlying principle of this RFP 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 RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <a href="https://www.ousd.org/procurement">https://www.ousd.org/procurement</a>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

# **Protest Selection Procedure**

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

#### Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

Due Date: April 17, 2023



# Oakland Unified School District RFP 22-137ExLO - Summer Learning Literacy Intervention for Community Schools/ Expanded Learning

**Proposer: Springboard Collaborative** 





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#### Cover Letter

To Whom It May Concern:

Springboard Collaborative is excited for the opportunity to provide high-quality literacy programs to students in grades TK-4 in Oakland Unified School District because of our deep history with the district and our shared values and alignment in driving student reading growth and combatting learning loss. Springboard's intensive literacy programs maximize student and family engagement and accelerate learning to support students in reading on grade level. Students become stronger readers by receiving rigorous literacy instruction in a joyful and engaging environment. Our results reflect this:

In the summer of 2022, students who participated in our 5-week intensive programming averaged 3.2 months of reading growth as measured by DIBELS, which was more than 2x the expected growth. Springboard Collaborative has the experience and expertise necessary to deliver high-quality summer literacy programming to students across OUSD.

Founded in 2012, Springboard Collaborative closes the literacy gap by closing the gap between home and school. We coach educators and family members to help kids learn to read by 4th grade. Our literacy tutoring programs are 4-6 week summer engagements that combine personalized instruction for students in grades TK-4, workshops that support parents in teaching reading at home, and professional development for teachers.

Springboard served over 21,000 students in 2022 alone, serving students and families across the country, including partnerships with Oakland, Fresno, Los Angeles, Alum Rock, and San Francisco. Springboard serves those most disproportionately impacted by academic achievement gaps—namely TK-4th grade students from low-income households who are behind in reading. The vast majority of our partner schools receive Title I funding, and 96% of students who reported their race identify as people of color. We know these students face the greatest disparity in academic achievement and we are excited for the opportunity to support OUSD students in reading on grade level by 4th grade.

Sincerely,

Andrew Karas, Assistant Vice President of Regional Partnerships

bras Laras

Organization: Springboard Collaborative

Partnerships contact: Teresa Arriaga, Executive Director t.arriaga@springboardcollaborative.org; 415-218-0723



# **Scope of Services**

#### 1) School Relationships

#### a) Springboard's experience partnering with Oakland Schools.

Founded in Philadelphia in 2012, Springboard Collaborative expanded to the west coast in 2015 with Oakland Unified School District as our founding partner. In 2016, a Harvard researcher led a comparative, multi-year study in OUSD and found that Springboard was the district's most effective and cost-effective investment in literacy. Springboard Collaborative has now partnered with OUSD for over 7 years, providing high-quality summer literacy programming and serving roughly 1,500 students and families annually. Last summer, Springboard worked with multiple elementary schools in the district including Acorn Woodland, Bella Vista, Burkhalter, Garfield, Hoover, La Escuelita, Laurel, Lockwood, Madison, REACH, and Sankofa. The following paragraph summarizes recent program results from the past few years.

In 2019, OUSD students who participated in Springboard's summer literacy program achieved an average reading gain of 3.9 months in just 5 weeks, and 83.1% of students met or exceeded their growth goal. In 2021, over 900 OUSD students and families participated in Springboard's summer program. According to assessment data, 86% of students increased their reading proficiency and the average student reading gain was 2.8 months. Springboard served over 1,700 students throughout 2022. DIBELS results from summer 2022 show that K-3rd grade students who were tested on Nonsense Word Fluency (NWF) reported an average reading achievement equivalent to 2.3 months of reading growth in decoding words based on alphabetic principle. We expect to serve a similar number of students throughout 2023.

In addition to strong reading results, teachers, students, and family members that participate in our programming share glowing reviews:

- "I appreciate SB for giving us confidence to help my child read at home with every reading tip. I've noticed that she has now started to pick up the book to read by herself."
   Springboard parent at REACH Academy
- "I have learned how to sound out words which has helped me to read!" Springboard student at Laurel Elementary
- "This program offers a wonderful opportunity for school and family to collaborate in a very immediate way. The students really benefited from our partnership." Springboard teacher in Oakland

#### 2) Professional Development

### a) Springboard's experience implementing summer literacy programs.

Springboard Collaborative has been implementing summer literacy programs for students, families and educators for over 10 years. In 2015, we launched our first partnership in California with Oakland Unified. Since then, Springboard has built a strong presence in California through our partnerships in Fresno and the Bay Area, as well as through a recent partnership with Los Angeles Unified, which allows us to reach thousands more students and families across the



state. The following examples highlight Springboard's extensive experience implementing summer literacy programs in California and across the country:

## Fresno Unified School District, CA (FUSD)

Springboard's partnership with Fresno Unified began in 2018. In summer 2018, FUSD and Springboard implemented a 5-week summer literacy program to serve roughly 200 TK-4th grade students as part of the African-American Academic Acceleration (A4) Initiative. The partnership yielded 4.9 months of reading gains with 82.6% of students meeting their reading growth goal. Weekly family literacy workshops yielded an 87% attendance rate. These gains outpaced Springboard averages across the country that summer.

In 2020, Springboard served 450 students in the spring and 735 students in the summer. With a total of 37,311 books read/listened to, FUSD participants beat the Springboard national averages for every grade level for that metric. Family workshop attendance during this time averaged 92%. During summer 2021, 267 students and their families participated in Springboard programming. Family engagement was at an all-time high: 100% of families completed a team-building huddle and family workshop attendance averaged 98%.

Starting in summer 2022, Springboard collaborated with A4 and Expanded Learning to create a unique program model aligned with FUSD's vision of a 3-week summer academic program. In summer 2022, 93% of students in Springboard's Expanded Learning program met or exceeded their reading growth goals.

#### Los Angeles Unified School District, CA

Springboard has grown our partnership with LAUSD over the past 3 years, beginning with a summer pilot in 2020, expanding our local presence through partnerships with local institutions (e.g., LA County Office of Education) in spring 2021, and returning to district summer programming in 2021. At a time of year when many students' skill sets atrophy due to lack of practice and instruction, 70% of LAUSD students in summer 2021 increased their reading proficiency as a result of participating in our program.

In 2022, LAUSD approved a 3-year partnership with Springboard to serve tens of thousands of students in 2022-24. In our first year of partnership, we served 4,809 students across LAUSD. Students participating in our recently completed fall program achieved an average of 3.3 months of reading growth with 94% of students increasing their proficiency. Impressively 90% of students met the attendance minimum, a standard by which we gauge students benefiting from participation. We anticipate serving an additional 5,000+ students by September 2023.

## San Francisco Unified School District, CA

San Francisco Unified School District (SFUSD) first partnered with Springboard in 2018. Since then, we've continued to serve hundreds of students across the city each year. In summer 2021,



SFUSD students who participated in Springboard's program achieved 3.3 months of reading growth in just 5 weeks!

In 2022, over 1,700 students participated in Springboard programming throughout the year, averaging 3.3 months growth across 5-10 week sessions. Families also engaged with our programming at record rates. Our workshops had an average attendance rate of 78%. In post-program survey responses, 96% of families strongly agreed that their family reading routine improved after participating in Springboard programming. And teachers, the backbone of our programming, continue to give us high scores on post-programming surveys with 77% saying they grew as teachers during Springboard.

#### External evaluation

Springboard's summer program was evaluated and named an evidence-based intervention under ESSA Tier II – *Moderate Evidence* following a 2019 external evaluation conducted by McClanahan Associates and impactED. This study revealed that Springboard's intensive summer programming had a statistically significant, positive impact on student literacy, and there were no strong negative findings.

The evaluation included reading growth goal achievement data from more than 600 participants across 5 school districts and charter networks. High-level findings from the study include: 1) Across all grades, students who participated in Springboard's program showed improvement on their reading assessment score between the end of the school year before Springboard to the start of the following school year. The largest gains were for students who started below grade level; and 2) Springboard students showed larger improvements in reading scores when compared to similar students who did not participate.

#### Staff training

Springboard Collaborative knows that when teachers grow, students grow. That's why we invest in the professional development of each Springboard teacher and leader. Teachers receive up to 16 hours of professional development and coaching before and during programming. Local Springboard leaders provide individualized coaching based on teachers' personal goals and group coaching in Professional Learning Communities. Our Springboard Professional Development team provides ongoing professional development.

Springboard's professional development is based on the belief that the best way to learn how to do something is to do it. So we don't just tell teachers how to engage families. Our programs give teachers the tools they need to effectively engage families and the time they need to reflect on their experience, leading to increased family engagement and partnership around students' literacy goals.

We provide teachers with a literacy curriculum that helps them use the best practices in literacy instruction and the training they need to internalize them, specifically increasing their



knowledge of Phonological Awareness, Phonics, and Sight Word Domains. The following table outlines the baseline of required professional development for teachers involved in Springboard programming:

Professional Development for Teachers		
Course and length	Description	
Connect Module  Asynchronous - 30 minutes	Self-paced module that helps staff learn how to use Connect, our online database platform	
Springboard Orientation In-person - 2 hours	Introduces programming resources, navigate lesson plans and learn how to administer DIBELS	
Springboard Literacy Practices I In-person - 2 hours	Discusses Springboard's approach to instruction and explains our Reading Readiness & Phonics curriculum, including how to find lesson materials.	
Springboard Literacy Practices II In-person or virtual - 2 hours	Introduces teachers to our Shared Reading, Read Aloud, Writing, and Small Groups with Stations curriculum; this includes time to access resources and review instructional materials.	
Springboard Family Engagement  Virtual - 2 hours	Provides an overview of family workshops, and guidance on how to host them. Participants then prepare for the first family workshop.	
Welcome Back to Springboard  Virtual - 1 hour	Reviews components of FELA journey and how to implement with fidelity and discusses updates to Summer program	

Springboard Collaborative's professional development for teachers directly connects to the Outcomes From Provider Services listed on page 8 of the RFP:

- Increased satisfaction from TK-4 Summer Learning teachers regarding their coaching support and professional development; and
- Increased retention of K-2 Literacy Tutors and Teachers

We measure teacher satisfaction and engagement with our program following each session. Data from our summer 2022 teacher survey showed that teachers were satisfied with the professional development and coaching they received from Program leaders, with 83% of respondents agreeing or strongly agreeing that they developed as a teacher. Satisfaction with professional development and learning opportunities also directly relates to job satisfaction and retention.

Teachers with more years of teaching experience noted how working with Springboard was a great experience to continue their development as an educator. Less experienced teachers



enjoyed learning more about the program. Said one Springboard teacher, "Springboard has been one of my greatest teaching experiences."

Teachers also stated that they saw their students grow as they read and become more confident in their ability to continue their reading growth after programming ended. Said one Springboard teacher, "All the lesson plans we had helped our students get a better understanding of the sounds and the words. Many of them have gotten better at reading."

One area teachers enjoyed about the program was the opportunity to work with students and families and strengthen their chances to communicate about the students' reading goals and growth throughout the program. Said one Springboard teacher, "Engaging families around learning goals for reading proved to be an effective strategy in developing a partnership and collaborative efforts to promote student achievement."

#### How Springboard partners with current school teams

Similar to the ways in which Springboard communicates with families, we also communicate with our school and district staff on student progress, information, and resources at every step of our program. We are a matrixed organization that has multiple full-time and seasonal staff at the school and district level to ensure strong communication and alignment.

With our long history and roots in Oakland, Springboard has a very customized approach to working with OUSD and individual schools. At the district level, Springboard stays abreast of OUSD literacy and family engagement initiatives and uses that information to ensure that our programs are aligned. Specifically, Springboard aligns our support with the OUSD's vision for Literacy and with the Superintendent's Strategic Plan Initiative 1: Ensuring Strong Readers by Third Grade. We strive for all of our students to not only make reading gains, but also develop a joyful curiosity and a love of reading.

From there we work closely with both the Expanded Learning and literacy teams to further support specific initiatives such as SIPPS implementation, literacy tutors, and integrated summer programming. Our Senior Director of Partner Success, Desiree Caliguiran Marks, has a long history of working with Oakland and carefully designs and customizes each program so that it is implemented with enough fidelity to drive impact but also meets the unique needs of young learners in Oakland.

In order to ensure the program execution proceeds smoothly, Springboard works with school sites to identify a Program Leader who will serve as the liaison between the school's leadership team, the tutor staff, and Springboard. Program Leaders lead the Springboard program at each school by coaching teachers, partnering with family members, and driving student reading growth. The Program Leader is responsible for supporting instruction and ensuring that best practices in literacy are being implemented.



In addition to the Program Leader, each school partner will be assigned a Springboard Program Director who will serve as their dedicated coach and Springboard point of contact for the duration of the engagement. Yareni Carrasco is the current Program Director assigned to this potential partnership. These staff members are responsive to outreach within 24 working hours and will check in with school teams at least once per week.

We are particularly mindful not to play the role of outsider swooping into a school to implement a top-down, outside-in intervention. Instead, our focus is on building capacity within schools by helping them to better leverage the people and assets who are already a part of the fabric of their school communities. This means regularly soliciting feedback from and responding to the concerns of partners by adopting interventions that best fit their needs--not ours. Ultimately, we take a consultative approach to our engagements: Program Directors are able to draw upon years of experience and a strong evidence base to support partners in implementing the model with fidelity, while at the same time ensuring it is tailored to the unique needs of each partner community.

#### 3) Program Quality--Instructional core

a) Early literacy components and strategies how we Springboard will monitor for success. Springboard has developed a comprehensive solution to children's language and literacy development that aligns to best practices in early literacy and hinges on two primary beliefs: 1) Effective classroom literacy instruction involves teaching to standards-based objectives using evidence-based practices and strategies; and 2) Engaging families in their children's language and literacy development is vital to improving student achievement.

Springboard uses a proprietary curriculum that combines classroom literacy curriculum with a customizable at-home family curriculum. Our offerings embrace a philosophy of partnership where stakeholders share agency and responsibility. Springboard's approach to foundation skills for early literacy instruction follows an explicit and systematic scope and sequence of skills informed by evidenced-based research. This ensures skills and concepts are built upon a continuum from simple to more complex sound and letter connections. We assess students and use this diagnostic information to differentiate instruction.

Springboard programming promotes instruction in code-based aspects of reading (e.g., phonemic awareness, alphabet knowledge, letter-sound association, fluency in word recognition) and meaning-based aspects of reading (e.g., vocabulary, background knowledge, comprehension). Our curriculum explicitly incorporates recommendations from the National Reading Panel (NRP) and aligns with the Science of Reading.

Springboard measures the quality of our program's tutoring services using three key metrics: 1) student reading growth, 2) family member engagement, and 3) teacher development. Following each program, Springboard will share an impact report at the school and district level that shows growth and effectiveness aligned to our three key metrics. Springboard has a team of



data and reading experts responsible for compiling, analyzing, and reporting on all of our program data to ensure data consistency and accuracy. Included below are sample metrics; however, we like to work alongside our partners to create specific metrics that align to their unique context and need.

- 1. **Student Reading Growth** Student reading growth is the primary metric through which we gauge impact. Schools assess at the beginning and end of programming to measure reading growth. Springboard provides a report that shows reading growth by grade. In some programs, we also track books read, minutes read, and reading goals.
- 2. **Family Engagement** Parents and families learn how to be effective home literacy coaches. We track weekly attendance at family workshops and use family participation as an indication of the value families saw in our program and as a predictor of impact. Families also participate in an end-of-program survey.
- 3. **Teacher Development** Teachers receive training on a variety of technical and strategic topics (e.g., how to differentiate instruction, early literacy best practices, and improving communication with families) and participate in weekly PLCs led by a Program Leader. We measure teacher professional growth through teacher surveys to gauge the value and efficacy of the program.

#### b) Literacy program design, including:

(1) Teacher/Staff training scope and sequence Please see "Staff training" in section (2a) above.

## (2) Overview of instructional design model

Springboard's recipe for impact is a method we call the <u>Family-Educator Learning Accelerator</u> (<u>FELA</u>), which consists of equal parts literacy curriculum and instruction, teacher professional learning, and family engagement. During Springboard programming, family members, students, and teachers team up to support student reading growth as part of the FELA method. This methodology measurably improves academic outcomes while strengthening family-educator relationships, student literacy, and family engagement practices. The FELA has 5 essential steps:

- Build a team (student, teacher, and family member): Prior to programming, teachers lead a family-educator huddle with each student and family member to build relational trust. Teachers typically work with approximately 15 students in need of academic support.
- 2. Set a goal: Springboard partners use existing assessment data or administer a research-based assessment, DIBELS, to understand each student's individual needs and baseline and set an ambitious, but achievable goal for the program cycle.
- **3. Practice** Students practice with their teachers during the program, receiving between 30 minutes to 180 minutes of daily literacy instruction. Families and students practice together at up to 5 workshops throughout programming, and students practice at home for at least 15 minutes each day.



- **4. Assess growth:** At the end of the cycle, teachers readminister an assessment to measure student's progress relative to their goals.
- **5. Celebrate progress:** The FELA concludes with a celebration. This helps students, families, and teachers crystallize lasting habits. Teachers distribute educational incentives including school supplies, backpacks, and tablets during a capstone celebration.

#### (3) Overall scope and sequence

Springboard Collaborative provides all of our school partners with a comprehensive scope and sequence, including all scripted lesson plans for educators. <u>Click here to see a full scope and sequence that also includes links to sample lesson plans</u>. We have also included a copy of this document in this proposal packet.

(4) Sample lesson plans describing 180 minutes of daily instruction

The following links include a sample lesson and teacher lesson guide for Reading Readiness and Phonics, PR Level (Pre-Reading), Unit 2, Lesson 2. We have included the URLs below as well as attached the documents to this proposal packet.

- Link to sample lesson
- Teacher lesson guide
- Curriculum implementation guide

The following is a sample summer schedule for a Kindergarten class that includes 180 minutes of daily instruction:

- 8:00-8:30 Teacher Prep Time
- **8:30-8:45 Breakfast** Providing some breakfast, even if it's a granola bar, can set students up for success.
- **8:45-9:00 Daily Message** Allow 15 minutes to cultivate a positive classroom culture, make announcements, celebrate success, take attendance, etc. Provides instruction with an explicit focus on academic vocabulary development, social-emotional learning, and collaborative discussion; students learn from their own and others' stories.
- 9:00-9:30 Reading Readiness and Phonics or SIPPS curriculum Focus is highest first
  thing in the morning in most classrooms; prioritize intensive, interactive decoding
  instruction. Provides instruction with an explicit focus on phonemic awareness, letter
  formation, and articulation. Students strengthen early literacy skills through sound-letter
  connections. Phonics provides an explicit focus on orthographic mapping of sounds;
  students increase their ability to read more words with automaticity and accuracy.
- 9:30-10:00 Read Aloud This cozy, interactive read aloud is focused on additional
  comprehension instruction. Provides instruction with an explicit focus on interactive
  read alouds to provide opportunities for student discussion. Students read and learn
  from texts that are both complex per grade-level standards and align to a compelling
  topic that will help students build word and world knowledge.



- 10:00-10:30 Writing Students have been reading a lot; it's time to switch from input
  to output. It's their turn to become authors! Provides instruction with an explicit focus
  on the writing process for multiple genres. Students apply their thinking and learning
  from complex text through writing.
- 10:30-10:45 Recess
- 10:45-11:15 Shared Reading Build on Reading Readiness and Phonics instruction by
  providing students reinforcement of phonics skills through the rereading of texts (used
  during Reading Readiness and Phonics) to build fluency. Lessons are focused on
  improving children's fluency and comprehension skills, and can be a great time for
  teachers to address misconceptions they may have seen. Students build their
  automaticity, accuracy, and intonation skills.
- 11:15-11:30 Small Groups with Stations After coming back inside, use that high energy and channel it toward small group literacy instruction and student-led, independent stations and centers. A reteach or additional practice for "Reading Readiness and Phonics," for example, could be provided to small groups during this time.
- 11:30-12:00 Lunch/Recess
- 12:00-12:15 Small Groups with Stations After coming back inside, use that high energy and channel it toward small group literacy instruction and student-led, independent stations and centers. A reteach or additional practice for "Reading Readiness and Phonics," for example, could be provided to small groups during this time.
- **12:15-12:30 Dismissal** This may be the end of the day or activity, or time to transition to an afternoon enrichment program, depending on your site.

#### (5) List of curriculum (publishers/titles)

Springboard Collaborative provides proprietary curricula aligned to the California Common Core State Standards and the Science of Reading including: Reading Readiness and Phonics, Daily Message, Read Alouds, Shared Reading, Writing, and Small-Groups with Stations. We also support our partners in implementing their own chosen curricula, including SIPPS.

#### 4) Family Engagement

#### a) Family engagement plan

#### (1) training modules scope and sequence

Springboard's summer literacy programming is anchored on two core elements: 1) supporting students in reading on grade level in a joyful and engaging environment, and 2) supporting families to be involved in their students' reading journey through building powerful home-school partnerships. Family workshops are a critical component of both of these.

During family workshops, families learn and practice reading tips alongside their student. Each reading tip teaches adults how to read with their child purposefully and ask questions as they support their child to understand what they read, figure out new words, read more fluently, and engage with the reading process. These reading tips are bite-sized and actionable. Families use the reading tips in the workshop with support from the teacher and receive a tip sheet that



summarizes what they've learned. Families leave workshops motivated to increase at-home reading time and confident they can effectively help their struggling readers.

Family workshops are also a time for educators and families to check in about reading goals and student progress. Throughout the program, 45-60 minute family workshops become a crucial touch point for adults to form a literacy partnership. Educators need to know how students are using their reading skills at home, and families need to know the strategies they can use to double the literacy efforts of the classroom and catapult their child toward reading growth. These more formal "academic exchanges" have been shown to increase reading gains.

Family workshops support families regardless of their reading level or English language proficiency. The highly scaffolded teacher-facing materials help educators differentiate family workshops for the variety of experiences and expertises that families embody. Any caring adult or family member is welcome to attend family workshops with a student.

Springboard family workshops are different from literacy nights or a parent training event because they work as a cohesive series. We systematically build families' capacity as at-home reading coaches and promote confidence in their ability to advocate for their child. While each family workshop is different, the learning outcomes for families are the same: to learn and practice a reading tip directly tied to a reading skill and to internalize questions they can ask to support their child in developing four key reading skills.

Springboard family workshops benefit school communities in three ways:

- 1. Workshops increase reading time for students by training and equipping family members to be effective reading coaches, delivering one-on-one literacy support at home (where children spend 75% of their waking hours).
- 2. **Workshops strengthen academic partnerships** by giving educators and families a structure to check-in, one-on-one about each student's reading.
- 3. Workshops build a culture of family engagement by infusing your school community with an energetic, academic-focused activity that both educators and families love!

Family workshops generally last between 45-60 minutes and follow a four-part structure.

- 1. **Welcome**: To start off, the group shares and gets to know one another and the facilitator orients everyone toward the purpose of the family workshops.
- 2. **Reading tip**: Facilitators explain and model the reading tip, and provide guided practice. Showing families the reading tip in action, rather than just telling them about a reading strategy, is crucial to the success of a family workshop.
- 3. **Practice time**: Next, family members practice reading together using the reading tip. During this time, the facilitator is circulating to check in with families, providing feedback, or discussing the student's reading at home.



4. **Reflection**: In the final block of time, facilitators encourage group reflection and gather feedback from families.

High-quality family workshops begin with high-quality materials. We've created slide decks, workshop guides, reading tips sheets, and a feedback form to accompany each family workshop. All of our other family-facing materials are available in English, Spanish, Chinese, Haitian-Creole, Portuguese, Arabic, Vietnamese, and Amharic. A limited library of resources is also available in Urdu, Bengali, and Somali. In each workshop guide (and in the "Notes" feature of the slide deck), teachers can find specific ideas for differentiating the content of each workshop, including guidance for ELL families and for adapting the content for higher or lower grades and in a virtual context. In the end, however, we trust that partners know their families and students, and we encourage teachers to adapt the editable family workshops materials in a way that best serves their students.



## Program Accountability, Program Plans and Results, Staffing, Experience and Performance

### 1) Agency Capacity

#### a) Springboard's experience and capacity to work with multiple schools.

Springboard Collaborative has the experience and capacity to work with multiple schools in the district, up to 15 sites and 2500 students as needed. As highlighted above, Springboard has over 10 years of experience serving large-scale partners across the country, including serving roughly 1,500 students annually in Oakland over multiple years, and serving over 4,800 students across Los Angeles Unified in 2022. We are adept at scaling our programming to meet the needs of our partners.

#### b) Student/Staff recruitment and enrollment strategy

#### (1) Timeline for outreach

Springboard's school partners know which students and families would most benefit from our programming, often using existing literacy assessments to support identification. Families then decide whether to enroll in Springboard through their child's school. To support this recruitment effort, Springboard provides training and resources to schools on student and family recruitment. Sometimes this will include hiring a member of the school community to serve as each site's Enrollment Coordinator (EC). ECs ensure that targeted students and families receive the information they need to make an informed enrollment decision.

Springboard works alongside our school and district partners to recruit, hire, and train qualified teachers and seasonal staff who are already embedded within the school community. This builds capacity, as they can continue to leverage the skills and training they receive during Springboard programming long after the program ends. Springboard also provides recruitment materials and support, including providing draft teacher job descriptions aligned with the specific program being offered in the district, and hosting info sessions for school leaders to aid in teacher recruitment.

Below is a sample schedule that includes approximate planning dates for student and teacher recruitment, registration and professional development all prior to program implementation:

Milestone	Approximate Date(s)	Details
District planning meetings	March-April	<b>Planning:</b> we begin planning early to ensure strong alignment.
Principal planning meeting	Early April	<b>Recruitment &amp; Planning:</b> we engage school site leaders early to ensure strong outcomes.



Identify and register teachers	Mid-May	<b>Recruitment:</b> determine students/teachers are a goo				
Enroll students	By June 5	fit for Springboard, then recruit and register them.				
Professional development	Мау	<b>Training</b> : educators receive training on Springboard programming, literacy instruction, and family engagement.				
Programming	June 5 - July 7	Instruction: students receive daily literacy instruction.				

(2) Sample recruitment publications for staff, students, and families

The screenshot below is an example of our online student enrollment form that families can translate into different languages. We also offer paper enrollment forms if districts prefer.



Springboard also provides sample job descriptions for teachers, Program Leaders, and other seasonal staff to support hiring efforts. See below for sample language from a Program Leader job description:



#### Program Leader

#### Position purpose:

To lead the Springboard Summer program by coaching teachers, partnering with family members, and driving student reading growth. The Summer Program Leader is responsible for supporting instruction and ensuring that best practices are being implemented in the classroom.

#### Who we're looking for:

- A literacy expert with extensive PreK-3<sup>rd</sup> grade content knowledge.
- A problem solver who uses data and builds relationships to reach goals.
- A coachable leader with a desire to grow as a professional.
- A manager with exceptional communication, organization, and critical thinking skills.
- A believer in our collective opportunity to close the literacy achievement gap through hard work and meaningful collaboration with families.

#### Responsibilities:

#### Lead programming

- Set a positive, achievement-driven culture with a focus on student reading growth, family collaboration, and program fidelity.
- Communicate program expectations and results regularly with families, teachers, and the Springboard team.
- Coordinate pre-programming preparation including materials delivery, family orientation, team building huddles, class rostering, and student assessment.
- Collaborate with Springboard colleagues to proactively plan for success and to address challenges.
- Plan the end-of-program Learning Bonus Celebration.

#### Coach and manage Teachers

- · Support teachers to accomplish personal-professional goals.
- Lead weekly Professional Learning Community (PLC) meetings to prepare Teachers for family workshops and high-quality instruction.
- Observe instruction and review lesson plans and action plans, providing frequent feedback to Teachers.
- Conduct make-up PD for Teachers as needed.

#### Build partnerships with family members

This work is supported by Site Support at sites.

- · Support enrollment and team building huddles for 100% completion.
- Create a welcoming environment for families and scholars.
- Communicate program details and expectations to families.
- Conduct outreach for family workshops, follow-up with families who do not attend, and conduct make-up workshops as needed.



#### Utilize data to meet performance metrics

- · Review baseline and ending assessments for completeness and fidelity of administration.
- Participate in weekly solutions-oriented meetings to review data and address challenges:
   School-Wide Action Plan meetings, All-Staff meetings, 1:1 check-ins with support staff.
- Ensure every scholar receives a high-quality Student Action Plan.
- · Keep complete and timely data on all aspects of programming.
- Participate in mid-programming reflection and an end of programming debrief with your staff.

#### Additional responsibilities

- Assist Site Support staff in packing, distributing, and organizing program materials, as needed.
- Assist school administrators with identifying teachers, Site Support Staff and an Enrollment Coordinator.
- Communicate with school leaders during planning and assist in scheduling meetings with administrators.
- Respond to unforeseen needs and challenges.

#### How we measure success:

- Reading Progress: Are students meeting reading growth goals? Do students have action plans?
- Family Engagement: Did all families participate in a team building huddle? Are families attending our weekly workshops? Are families cultivating new reading habits?
- Program Enrollment and Attendance: Did the school reach its target enrollment? Are enrolled students attending regularly?
- Site Success: Are teachers achieving their growth goals? Is inventory organized and returned?

#### c) Year round schedule for wrap around services

(1) Any additional interventions your Organization offers in addition to Summer Learning. Springboard Collaborative also offers our literacy and family engagement program as an abridged afterschool offering. Our afterschool offering follows the same methodology and curriculum as our summer programming. We work with school and district partners to provide at least 90 minutes of direct instruction each week after school. Partners can decide the daily and weekly dosage aligned to their school schedule.

#### 2) Program Accountability

#### a) Key personnel



Teresa Arriaga - Executive Director - California

As an Executive Director, Teresa is charged with managing relationships with district partners, establishing new partnerships, ensuring partner satisfaction and program success, and fundraising to supplement district costs associated with program implementation from California to Colorado. Teresa was a Coro



Fellow in Public Affairs and holds a Masters degree in Public Administration. She has devoted her career to moving the needle on educational equity. Teresa spent nearly a decade at the University of California, Berkeley where she led the Early Academic Outreach Program, and has invested many years at grassroots youth development organizations in San Francisco. Prior to joining Springboard, Teresa focused on increasing school-family collaboration as the Executive Director of Parents for Public Schools of San Francisco.



Desiree Caliguiran Marks - Senior Director of Partner Success - California Desiree supports our Springboard team and district partners to design a program that best meets the needs of students, families, and educators. She began her career as a special education teacher in the Bronx (2008-11). Next, she transitioned into the nonprofit world, where she worked to design and implement programs that maximize out-of-school time for students and families. She has trained staff and led teams to strengthen academic

intervention, case management, STEM and literacy exposure, social-emotional learning, and family engagement. She earned her Bachelor's degree in Psychology from San Jose State University and her Master's degree in Urban Education from Mercy College.



#### Yareni Carrasco - Program Director

As a Program Director, Yareni works directly with our Springboard school and district partners in planning, implementing, and evaluating programming, including Oakland Unified, Alum Rock, and Los Angeles Unified. Yareni will support OUSD principals and Program Leaders with implementing programming and ensuring its success. Before joining the Springboard team full-time in 2020, Yareni worked seasonally to support Springboard

programming in the Bay Area, filling roles of Operations Lead, Site Leader, Operations Manager, and Program Manager. She has over 9 years of experience in youth development and community engagement experience.



#### Mariya Del Rio - Project Manager, Contracts

Mariya believes in the importance of equity vs. equality and that every student should have access to their own tailored needs, especially in education. Since graduating with a B.A. in Sociology, Mariya has spent her time in education in various capacities ranging from an After School Program Instructor to an Associate Dean. Working in urban communities and observing behavior trends, she made the connection that a contributing factor to

behavior is avoidance, often due to a lack of literary skills, which uplifts the appreciation for Springboard Collaborative's Mission.



**Thiago Lima -** *Director of Professional Development - California*As Springboard's Director of Professional Development, Thiago is responsible for creating differentiated professional development experiences for partners



that drive impact in student reading growth and family engagement. Thiago's career in education began as a middle school teacher in San Francisco and the greater Boston area. Most recently, he worked on Teach for America's program staff where he coached teachers and created professional development training on instructional strategies, curriculum, and DEI topics. Thiago holds a Bachelor's degree from Tufts University and a Master's degree in Curriculum and Teaching from Boston University.

#### 3) Data Sharing and Monitoring

#### a) How Springboard will utilize data to monitor the success of the program.

As mentioned above, Springboard measures the quality of our program's tutoring services using three key metrics: 1) student reading growth, 2) family member engagement, and 3) teacher development. Following each program, Springboard will share an impact report at the school and district level that shows growth and effectiveness aligned to our three key metrics. Springboard has a team of data and reading experts responsible for compiling, analyzing, and reporting on all of our program data to ensure data consistency and accuracy. Included below are sample metrics; however, we like to work alongside our partners to create specific metrics that align to their unique context and need.

- 1. **Student Reading Growth** Student reading growth is the primary metric through which we gauge impact. Schools assess using DIBELS at the beginning and end of programming to measure reading growth. Springboard provides a report that shows reading growth by grade. In some programs, we also track books read, minutes read, and reading goals.
- 2. **Family Engagement** Parents and families learn how to be effective home literacy coaches. We track weekly attendance at family workshops and use family participation as an indication of the value families saw in our program and as a predictor of impact. Families also participate in an end-of-program survey.
- 3. Teacher Development Teachers receive training on a variety of technical and strategic topics (e.g., how to differentiate instruction and improve communication with parents) and participate in weekly PLCs led by a Program Leader. We measure teacher professional growth through teacher surveys to gauge the value and efficacy of the program.

#### 4) Experience and Performance

#### a) Assessment reports showcasing track record of reading growth.

Springboard Collaborative has a long track record of driving reading growth of 2.9 months of growth and more with our partners across the country, including in OUSD. Please see the attached impact reports to highlight this success from summer 2022 from three of our Oakland school partners as measured by DIBELS 8th edition:

• Laurel Elementary: Kindergarten through 3rd grade students who were tested on Nonsense Word Fluency (NWF) reported an average reading achievement equivalent to 2.9 months of reading growth in decoding words based on alphabetic principle.



- Garfield Elementary: Kindergarten through 3rd grade students who were tested on Nonsense Word Fluency (NWF) reported an average reading achievement equivalent to 3.3 months of reading growth in decoding words based on alphabetic principle.
   Additionally, 4th grade students who were tested on Oral Reading Fluency (ORF) reported an average reading achievement equivalent to 5.4 months of reading growth in fluency of reading connected text.
- Lockwood Elementary: TK through 3rd grade students who were tested on Nonsense Word Fluency (NWF) reported an average reading achievement equivalent to 3.1 months of reading growth in decoding words based on alphabetic principle.

Additionally, our summer 2022 data shows that students who participated in our 5-week intensive programming averaged 3.2 months of reading growth as measured by DIBELS, which was more than 2x the expected growth. Springboard serves all Title 1 students and 96% of students who reported identify as students of color.

We have many additional examples of our success in achieving at least 2.9 months of growth as measured by DIBELS, including summer 2022 results from Los Angeles Unified that shows students who were tested on Oral Reading Fluency (ORF) achievement an average of 4 months of reading growth in fluency of reading connected text.

#### b) Attendance records at summer learning programs in the past 3 years.

In addition to our track record of strong reading growth, Springboard also consistently achieves student attendance rates of 85% or higher at our summer learning programs. The following OUSD sites from summer 2022 achieved this high average attendance:

- Laurel Elementary: Average instructional attendance was 85%
- Garfield Elementary: Average instructional attendance was 86%
- Lockwood Elementary: Average instructional attendance was 89%

Other examples from 2022 include: San Francisco USD's summer 2022 program averaged 87% student attendance and Fresno USD's summer 2022 program averaged 85% student attendance. In 2021, Springboard's summer program with Alum Rock averaged 86% student attendance and in 2020, Springboard's summer program with Oakland Unified was 79% (lower attendance rates attributable to the COVID-19 pandemic).



### **Ability To Deliver Proposed Solution And Reference**

#### **Company Profile**

#### **Springboard overview**

- Full company name: Springboard Collaborative
- Headquarters address: 1500 John F. Kennedy Blvd., Suite 1160, Philadelphia, PA 19102
- Website: www.springboardcollaborative.org
- Main point of contact for partnership: Teresa Arriaga, Executive Director, California
  - <u>t.arriaga@springboardcollaborative.org</u>; 415-218-0723
- RFP contact: Jocelyn Jessop, Director of Proposal Management and Special Projects
  - j.jessop@springboardcollaborative.org; 302-468-6255

#### **Springboard history**

Founded in Philadelphia in 2012, Springboard Collaborative has been serving students, families and educators for 10 years. Over those 10 years we have served more than 65,000 students across 20 states. We launched our first partnership in California with Oakland Unified in 2015. Since then, Springboard has built a strong presence in California through partnerships in Fresno and the Bay Area, as well as through a recent partnership with Los Angeles Unified, which allows us to reach thousands more students and families across the state. Springboard Collaborative is a national 501c3 nonprofit with 134 full-time employees.

Springboard Collaborative is primarily a remote organization, serving students, families, and educators across the country. However, we have ~10 staff members who live in California, including executive director Teresa Arriaga who is located in the Bay Area. The team assigned to support OUSD is predominantly local.

#### **Viability**

Springboard Collaborative maintains strong financial stability and viability as we continue to grow and serve more students across the country through a combination of fee-for-service revenue and philanthropy. Springboard's FY23-25 strategic plan calls for the organization to grow our impact from 20,000 to 200,000 students served annually over the next decade. To resource this ambitious plan, we've launched a \$30 million fundraising campaign that will support investments in 1) people capacity; 2) technology, program improvements, and innovation; and 3) program subsidies where most needed.

Springboard closed 2022 with our highest net income in organizational history (~\$8.5 million). This was primarily due to an extraordinary \$10 million gift from philanthropist MacKenzie Scott, which will be deployed for non-recurring investments that support our long-term goals of scalability and sustainability. In addition, Springboard continues to have successful financial audits year after year. Springboard Collaborative remains in compliance with financial best practice.



Submittal letter

RFP title: Summer Learning Literacy Intervention for Community Schools/Expanded Learning

RFP number: 22-137ExLO

Submittal due date: April 17, 2023

Respondent name: Springboard Collaborative

Respondent address and phone: 1500 John F. Kennedy Blvd., Suite 1160 - (415) 218-0723

Contact person & email: Teresa Arriaga, Executive Director Contact email: <a href="mailto:t.arriaga@springboardcollaborative.org">t.arriaga@springboardcollaborative.org</a>

To Whom It May Concern:

Springboard Collaborative is excited for the opportunity to provide high-quality literacy programs to students in grades TK-4 in Oakland Unified School District because of our deep history with the district and our shared values and alignment in driving student reading growth and combatting learning loss. Students become stronger readers by receiving rigorous literacy tutoring in a joyful and engaging environment. Our results reflect this:

In the summer of 2022, students who participated in our 5-week intensive programming averaged **3.2 months of reading growth, which was more than 2x the expected growth**. Springboard Collaborative has the experience and expertise necessary to deliver high-quality summer literacy programming to students across Oakland Unified School District.

Founded in 2012, Springboard Collaborative closes the literacy gap by closing the gap between home and school. We coach educators and family members to help kids learn to read by 4th grade. Our literacy tutoring programs are 4-6 week summer engagements that combine personalized instruction for students in grades TK-4, workshops that support parents in teaching reading at home, and professional development for teachers.

Springboard served over 21,000 students in 2022 alone, serving students and families across the country, including partnerships with Oakland, Fresno, Los Angeles, Alum Rock, and San Francisco. Springboard serves those most disproportionately impacted by academic achievement gaps—namely TK-4th grade students from low-income households who are behind in reading. We know these students face the greatest disparity in academic achievement and we are excited for the opportunity to support OUSD students in reading on grade level by 4th grade. This proposal is valid for a 90-day period. The staff proposed will be immediately available to work if we are awarded the contract.

Sincerely,

Andrew Karas, Assistant Vice President of Regional Partnerships

ndras Karas



#### **Professional Qualifications**

Springboard's qualifications and capacity to provide the services requested in this RFP.

As referenced above, Springboard Collaborative has over 10 years of experience providing high-quality summer literacy programs to districts across the country, including Oakland Unified School District. We have documented reading growth from participating students based on the DIBELS assessment, including results from our summer 2022 program that showed a national average of 3.2 months of reading growth. Springboard provides curricula aligned with the California Common Core State Standards and the Science of Reading and engage families before, during, and after programming to ensure they are an active participant in their student's reading journey. Please see the *Scope of Services* section above for additional details related to our extensive track record of driving student reading growth.

#### **Experience supporting English Language Learners**

All teachers, students, and families are given access to Reading A-Z and RAZ-Kids respectively, online resources that provide adults and children with Spanish translated leveled books and other materials. During trainings, we discuss implications for instruction for ELLs and how to leverage individualized student action plans (that can be printed in English and Spanish) for this population.

Finally, while we provide books in English to support the literacy instruction that children receive in our curriculum, all of our other family-facing materials are available in English, Spanish, Chinese, Haitian-Creole, Portuguese, Arabic, Vietnamese, and Amharic. A limited library of resources is also available in Urdu, Bengali and Somali. Our optional literacy app is available in English and Spanish. In addition to being offered in multiple languages, our materials are culturally relevant (including book selection that reflects the diversity of the population we serve).

Springboard lessons are comprehensive and interconnected, ensuring repeated exposure to texts, academic language, and opportunities for students to repeatedly read texts. Lessons include step-by-step explanations of practice and tasks and include "tips" or "teacher notes" to the teachers to improve comprehensible input for all learners.

Text sets include engaging content that will draw on the background knowledge of most students; text sets are incorporated during instructional components such as Read Aloud and Writing Time with targeted activities and direct, explicit language instruction on academic vocabulary. Direct and ongoing instruction on academic vocabulary, and opportunities for students to engage with and talk about content-specific texts experientially with their peers.

Stations and Centers activities incorporate speaking and listening activities to encourage students to further develop these skills; these activities include, for example, students working with one another on reading aloud a book or their writing to one another.



#### References

The following references are also outlined in Exhibit C ("References") attached to this proposal.

### 1. San Francisco Unified School District

750 25th Avenue, SF, CA, 94121 Dr. Teresa Shipp - *Director, College & Career Readiness* shippt@sfusd.edu; 415-846-9582

• Summary of service: summer and afterschool literacy and family engagement programs

#### 2. Los Angeles Unified School District

333 South Beaudry Avenue, Los Angeles, CA 90017 Carlen Powell - *Administrator, Elementary Instruction* carlen.powell@lausd.net; (213) 241-5333

• Summary of service: summer and afterschool literacy and family engagement programs

#### 3. Fresno Unified School District

2309 Tulare Street, Fresno, California 93721 Tonisha Hargrove, *Executive Officer - Chief Academic Office* tonisha.hargrove@fresnounified.org; (559) 457-6111

• Summary of service: summer and afterschool literacy and family engagement programs



#### **Annual Cost To The District**

Springboard Collaborative is a 501c3 nonprofit and we subsidize the full cost of our services through regional and national philanthropy. The below prices are roughly \$225 per student less than the full cost of our services. We know that district budgets are tight and we are committed to providing high-quality summer literacy programs to our partners at a competitive price. Our prices reflect that commitment. These prices include all materials, supplies, and labor needed to execute the service with the exception of teacher compensation. Each component of our partnership is explained in more detail below the tables. We have included two tables:

- The first table outlines how we traditionally price: per site and per student.
- The second table breaks down the total per student price (for 2,500 students at 15 sites) by category as requested in the RFP.

Springboard Collaborative Pricing							
Category	#	Subtotal					
Site Support and Set-up	\$6,600 per site (based on sliding scale discount) <sup>1</sup>	15 sites	\$99,000				
Seasonal Staffing	\$0 - \$30,000 per site (depending on district need)	15 sites	\$0 - \$450,000				
Student Bundle  Literacy Curriculum Family Partnership and Workshop Resources Educator Data Portal and Impact Reporting	\$600 per student	2,500 students	\$1,500,000				
Tota	\$1,599,000 - \$2,049,000						
Total price per studen	Total price per student (for 2,500 students)						

<sup>&</sup>lt;sup>1</sup> Springboard Collaborative offers a discount scale depending on the number of sites served. (\$12,000 for 1-4 sites; \$10,200 for 5-8 sites; \$8,400 for 9-12 sites; \$6,600 for 13-16 sites, and \$4,800 for 17 or more sites)



Total Price Per Student by Category							
Category	Price per student						
Staff Development	\$99,000	\$39.60					
Program Management	\$0 - \$450,000	\$0 - \$180					
Curriculum/books	\$1,125,000	\$450					
Communications	\$125,000	\$50					
Technology/data Systems	\$250,000	\$100					
Total Price Per Studer	\$639.60 - \$819.60						

#### **Site Support and Set-up**

- **Planning** On-demand planning and implementation support by full-time Springboard staff members.
- Professional learning and coaching 16 hours of professional learning and coaching for teachers and Program Leaders, including on-demand web-based training, weekly PLCs and coaching sessions, and day-long staff training for the Program Leader and site support staff.
- **Enrollment Support** Stipend for an Enrollment Coordinator who recruits and enrolls students. Springboard provides training, support, and media resources (e.g. flyers).

#### **Seasonal Staffing**

 Depending on the needs of the district, Springboard can hire, train, and pay seasonal staff, including Program Leaders, Enrollment Coordinators, and other site or city-based roles including Cluster Leaders. Specific positions hired by Springboard are discussed and finalized prior to each program engagement, explaining the variable cost for seasonal staff.

#### **Literacy Curriculum**

- Reading readiness & phonics 30-min foundational reading lessons with teacher scripts.
- Reading lessons Additional reading lessons for TK-4 small group instruction, including curricula for Daily Message, Read Alouds, Shared Reading, Writing, and Small-Groups with Stations.
- **Books** Classroom read-aloud books tailored to Springboard lessons, and loaned libraries for each site, including ~1,000 fiction and non-fiction books.
- **Printed materials** Printed family workshop curriculum, teacher workbooks.

#### **Family Partnership and Workshop Resources**

- Curriculum Curriculum for 5 family workshops and guides for family-educator huddles
- E-books Subscriptions to Raz Plus digital library for teachers and students.



- **Incentives** Student participation incentives including books, school supplies, and tablets.
- Family book set Each family receives 5-7 books to read at home.
- **T-shirts** *(optional)* Springboard t-shirts for each student, one family member, teachers, and staff.
- Other resources Family workshop flyers and reminder wristbands

#### **Educator Data Portal and Impact Reporting**

- Data portal Teachers to track student and family attendance and student goals.
- Impact report Report that analyzes student data at each site with a debrief.

# Exhibit A: Acknowledgement of Reading and Understanding OUSD's Contracts

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 selected you will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before work can begin.

To view click here: <u>SERVICES AGREEMENT</u> & <u>DATA SHARING AGREEMENT</u>

Signature

Andrew Karas

**Print Name** 

Assistant Vice President of Regional Partnerships

Andrew Karas

Title

Date

## Exhibit B: Standard Response Form

#### GENERAL INFORMATION A.

Spr	ingboard Collaborative, 1	500 John F. Kennedy Blv	d., Suite 1160, Philadelphia, PA 19102					
Ter	esa Arriaga, Executive Di	rector						
2.	Tel: 415-218-0723	www.springboardco	t arriada/mentindhoatdcollabolative.olu					
3. Is the Company a Certified Oakland Small Business? Yes No								
4.	Type of Company: (check one)							
	Individual Partnership Corporation							
5.	Names and titles of all principals/officers/partners of the company:							
	Name, Title	Location	Phone Number					
	Alejandro Gibes de Gac CEO and Founder	Alameda, CA	908-902-7833					
	Sanjeev Midha, President	Philadelphia, PA	847-800-7422					

Phone Number

415-218-0723

#### В. LEGAL INFORMATION

Teresa Arriaga, Executive Director

Name, Title

Point of Contact if Contract is Awarded:

Location

San Francisco, CA

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes

	n/a
2.	Has your company ever had a contract terminated for convenience or default in the prior five years?  Yes  No
	If yes, provide details including the name of the other party:
3.	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?  Yes  No
	If yes, provide details:
4.	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?

## **Exhibit C:** References

To be submitted for each of the three (3) references required.

Reference 1:

Customer Name: San Francisco Unified School District

Contact Name: Dr. Teresa Shipp

Title: Director, College & Career Readiness

Address: 750 25th Avenue, SF, CA, 94121

Phone Number: 415-846-9582

Email: shippt@sfusd.edu

Services Provided: summer and afterschool literacy and family engagement programs

\_\_\_\_\_

Reference 2:

Customer Name: Los Angeles Unified School District

Contact Name: Carlen Powell

Title: Administrator, Elementary Instruction

333 South Beaudry Avenue, Los Angeles, CA 90017 Address:

Phone Number: (213) 241-5333

Email: carlen.powell@lausd.net

Services Provided: summer and afterschool literacy and family engagement programs

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

Reference 3:

Customer Name: Fresno Unified School District

Contact Name: Tonisha Hargrove

Title: Executive Officer - Chief Academic Office

Address: 2309 Tulare Street, Fresno, California 93721

Phone Number: (559) 457-6111

Email: tonisha.hargrove@fresnounified.org

Services Provided: summer and afterschool literacy and family engagement programs

### **Exhibit D:** Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – 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 Attachment 1 – 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 like compliance by all its subcontractors. Bidder 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 RFP, 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 been furnished an RFP 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 RFP 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 RFP and addenda thereto, and all related materials and data referenced in the RFP 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. <u>Bidder Agreement</u> In compliance with this RFP, 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. <u>Bid Signee</u> 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. <u>Bidders' Understanding</u> 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. <u>Intent of Specifications</u> 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. <u>Extra Work</u> 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. <u>Defense</u>, <u>Indemnity & Hold Harmless</u> - 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. <u>Disposition of Proposals</u> All materials submitted in response to this RFP 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. <u>Terms of the Offer</u> 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. <u>Awards</u> 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. <u>District's Alternative Providers</u> 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 RFP.
- 13. <u>Bidder Agreement to Terms and Conditions</u> 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. <u>Laws Governing Contract</u> 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. <u>Notices</u> 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. <u>Changes to the Agreement</u> 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.

- Nomenclatures The terms Successful Bidders, Suppliers, Vendors, 17. 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 RFP and Request For Proposals 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.
- Severability If any provisions, or portions of any provisions, of the contract 19. are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- Assignment The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
- No Rights in Third Parties The Agreement entered into with the District 21. does not create any rights in or inure to the benefit of any third party.
- 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 hereto as Exhibit E Andrew Karas H/13/23

Date:

# Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither Springboard Collaborativenor
[Name of Bidder] 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 13th day of April [PLACEHOLDER
FOR DATE] for the purposes of submission of this bid.
By tharas faras
(Signature)
Andrew Karas
Typed or Printed Name
Assistant Vice President of Regional Partnerships
Title
As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of theday
of
Ву
(Signature)
Typed or Printed Name
Title
Title

### **Exhibit F: Insurance**

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. 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 CONTRACTOR. The policy shall protect CONTRACTOR 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.

Springboard Collaborative confirms that we can meet the outlined insurance requirements at the time of contracting. Attached are samples of past COIs that will be adjusted to meet OUSD's specifications.

Client#: 1781636 150SPRINCOL

#### ACORD...

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2023

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

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

and definition does not define unly rights to the definition holder in new or such endorsement(s).							
PRODUCER	CONTACT Patricia Sadler, CISR						
McGriff Insurance Services	PHONE (A/C, No, Ext): 610 279-8550 FAX (A/C, No)	<sub>):</sub> 6102798543					
150 South Warner Rd Ste 460	E-MAIL ADDRESS: psadler@mcgriff.com						
King Of Prussia, PA 19406-2639	INSURER(S) AFFORDING COVERAGE	NAIC #					
	INSURER A: Philadelphia Indemnity Insurance Co.						
INSURED	INSURER B:						
Springboard Collaborative	INSURER C:						
1500 John F Kennedy Blvd	INSURER D:						
Ste 1160	INSURER E:						
Philadelphia, PA 19102-1729	INSURER F:						

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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

	TYPE OF INSURANCE				POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Χ	COMMERCIAL GENERAL LIABIL	ITY			PHPK2504566	01/01/2023	01/01/2024	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCC	UR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
GEN		ER:						GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- LC	С						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							ABUSE	\$2,000,000
AUT	OMOBILE LIABILITY				PHPK2364967	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO							BODILY INJURY (Per person)	\$
	OWNED SCHEDU AUTOS	LED						BODILY INJURY (Per accident)	\$
X	HIRED AUTOS ONLY X NON-OW AUTOS O	NED ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Χ	UMBRELLA LIAB X OCC	UR			PHUB846802	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
	EXCESS LIAB CLAI	MS-MADE						AGGREGATE	\$2,000,000
	DED X RETENTION \$1000	00							\$
								PER OTH- STATUTE ER	
ANY	PROPRIETOR/PARTNER/EXECUT	IVE	NI / A					E.L. EACH ACCIDENT	\$
(Mar	ndatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$
		,						E.L. DISEASE - POLICY LIMIT	\$
	AUT  X  WOF ANY OFFI (Mar	CLAIMS-MADE X OCC  GEN'L AGGREGATE LIMIT APPLIES PI POLICY PRODUCY JECT LC OTHER:  ANY AUTO OWNED AUTOS ONLY AUTOS X HIRED AUTOS ONLY X AUTOS X UMBRELLA LIAB X OCC EXCESS LIAB CLAI DED X RETENTION \$1000 WORKERS COMPENSATION ANY PROPRIETOR/PARTNER/EXECUT OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PROPERS ONLY AUTOS ONLY  X UMBRELLA LIAB  EXCESS LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$10000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  (Mandatory in NH)	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRO- POLICY JECT LOC OTHER:  ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X EXCESS LIAB DED X RETENTION \$10000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  N/A (Mandatory in NH) If yes, describe under	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PROPOLICY JECT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY AUTOS ONLY  X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$10000  WORKERS COMPENSATION AND PROPOLICY Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRODUCY JECT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY  X HIRED AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$10000  WORKERS COMPENSATION ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH) I VS. describe under	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRODUCY JECT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X HIRED EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$10000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	TYPE OF INSURANCE  INSR WVD  POLICY NUMBER  (MM/DD/YYYY) (MM/DD/YYYY)  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE  X OCCUR  PHPK2504566  01/01/2023  01/01/2024  PHPK2504566  01/01/2023  01/01/2024  PHPK2504566  01/01/2023  01/01/2024  PHPK2364967  01/01/2023  01/01/2024  PHPK2364967  01/01/2023  01/01/2024  ANY AUTO  OWNED AUTOS ONLY  AUTOS ONLY  X HIRED AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB  CLAIMS-MADE  DED X RETENTION \$10000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTINER/EXECUTIVE (Mandatory in NH) If yes, describe under	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  CEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PROJECT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY  X NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$10000  WORKERS COMPENSATION  WORKERS COMPENSATION  NAM EMPLOYERS' LIABILITY  NAN PROPRIETOR/PARTHER/EXECUTIVE (Mandatory in NH)  Itys, describe under  PHPK2504566  01/01/2023  01/01/2024  EACH OCCURRENCE  PAMAGE TO RENTED  PERSONAL & ACH OCCURRENCE  ABUSE  COMPINION SINGLE LIMIT  (EL. DISEASE - EA EMPLOYEE)  PHPK2364967  01/01/2023  01/01/2024  EACH OCCURRENCE  ABUSE  COMPINION SINGLE LIMIT  (Ea accident)  POPERTY DAMAGE  (Per accident)  PRODUCTS - COMPONENTION  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPRETY DAMAGE  (Per accident)  PER OTH- STATLITE  EL. EACH ACCIDENT  EL. DISEASE - EA EMPLOYEE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of Vermont and its agencies, departments, officers and employees are additional insured on the general liability policy if required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Vermont Agency of Education 1 National Life Drive, Davis 5 Montpelier, VT 05620-2501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
• ,	AUTHORIZED REPRESENTATIVE
	Felig A. Kartoglin IV

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2022

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

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

8	tatement on this certificate does no	t con	ier ilč	gnts to the certificate noi	uer in i	ieu oi such e	nuorsement	s).		
PRODUCER Aon Risk Services, Inc of Florida						CONTACT NAME: Aon Risk Services, Inc of Florida				
1001 Brickell Bay Drive, Suite #1100					PHONE (A/C, No, Ext): 800-743-8130 (A/C, No, Ext): 800-522-7514					
Miami, FL 33131-4937					EMAIL				_ 1017	
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<u> </u>	adelphia, PA 19102		EDT	IEIOATE NUMBER	INSURI	ER F:		DEVIOLON NUMBER		
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	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence) \$		
								MED EXP (Any one person) \$		
								PERSONAL & ADV INJURY \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$		
	POLICY PROJECT LOC							PRODUCTS - COMP/OP AGG \$		
	OTHER							\$ COMBINED SINGLE LIMIT		
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	ANY AUTO	Į						BODILY INJURY (Per person) \$		
	OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per accident) \$		
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	OFFICER/MEMBER EXCLUDED?	N/A	х					E.L. EACH ACCIDENT \$		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$		
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	2,000,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VE	HICLES	(ACO	RD 101, Additional Remarks Sch	edule, ma	y be attached if n	nore space is req	uired)		
All ۱	orksite employees working for SPRINGBOARD Conate employer under this policy.	OLLABO	DRATIV	E, paid under ADP TOTALSOURC	E, INC.'s p	payroll, are covered	d under the above	stated policy. SPRINGBOARD COL	_ABORATIVE is an	
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	ngboard Collaborative Penn Center, Ste. 1160							OF, NOTICE WILL BE DE		
150	) John F Kennedy Blvd.					DANCE WITH 1		· ·		
Phil	adelphia, PA 19102									
		Α	UTHORIZ	ED REPRESENTA	ATIVE					

WC 42 03 04 B (Ed. 06-2014)

#### Texas Waiver of Our Right to Recover From Others Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

#### Schedule

1. (x) Specific Waiver

Springboard Collaborative Two Penn Center, Ste. 1160 1500 John F Kennedy Blvd. Philadelphia, PA 19102

( ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium: N/A

The premium charge for this endorsement shall be – percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: N/A

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/24/2022 Policy No. WC 038361553 Endorsement No. N/A Premium N/A

Insured: ADP TotalSource FL XVI, Inc. (PEO Company)

10200 Sunset Drive Miami, FL 33173

Springboard Collaborative (Client of PEO Company)
Two Penn Center Ste 1160 1500 John F Kennedy Blvd

Philadelphia, PA 19102

Insurance Company: New Hampshire Ins Co

Countersigned by

WC 42 03 04 B

(Ed. 06-2014)

## Exhibit G: Workers Compensation Certificate

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.

Contractor Name:	Springboard Collaborative
Bv	Andrew Karas
Signature of Author	rized Signer Andrew Aras sistant Vice President of Regional Partnerships
Title of Signor Ass	sistant Vice President of Regional Partnerships
By	Andrew Karas
Signature of Author	aras
Signature of Author	ized Signor
Assistant Vice F	President of Regional Partnerships
Title of Signor	

(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/Criminal Background Investigation

#### TO BE SUBMITTED WITH BID

## 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).)

Assistant Vice President of F	Regional Partnerships		
I, as	[insert "owner" or officer	r title] of <u>Springboard Colla</u>	borative
Finsert name of busines	ss entity] , have read the for	regoing and agree that	Springboard Collaborative
ſinsert	t name of business entity] wi	Il comply with the requi	rements of Education
Code §45125.1 as appl	icable, including submission	of the certificate mentic	ned above.
Dated: 4 13 23			
Name: Andrew Karas	1	1224	
Signature:	Andrew +	are -	
- Assistant Vice Presider	nt of Regional Partnerships		

#### Exhibit I: Non-Collusion Declaration

I, Andrew Karas , 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.

4/13/23	
Date	
Springboard Collaborative	
Name of Vendor	
Andrew Karas	
Printed Name of Authorized Company	ny Representative

#### **Exhibit J: Authorized Vendor Signature**

#### **Prime 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.

4/13/23 Date	Signature/Title	Type or Print Name
Springboard Collaborative	1500 John F. Kennedy Blvd., Suite 1160	Philadelphia, PA
Name of Company	Address	City and State
415-218-0723		n/a
Area Code	Telephone #	Fax #

Federal Tax ID Number



# Impact report

**Laurel Elementary** 

**Summer 2022** 



# **Family-Educator Learning Accelerator**



Springboard Collaborative's core methodology is the Family-Educator Learning Accelerator (FELA). A FELA is a 5-10-week learning accelerator during which teachers and families team up to help students reach reading goals. This summer, Springboard Collaborative partnered with Laurel Elementary to accelerate student learning–especially after the disruption caused by the COVID-19 pandemic–while also building the capacity of Laurel Elementary to sustain these high-quality family-educator partnerships.



# **Springboard Definitions**



**Attendance Minimum** - All metrics and charts throughout this report include all students that met the attendance minimum (25% days of programming attended or more) and did not withdraw from the program except where otherwise noted. Students see the greatest gains when they attend at least 25% of programming days.

**Outliers/Excluded Data** – All assessment charts includes students that met the attendance minimum (25% days of programming attended or more and did not withdraw from the program) AND had both beginning and ending assessment results. Students who demonstrated extreme growth or regression were excluded from the sample as outliers. Students may have been excluded because they took different beginning and ending DIBELs subtests.

**Expected Growth -** Through collaboration with DIBELS provider Amplify, we are able to convert DIBELS raw score change to months of reading growth by subtest. Each DIBELS subtest is designed to assess a specific component skill involved in reading, so the months growth results need to be disaggregated by subtest.

**Proficiency** – The level of support expected for a student to be reading on grade level. Reading progress is monitored using change in the following 4 DIBELS proficiency bands: needs intensive support - needs strategic support - general curriculum is sufficient - needs instruction on more advanced skills.

# **Build your team**



Before programming began, teachers participated in professional development to learn the Family Educator Learning Accelerator Framework. Teachers learned how to utilize family engagement strategies, conduct successful family workshops, and collect data using literacy assessments. After professional development, teachers, families, and students participated in a Team-Building Huddle to build a foundation of trust and a strong working relationship.

Families participated in team-building huddle

"Small group instruction really makes a difference!"

-Mrs. Tamara, Springboard teacher



# Find your starting point



At the start of programming, teachers built partnerships with families and assessed students to set reading goals that guided targeted small group instruction for students. Leaders were also equipped by Springboard's internal team to coach teachers through Professional Learning Communities on content varying from data-driven instruction to hosting family workshops.

### **Snapshot of Laurel Elementary**

Race/Ethnicity

**17%** Asian **2%** White

**43%** Black **10%** Multiracial / other

**27%** Hispanic **2%** Unreported

ТК	Kindergarten	1 <sup>st</sup> grade	2 <sup>nd</sup> grade	3 <sup>rd</sup> grade	4 <sup>th</sup> grade +	Unreported
0%	24%	28%	20%	14%	14%	0%



"I have learned how to sound out words which has helps me to read!"

-Amber, Springboard student

### Practice, practice, practice



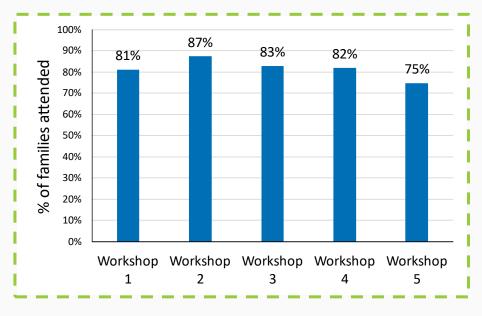
Laurel Elementary hosted workshops that helped adult family members read with their child purposefully and ask questions as they support their child to understand what they read, figure out new words, read more fluently, and engage with the reading process. Students practiced reading on their own, with a family member at home and at family workshops, and with their teachers through small group instruction.

### Snapshot of Laurel Elementary's attendance

153 Students attended at least 1 day127 Students met attendance minimum85% Average instructional attendance

**82**% Average family workshop attendance **97**% Families attended at least 1 workshop

#### Average family workshop attendance



"I appreciate the reading tips and reading with my child every week has been a very special experience."

-Ivone, Springboard parent

### Students grew as readers



Teachers measured students' reading progress using the DIBELS reading assessment at the beginning and end of programming to inform instruction and measure growth in reading fluency.

**71%** 

Percent students met their assessment growth goal

64%

Percent students met and exceeded their assessment growth goal Kindergarten through 3rd grade students who were tested on **Nonsense Word Fluency (NWF)** reported an average reading achievement
equivalent to **2.9 months of reading growth** in **decoding words based on alphabetic principle.** 

Methodology notes: 1) DIBELS recommends assessing students based on functional reading levels which are not always the same as students' chronological grade levels. Hence, to accurately track reading growth for students reading on different levels, the following charts grouped raw growth analysis by each chronological grade level and within each grade level, growth achieved by students who were tested on various functional levels and DIBELS subtest was specified and compared with expected growth at the end of programming provided by DIBELS.

- 2) Under advisement from DIBELS provider Amplify, Springboard converts DIBELS raw score change to months of reading growth by subtest. Each DIBELS subtest is designed to assess a specific component skill involved in reading, so the month growth results need to be disaggregated by subtest.
- 3) Month growth conversion is only applicable to students who were tested on grade level.

### Students grew as readers

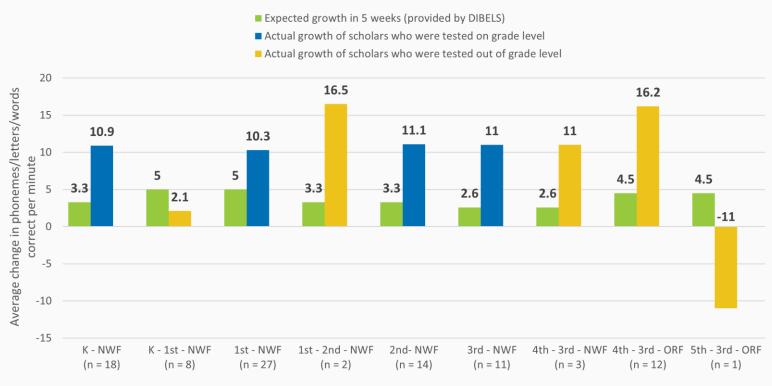


#### Average DIBELS raw growth by grade level (n = 104)

#### The blue bar

represents growth achieved by students who were tested on their chronological grade level.

18 kindergarten students were tested on grade level (K-NWF) and on average they read 10.9 more letter sounds correct per minutes at the end of programming.



### The yellow bar

represents growth achieved by students who were tested out of their chronological grade level.

2 first graders were given 2nd-NWF test, and on average they read 16.5 more letter sounds correct per minute at the end of programming.

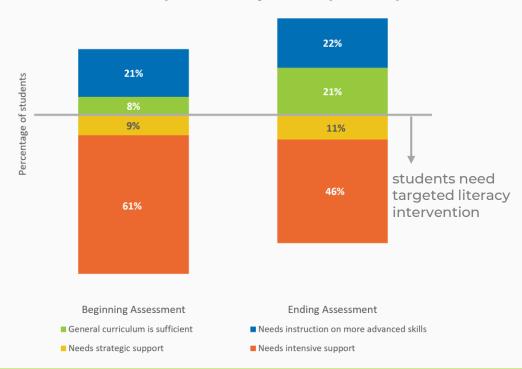
Grade level - (DIBELS level students were tested on) - DIBELS subtest

## Celebrate your achievements

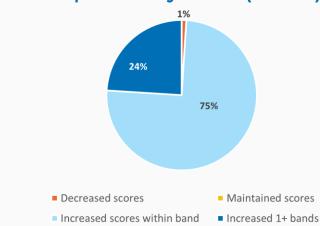


Using the same formal reading assessment at the beginning and end of programming, teachers were also able to measure changes in students' reading proficiency. Reading proficiency gauges the level of support required by the student.

#### Change in percentage of students in each DIBELS proficiency band (n = 106)



#### Percentage of students change their DIBELS proficiency bands (n = 106)



#### Personalized learning resources shared with families



153 Raz-Kids e-book licenses



127 book packs



57 backpacks & school supplies





# Impact report

**Garfield Elementary** 

Summer 2022



# **Family-Educator Learning Accelerator**



Springboard Collaborative's core methodology is the Family-Educator Learning Accelerator (FELA). A FELA is a 5-10-week learning accelerator during which teachers and families team up to help students reach reading goals. This summer, Springboard Collaborative partnered with Garfield Elementary to accelerate student learning–especially after the disruption caused by the COVID-19 pandemic–while also building the capacity of Garfield Elementary to sustain these high-quality family-educator partnerships.



### **Springboard Definitions**



**Attendance Minimum** - All metrics and charts throughout this report include all students that met the attendance minimum (25% days of programming attended or more) and did not withdraw from the program except where otherwise noted. Students see the greatest gains when they attend at least 25% of programming days.

**Outliers/Excluded Data** – All assessment charts includes students that met the attendance minimum (25% days of programming attended or more and did not withdraw from the program) AND had both beginning and ending assessment results. Students who demonstrated extreme growth or regression were excluded from the sample as outliers. Students may have been excluded because they took different beginning and ending DIBELs subtests.

**Expected Growth -** Through collaboration with DIBELS provider Amplify, we are able to convert DIBELS raw score change to months of reading growth by subtest. Each DIBELS subtest is designed to assess a specific component skill involved in reading, so the months growth results need to be disaggregated by subtest.

**Proficiency** – The level of support expected for a student to be reading on grade level. Reading progress is monitored using change in the following 4 DIBELS proficiency bands: needs intensive support - needs strategic support - general curriculum is sufficient - needs instruction on more advanced skills.

2

# **Build your team**



Before programming began, teachers participated in professional development to learn the Family Educator Learning Accelerator Framework. Teachers learned how to utilize family engagement strategies, conduct successful family workshops, and collect data using literacy assessments. After professional development, teachers, families, and students participated in a Team-Building Huddle to build a foundation of trust and a strong working relationship.

Families participated in team-building huddle

"My favorite component of Springboard ha been the reading resource catalog on Slinky. The lessons are paced well, and there are engaging discussions and read aloud with step-by-step instructions for all lesson plans. Additionally, I loved the family engagement element to Springboard. I think families who took advantage of the program ended up learning a lot about their students at home."



# Find your starting point



At the start of programming, teachers built partnerships with families and assessed students to set reading goals that guided targeted small group instruction for students. Leaders were also equipped by Springboard's internal team to coach teachers through Professional Learning Communities on content varying from data-driven instruction to hosting family workshops.

### **Snapshot of Garfield Elementary**

Race/Ethnicity

23% Asian 1% White

**22%** Black **13%** Multiracial / other

**41%** Hispanic **0%** Unreported

TK	Kindergarten	1 <sup>st</sup> grade	2 <sup>nd</sup> grade	3 <sup>rd</sup> grade	4 <sup>th</sup> grade +	Unreported
0%	20%	19%	23%	15%	23%	0%



"Summer school was good. You get to learn new things like reading and writing."

-Angel, Springboard student

### Practice, practice, practice



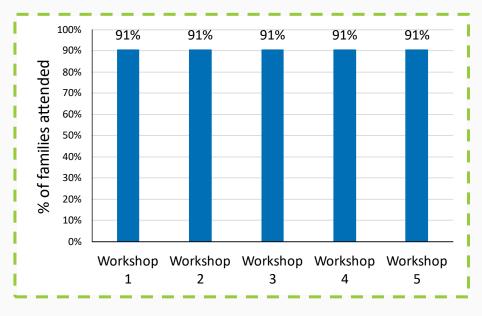
Garfield Elementary hosted workshops that helped adult family members read with their child purposefully and ask questions as they support their child to understand what they read, figure out new words, read more fluently, and engage with the reading process. Students practiced reading on their own, with a family member at home and at family workshops, and with their teachers through small group instruction.

### Snapshot of Garfield Elementary's attendance

163 Students attended at least 1 day129 Students met attendance minimum86% Average instructional attendance

**91**% Average family workshop attendance **91**% Families attended at least 1 workshop

#### Average family workshop attendance



"The program been a great opportunity to have more understanding in reading and to better understand what reading means to them. Working with my niece using the strategies at home as been really helpful.""

-Maria, Springboard family member

### Students grew as readers



Teachers measured students' reading progress using the DIBELS reading assessment at the beginning and end of programming to inform instruction and measure growth in reading fluency.

84%

Percent students met their assessment growth goal

74%

Percent students met and exceeded their assessment growth goal Kindergarten through 3rd grade students who were tested on **Nonsense Word Fluency (NWF)** reported an average reading achievement
equivalent to **3.3 months of reading growth** in **decoding words based on alphabetic principle.** 

4th grade students who were tested on **Oral Reading Fluency (ORF)** reported an average reading achievement equivalent to **5.4 months of reading growth** in **fluency of reading connected text**.

Methodology notes: 1) DIBELS recommends assessing students based on functional reading levels which are not always the same as students' chronological grade levels. Hence, to accurately track reading growth for students reading on different levels, the following charts grouped raw growth analysis by each chronological grade level and within each grade level, growth achieved by students who were tested on various functional levels and DIBELS subtest was specified and compared with expected growth at the end of programming provided by DIBELS.

2) Under advisement from DIBELS provider Amplify, Springboard converts DIBELS raw score change to months of reading growth by subtest. Each DIBELS subtest is designed to assess a specific component skill involved in reading, so the month growth results need to be disaggregated by subtest.

### Students grew as readers

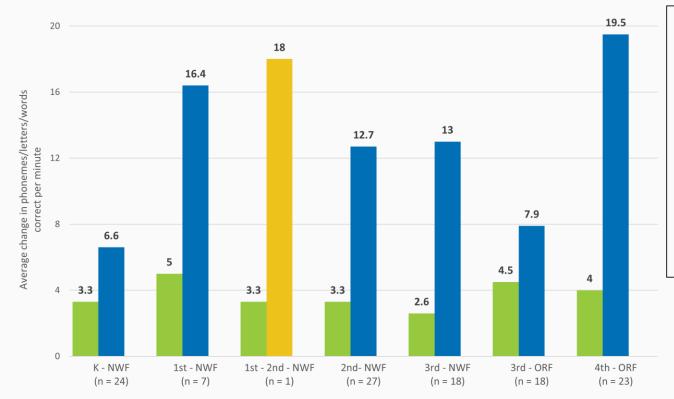


#### Average DIBELS raw growth by grade level(n = 120)

- Expected growth in 5 weeks (provided by DIBELS)
- Actual growth of scholars who were tested on grade level
- Actual growth of scholars who were tested out of grade level

The blue bar represents growth achieved by students who were tested on their chronological grade level.

24 kindergarten students were tested on grade level (K - NWF) and on average they read 6.6 more letter sounds correct per minutes at the end of programming.



The yellow bar represents growth achieved by students who were tested out of their chronological grade level.

I first grade student was given 2nd-NWF test, and on average they read 18 more letter sounds correct per minute at the end of programming.

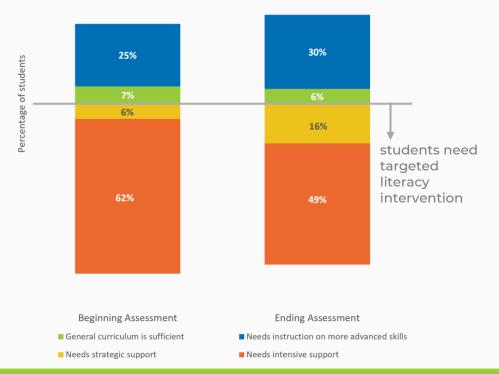
Grade level - (DIBELS level students were tested on) - DIBELS subtest

### Celebrate your achievements

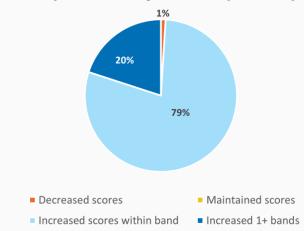


Using the same formal reading assessment at the beginning and end of programming, teachers were also able to measure changes in students' reading proficiency. Reading proficiency gauges the level of support required by the student.

#### Change in percentage of students in each DIBELS proficiency band (n = 122)



#### Percentage of students change their DIBELS proficiency bands (n = 122)



#### Personalized learning resources shared with families



163 Raz-Kids e-book licenses



129 book packs



97 backpacks & school supplies **87** tablets





# Impact report

Lockwood

Summer 2022



# **Family-Educator Learning Accelerator**



Springboard Collaborative's core methodology is the Family-Educator Learning Accelerator (FELA). A FELA is a 5-10-week learning accelerator during which teachers and families team up to help students reach reading goals. This summer, Springboard Collaborative partnered with Lockwood to accelerate student learning-especially after the disruption caused by the COVID-19 pandemic-while also building the capacity of Lockwood to sustain these high-quality family-educator partnerships.



# **Springboard Definitions**



**Attendance Minimum** - All metrics and charts throughout this report include all students that met the attendance minimum (25% days of programming attended or more) and did not withdraw from the program except where otherwise noted. Students see the greatest gains when they attend at least 25% of programming days.

**Outliers/Excluded Data** – All assessment charts includes students that met the attendance minimum (25% days of programming attended or more and did not withdraw from the program) AND had both beginning and ending assessment results. Students who demonstrated extreme growth or regression were excluded from the sample as outliers. Students may have been excluded because they took different beginning and ending DIBELs subtests.

**Expected Growth -** Through collaboration with DIBELS provider Amplify, we are able to convert DIBELS raw score change to months of reading growth by subtest. Each DIBELS subtest is designed to assess a specific component skill involved in reading, so the months growth results need to be disaggregated by subtest.

**Proficiency** – The level of support expected for a student to be reading on grade level. Reading progress is monitored using change in the following 4 DIBELS proficiency bands: needs intensive support - needs strategic support - general curriculum is sufficient - needs instruction on more advanced skills.

2

# **Build your team**



Before programming began, teachers participated in professional development to learn the Family Educator Learning Accelerator Framework. Teachers learned how to utilize family engagement strategies, conduct successful family workshops, and collect data using literacy assessments. After professional development, teachers, families, and students participated in a Team-Building Huddle to build a foundation of trust and a strong working relationship.

Families participated in team-building huddle

"I appreciate the intentional phonics instruction; it really helped my emerging readers improve."

-Jose, Springboard teacher



# Find your starting point



At the start of programming, teachers built partnerships with families and assessed students to set reading goals that guided targeted small group instruction for students. Leaders were also equipped by Springboard's internal team to coach teachers through Professional Learning Communities on content varying from data-driven instruction to hosting family workshops.

### Snapshot of Lockwood

Race/Ethnicity

**0%** Asian **0%** White

**35%** Black **11%** Multiracial / other

**55%** Hispanic **0%** Unreported

TK	Kindergarten	1 <sup>st</sup> grade	2 <sup>nd</sup> grade	3 <sup>rd</sup> grade	4 <sup>th</sup> grade +	Unreported
2%	19%	22%	28%	18%	12%	0%



"I like the reading and the books; the books are fun to read."

-Martha, Springboard student

# Practice, practice, practice



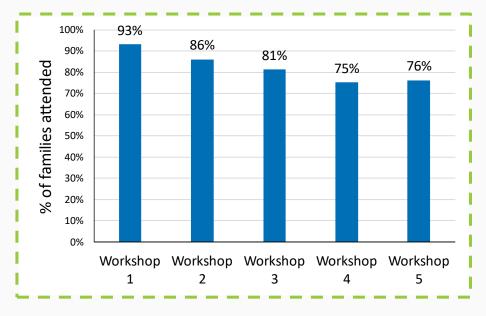
Lockwood hosted workshops that helped adult family members read with their child purposefully and ask questions as they support their child to understand what they read, figure out new words, read more fluently, and engage with the reading process. Students practiced reading on their own, with a family member at home and at family workshops, and with their teachers through small group instruction.

### Snapshot of Lockwood's attendance

108 Students attended at least 1 day101 Students met attendance minimum89% Average instructional attendance

**82**% Average family workshop attendance **95**% Families attended at least 1 workshop

#### Average family workshop attendance



"I like the how the reading techniques are simple and straightforward, it helps my child engage really well during reading because of the reading tips."

-Faye, Springboard parent

### Students grew as readers



Teachers measured students' reading progress using the DIBELS reading assessment at the beginning and end of programming to inform instruction and measure growth in reading fluency.

81%

Percent students met their assessment growth goal

**69**%

Percent students met and exceeded their assessment growth goal TK through 3rd grade students who were tested on **Nonsense Word Fluency (NWF)** reported an average reading achievement equivalent to **3.1 months of reading growth** in **decoding words based on alphabetic principle.** 

4th grade students who were tested on **Oral Reading Fluency (ORF)** reported an average reading achievement equivalent to **2.6 months of reading growth** in **fluency of reading connected text**.

Methodology notes: 1) DIBELS recommends assessing students based on functional reading levels which are not always the same as students' chronological grade levels. Hence, to accurately track reading growth for students reading on different levels, the following charts grouped raw growth analysis by each chronological grade level and within each grade level, growth achieved by students who were tested on various functional levels and DIBELS subtest was specified and compared with expected growth at the end of programming provided by DIBELS.

2) Under advisement from DIBELS provider Amplify, Springboard converts DIBELS raw score change to months of reading growth by subtest. Each DIBELS subtest is designed to assess a specific component skill involved in reading, so the month growth results need to be disaggregated by subtest.

# Students grew as readers

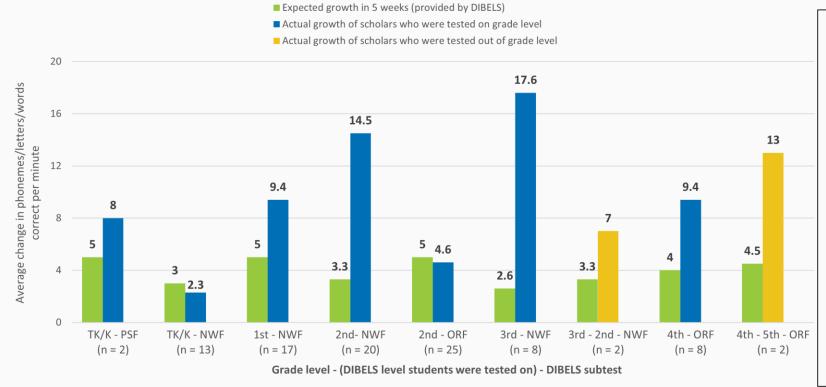


#### Average DIBELS raw growth by grade level (n = 83)

#### The blue bar

represents growth achieved by students who were tested on their chronological grade level.

17 first graders were tested on grade level (1st-NWF) and on average they read 9.4 more letter sounds correctly per minutes at the end of programming.



#### The yellow bar

represents growth achieved by students who were tested out of their chronological grade level.

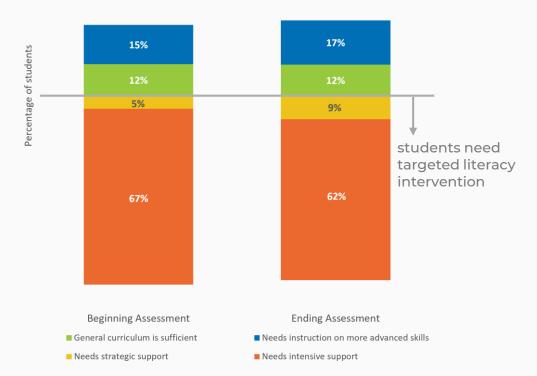
2 third grader was given 2nd-NWF test, and on average they read 7 more letter sounds correctly per minute at the end of programming.

# Celebrate your achievements

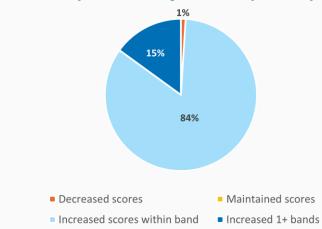


Using the same formal reading assessment at the beginning and end of programming, teachers were also able to measure changes in students' reading proficiency. Reading proficiency gauges the level of support required by the student.

Change in percentage of students in each DIBELS proficiency band (n = 83)



Percentage of students change their DIBELS proficiency bands (n = 83)



#### Personalized learning resources shared with families



108 Raz-Kids e-book licenses



101 book packs



59 backpacks & school supplies



**49** tablets



#### Reading Readiness and Phonics skills, slide deck links, and lesson plan links

The purpose of this document is to provide a clear sequence of skills for the Reading Readiness and Phonics curriculum and to provide direct links to the lesson plans and materials. For more information on the Curriculum, visit

Springboard Collaborative's Early Literacy Curriculum Implementation Guide (RR&P is on pages 41 - 46).

Reading Readiness and Phonics skills, by level and unit

Grade Level/ Springboard level	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Pre K / PR	Letters O, V, B, U, A, Q	Letters C, I, S, N, X, G	Letters P, J, E, Y, T, Z	Letters H, F, M, L, K, D, R, W	Letter Review
K/ A	Short vowel sounds VC words	CVC words	Double final consonant (ss, ff, II, zz) Schwa sound	Beginning consonant blends	Consonant digraphs (sh, th, ch, wh, ng, ck, ph, qu)
1st/ B	Long /ā/ (CV, CVCe, a, ai, ay)	Long /ē/ (CVCe, e, ea, ee)	Long /ī/ (CVCe, i, igh) Soft c and g	Long /ō/ (CVCe, o, oa, oe) Ending consonant blends	Long /ū/ (CVCe, u, ue) Inflected endings (s, ed, ing)
2nd/ C	Long /ā/ (eigh, ei, ey) R-controlled vowel (ar)	Long /ē/ (y, ie, ei) R-controlled vowel (er)	Long /ī/ (y, ie, y_e) R-controlled vowel (ir)	Long /ō/ (ow, ou, ough) R-controlled vowel (or) 3 letter consonant blends	Long /ū/ (ew, eu, ui) R-controlled vowel (ur)
3rd/ D	Diphthongs (oi, oy, aw, au, ou, ow)	R-controlled vowels (wor, ear)	Silent Letters (gn, kn, wr, gu/ gue) Consonant -le	Prefixes (re, un, dis, non, im, in, mis, pre, post)	Suffixes (ly, ful, ness, less, tion, cion, sion)



#### Pre K / PR Lesson Plans

Each day, students begin this block of instruction with **phonological and phonemic awareness** exercises. In Level PR, students will explore alliteration, rhyming, clapping out syllables, and identifying the onset and rime in a word. Students are working to proficiency in letter identification by formation, name, and most common letter sound.

<u>Unit 1</u> O&V, B & U, A & Q	<u>Unit 2</u> C&I, S&N, X & G	<u>Unit 3</u> P&J, E & Y, T & Z	<u>Unit 4</u> H&F, M&L, K & D, R&W	<u>Unit 5</u> Letter review
Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF
Slide Deck Links: Lesson 1: Oo, Vv Lesson 2: Bb, Uu Lesson 3: Aa, Qq Lesson 4: Oo, Vv, Bb, Uu, Aa, Qq Lesson 5: Oo, Vv, Bb, Uu, Aa, Qq	Slide Deck Links: Lesson 1: Cc, li Lesson 2: Ss, Nn Lesson 3: Xx, Gg Lesson 4: Cc, li, Ss, Nn, Xx, Gg Lesson 5: Cc, li, Ss, Nn, Xx, Gg	Slide Deck Links: Lesson 1: Pp, Jj Lesson 2: Ee, Yy Lesson 3: Tt, Zz Lesson 4: Pp, Jj, Ee, Yy, Tt, Zz Lesson 5: Pp, Jj, Ee, Yy, Tt, Zz	Slide Deck Links: Lesson 1: Hh, Ff Lesson 2: Mm, Ll Lesson 3: Kk, Dd Lesson 4: Rr, Ww Lesson 5: Hh, Ff, Mm, Ll, Kk, Dd, Rr, Ww	Slide Deck Links: Lesson 1: Letter Review Lesson 2: Letter Review Lesson 3: Letter Review Lesson 4: Letter Review Lesson 5: Letter Review

**Level PR Student Resource Book** (<u>Reading Readiness and Phonics-only version</u> and <u>all curricular components version</u>): Contains resources for student use during the lessons including Letter Mats, Letter Sound Activity sheets, Handwriting paper, Handwriting Practice Activity, Learning My ABCs Book, and the Student Resource Pack.

<u>Level PR Teacher Resource Book</u>: Contains resources for teacher use during the lessons including Letter Mats, Letter Sound Activity Answer Key, Handwriting paper, Handwriting Practice Activity, Learning My ABCs Book, Pre and Post Formative Assessment, Phonics Quick Screener, and the Teacher Resource Pack.

<u>Wall Cards</u>: Letter cards to help scholars acquire letter recognition of letter identification, letter sound, and letter formation.



### K / A Lesson Plans

Level A will focus on decoding words with common spelling patterns using the short vowel sound.

<u>Unit 1</u> Short vowel sounds VC words	<u>Unit 2</u> CVC words	Unit 3  Double final consonant  (ss, ff, II, zz)	Unit 4 Beginning consonant blends CCVC	Unit 5 Consonant digraphs (sh, th, ch, wh, ng, ck, ph, qu)
Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF	<u>Lesson Plans PDF</u>	<u>Lesson Plans PDF</u>
Slide Deck Links: Lesson 1: Long vowel in V words Lesson 2: Short a in VC words Lesson 3: Short e in VC words Lesson 4: Short i in VC words Lesson 5: Short o in VC words Lesson 6: Short u in VC words Lesson 7: Short vowels in VC words	Slide Deck Links: Lesson 1: CVC words Lesson 2: CVC with short a Lesson 3: CVC with short e Lesson 4: CVC with short i Lesson 5: CVC with short o Lesson 6: CVC with short u Lesson 7: CVC words Lesson 8: CVC words	Slide Deck Links: Lesson 1: Double consonant rule Lesson 2: Double ss Lesson 3: Double ff Lesson 4: Double II Lesson 5: Double zz Lesson 6: Double consonant rule	Slide Deck Links: Lesson 1: Consonant blends Lesson 2: S blends Lesson 3: L blends Lesson 4: R blends Lesson 5: T blends Lesson 6: Consonant blends	Slide Deck Links: Lesson 1: Consonant digraphs Lesson 2: sh, wh Lesson 3: ch Lesson 4: th Lesson 5: ng, ck Lesson 6: ph, qu Lesson 7: Digraphs and blends



**Level A Student Resource Book** (<u>Reading Readiness and Phonics-only version</u> and <u>all curricular components version</u>): Contains resources for student use during the lessons including Letter Mats, Double Decker Elkonin Boxes, High Frequency Word Cards, Formative Assessment Answer Forms, and the Student Resource Pack.

<u>Level A Teacher Resource Book</u>: Contains resources for teacher use during the lessons including Letter Mats, Double Decker Elkonin Boxes, Formative Assessments, Phonics Quick Screener, and the Teacher Resource Pack.



#### 1st / B Lesson Plans

Level B will focus on decoding words with the long vowel sound.

<u>Unit 1</u> Long /a/ (CV, CVCe, a, ai, ay)	<u>Unit 2</u> Long /e/ (CVCe, e, ea, ee)	<u>Unit 3</u> Long /i/ (CVCe, i, igh) Soft c and g	Unit 4  Long /o/  (CVCe, o, oa, oe)  Ending consonant blends	Unit 5 Long /u/ (CVCe, u, ue) Inflected endings (s, ed, ing)
Lesson Plans PDF	<u>Lesson Plans PDF</u>	<u>Lesson Plans PDF</u>	<u>Lesson Plans PDF</u>	<u>Lesson Plans PDF</u>
Slide Deck Links:  Lesson 1:  CV - Long e  Lesson 2:  CV - Long o  Lesson 3:  CV - Long i and y  Lesson 4:  CVCe  Lesson 5:  CVCe  Lesson 6:  CVCe - Long a  Lesson 7:  ai  Lesson 8:  ay  Lesson 9:  Long a  Lesson 10:  Long a	Slide Deck Links: Lesson 1: CVCe - Long e Lesson 2: ee Lesson 3: ea Lesson 4: Long e Lesson 5: Long e	Slide Deck Links: Lesson 1: CVCe - Long i Lesson 2: igh Lesson 3: Soft c Lesson 4: Soft g Lesson 5: Long i	Slide Deck Links: Lesson 1: CVCe - Long o Lesson 2: oa, oe Lesson 3: Ending consonant blends (nd, ld, st) Lesson 4: Long o Lesson 5: Ending consonant blends Lesson 6: Consonant blends Lesson 7: Blends and Long o	Slide Deck Links: Lesson 1: CVCe - Long u Lesson 2: ue Lesson 3: Open syllable u Lesson 4: Inflected endings (ing) Lesson 5: Inflected endings (double the consonant) Lesson 6: Inflected endings (s, es) Lesson 7: Inflected endings (y rule) Lesson 8: Long u and inflected endings



**Level B Student Resource Book** (<u>Reading Readiness and Phonics-only version</u> and <u>all curricular components version</u>): Contains resources for student use during the lessons including Letter Mats, Double Decker Elkonin Boxes, High Frequency Word Cards, Formative Assessment Answer Forms, and the Student Resource Pack.

<u>Level B Teacher Resource Book</u>: Contains resources for teacher use during the lessons including Letter Mats, Double Decker Elkonin Boxes, Formative Assessments, Phonics Quick Screener, and the Teacher Resource Pack.



#### 2nd / C Lesson Plans

Level C will focus on long vowels with the addition of vowel partners that make more than one sound and learning r-controlled vowels.

Unit 1 Long /a/ (eigh, ei, ey) R-controlled vowel (ar)	Unit 2  Long /e/ (y, ie, ei)  R-controlled vowel (er)	Unit 3  Long /i/ (y, ie, y_e)  R-controlled vowel (ir)	Unit 4 Long /o/ (ow, ou, ough) R-controlled vowel (or) 3 letter consonant blends	Unit 5 Long /u/ (ew, eu, ui) R-controlled vowel (ur)
Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF
Slide Deck Links: Lesson 1: R-controlled (ar) Lesson 2: eigh Lesson 3: ei (long a) Lesson 4: ey Lesson 5: Two syllable word, open syllable (long a) Lesson 6: Long a	Slide Deck Links:  Lesson 1: R-controlled (er)  Lesson 2: y (long e)  Lesson 3: ie (long e)  Lesson 4: ei (long e)  Lesson 5: Two syllable word, open syllable (long e)  Lesson 6: Long e	Slide Deck Links:  Lesson 1: R-controlled (ir)  Lesson 2: y (long i)  Lesson 3: ie (long i)  Lesson 4: Y_e (long i)  Lesson 5: Two syllable word, open syllable (long i)  Lesson 6: Long i	Slide Deck Links:  Lesson 1: R-controlled (or)  Lesson 2: ow (long o)  Lesson 3: ou (long o)  Lesson 4: ough (long o)  Lesson 5: Two syllable word, open syllable (long o)  Lesson 6: 3 letter blends  Lesson 7: 3 letter blends  Lesson 8: Long o and 3 letter blends	Slide Deck Links:  Lesson 1: R-controlled (ur)  Lesson 2: ew  Lesson 3: ui  Lesson 4: eu  Lesson 5: Two syllable word, open syllable (long u)  Lesson 6: Long u



**Level C Student Resource Book** (<u>Reading Readiness and Phonics-only version</u> and <u>all curricular components version</u>): Contains resources for student use during the lessons including Letter Mats, Double Decker Elkonin Boxes, High Frequency Word Cards, Formative Assessment Answer Forms, Decoding Unknown Words Anchor Chart, and the Student Resource Pack.

<u>Level C Teacher Resource Book</u>: Contains resources for teacher use during the lessons including Letter Mats, Double Decker Elkonin Boxes, Formative Assessments, Phonics Quick Screener, Decoding Unknown Words Anchor Chart, and the Teacher Resource Pack.



#### 3rd / D Lesson Plans

Level D focuses on decoding multisyllabic words and syllables with diphthongs, additional r-controlled vowels, silent letters, prefixes, and suffixes.

<u>Unit 1</u> Diphthongs (oi, oy, ou, ow, au, aw)	<u>Unit 2</u> R-controlled vowels (wor, ear)	Unit 3 Silent Letters (gn, kn, wr, gu/ gue) Consonant -le	<u>Unit 4</u> Prefixes (re, un, dis, non, im, in, mis, pre, post)	Unit 5 Suffixes (ly, ful, ness, less, tion, cion, sion)
Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF	Lesson Plans PDF
Slide Deck Links: Lesson 1: oi Lesson 2: oy Lesson 3: au Lesson 4: aw Lesson 5: ow Lesson 6: ou Lesson 7: Diphthongs	Slide Deck Links: Lesson 1: er, ir, ur Lesson 2: ar, or Lesson 3: wor Lesson 4: ear Lesson 5: R- controlled vowels	Slide Deck Links: Lesson 1: gu/ gue Lesson 2: kn and gn Lesson 3: wr Lesson 4: Consonant I-e Lesson 5: Consonant I-e Lesson 6: Silent letters and Consonant I-e	Slide Deck Links: Lesson 1: Prefixes Lesson 2: re Lesson 3: un, dis, non Lesson 4: im, in, mis Lesson 5: pre, post Lesson 6: Prefixes	Slide Deck Links: Lesson 1: Suffixes Lesson 2: ly Lesson 3: ful, ness Lesson 4: less Lesson 5: tion, cion, sion Lesson 6: Suffixes

**Level D Student Resource Book** (<u>Reading Readiness and Phonics-only version</u> and <u>all curricular components version</u>): Contains resources for student use during the lessons including Letter Mats, Double Decker Elkonin Boxes, High Frequency Word Cards, Formative Assessment Answer Forms, Decoding Unknown Words Anchor Chart, and the Student Resource Pack.

<u>Level D Teacher Resource Book</u>: Contains resources for teacher use during the lessons including Letter Mats, Double Decker Elkonin Boxes, Formative Assessments, Phonics Quick Screener, Decoding Unknown Words Anchor Chart, and the Teacher Resource Pack.



Level PR Unit 2 Lesson 2









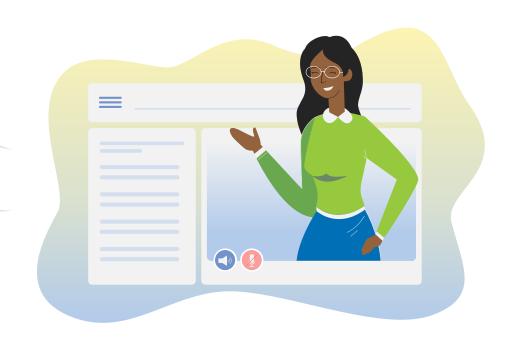
## Hello!

### Let's Check in!

What is something new with you?

Tell me something you're proud of.









## **Lesson Agenda**

- 1. Rhyme with Me!
- 2. Words are Broken into Syllables!
- 3. Learning Letters
- 4. I Know Letter Names and Sounds!





Your

job





















Phonological Awareness: Rhyme with Me!

Click the music note to play the chant.









It's rhyme time, rhyme time!
We are going to have a fine time rhyming together today!

Rhyming is when the words sound the same at the end like f-un, s-un, and, r-un!

Do they rhyme? of course they do! So now let's have a great time rhyming together too!





Phonological
Awareness:
Words are Broken
into Syllables!









Words are broken up into syllables, syllables, syllables!
Words are broken into syllables to help us catch the rhythm and beat!



### **Learning Letters**





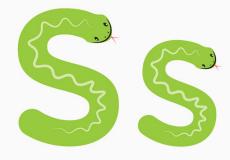






It's time to learn our letters, our letters, our letters! It's time to learn our letters to help us learn to read.





**Snake** 



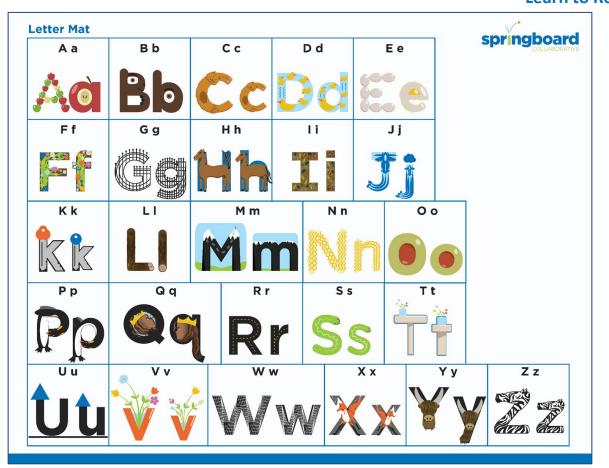
### **Learning Letters**











# Know Letters and Letter Sounds



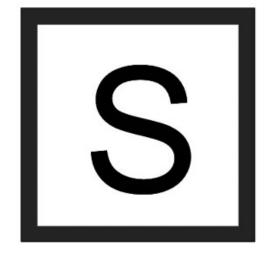




I know my letters, my letters, my letters.

I know my letter sounds, my sounds too!





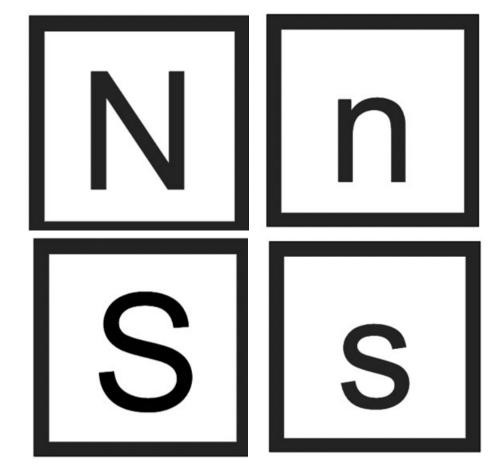


# Know Letters and Letter Sounds











## Letters!





I can write my letters, my letters, my letters!
I can write my letters all by myself, too!





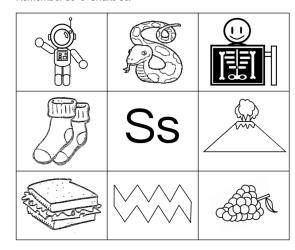
lame :	
--------	--

#### Letter Sound Matching

#### Directions:

- 1. Say the name of each picture.
- 2. Circle the 3 pictures that begin with the letter <u>Ss</u> sound.
- 3. Draw an X over the pictures that do not.
- Go back and color the pictures that begin with the letter <u>Ss</u> sound.

#### Remember Ss "s" Snake Ss.



### I Can Write My **Letters!**













Letter Ss Handwriting Practice

#### **Directions:**

- 1. Practice tracing the letter Ss.
- 2. Practice writing the letter Ss.



Helping 100,000 students reach reading goals and 30,000 students read on grade level by 2023

### I Can Write My **Letters!**







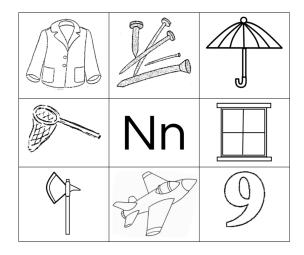


#### **Letter Sound Matching**

#### Directions:

- 1. Say the name of each picture.
- 2. Circle the 3 pictures that begin with the letter **Nn** sound.
- 3. Draw an X over the pictures that do not.
- 4. Go back and color the pictures that begin with the letter  $\underline{\textbf{Nn}}$ sound.

#### Remember Nn "n" Noodle Nn.





## Can Write My Letters!













#### **Directions:**

- 1. Practice tracing the letter Nn.
- 2. Practice writing the letter Nn.

P					
	n		n	N	n

Helping 100,000 students reach reading goals and 30,000 students read on grade level by 2023



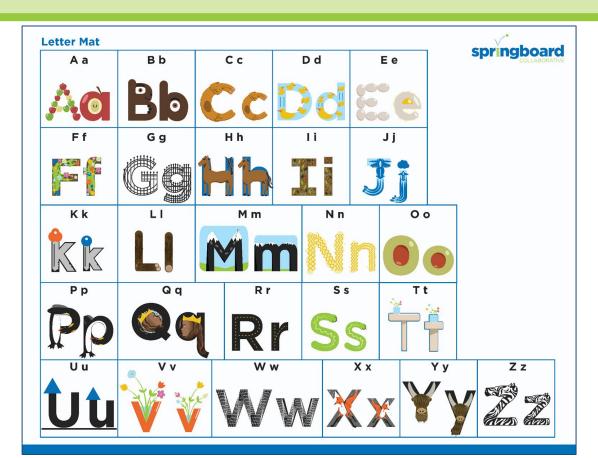


I can blend and segment onsets and rimes of single-syllable spoken words.

- I can count, say, blend, and segment syllables in spoken words.
- I can recognize and name upper- and lowercase letters of the alphabet.

## **Learning Letters**







## **Curriculum Level**

## Teacher's Lesson Guide:

- **-Lesson Plans**
- -Teacher and Family Resources

#### **Table of Contents**

#### Reading Readiness & Phonics, Level PR, Unit 2

•	Curriculum overview: level	4
	Curriculum overview: alignment to research	
	Unit summary, goals, and learning targets	
	Teaching preparation and notes	
	Lesson 1.	
	Lesson 2	
	Lesson 3	
	Lesson 4	
	Lesson 5	



#### **Navigation instructions:**

Click on any underlined item in the Table of Contents to navigate directly to that page, or the beginning of that lesson.

Return to this page by using the "Click to go to Table of Contents" hyperlink at the bottom of any page.

(These links work best when this file is downloaded as a PDF.)

#### Welcome to Springboard!



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#### **Curriculum overview: Level PR**



Curriculum for the PR Level offers targeted and explicit instruction in the following areas:

- Daily Message
- Reading Readiness and Phonics
- Read Aloud
- Shared Reading
- Writing Time
- Small Group Literacy Instruction with Stations

Each component of the Curriculum serves an important purpose to help students accomplish their reading goals.

#### Components and their purpose

Find the resources referenced in this lesson plan in your curriculum folder.

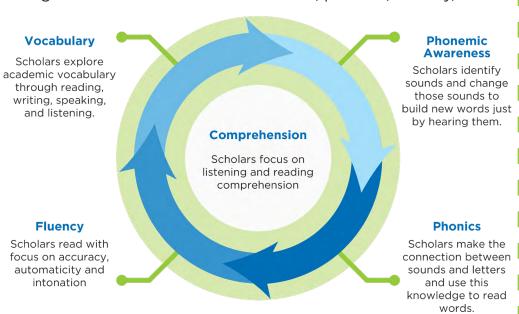
Daily message — — — — —	Build community, learn academic vocabulary, and share stories.
Reading readiness — — — — — and phonics	Explicit focus on phonemic awareness and phonics skills.
Shared reading	Time to reinforce phonics skills through the rereading of read aloud texts to build fluency.
Read aloud — — — — — —	Explicit focus on word learning strategies, explore academic vocabulary, and deepen understanding of complex text.
Writing time	Writing is connected to the content of reading text through drawing and writing.
Small group literacy instruction with stations	Focused time to practice reading skills in specific areas based on reading goals.
Quick Tip: Find the next action	item quickly by looking for this !! symbol!

#### Curriculum overview: Alignment to research

On April 13, 2000, the National Reading Panel (NRP) identified five components of high quality and impactful reading instruction. Phonemic awareness, phonics, fluency, and

vocabulary are all in service of students' comprehension of complex text.

All five of these components of effective reading instruction are evident in each Springboard comprehensive lesson. See the visual on the right and attached annotated lesson for more information.

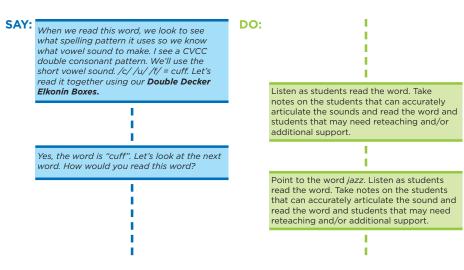


Say/Do: Each lesson provides scripted guidance for facilitators to support student learning with a Say (scripted instructional notes) and Do (instructional actions and supports) section. This information is meant to support teachers' facilitation of learning as needed. Teachers should use this guidance to keep the lesson purpose, content, and design intact, but they do not necessarily have to read the Say portion as a script based on their expertise and comfort level.

#### **Using the Say/Do Guide:**

The lesson guide is outlined in an intuitive block structure highlighting scripted instruction and instructional action. While you can use the script as needed, you do not have to.

To follow the guide, simply start at the highest block in either column. Here it is the Say block, after completing the instruction, move to the next highest block. This time



it is the Do column. Repeat this sequence until the lesson is complete. This diagram includes vertical dotted lines to guide you step by step.



#### Level PR Unit 2

#### **Summary and goals**

The second unit will introduce informational texts, encouraging students to notice the differences and similarities between different text types, to answer questions about a topic, and to ask and answer questions about unknown vocabulary in a text. Students will learn the phonological awareness skills of alliteration, rhyme, onset/rime, and syllabication and learn the letter name, sound, and formation for letters C, I, S, N, X, and G. A complex text set around the topic, All About the Weather, will be explored for reading and to give evidence for informative writing pieces about the weather.

Unit topic: All about weather

Why is knowing about the weather so important?

Daily message — — — — —	I can manage my own emotions, thoughts, and behaviors effectively in different situations to help achieve my goals and aspirations. (SL.K.1, SL.K.6)
Reading readiness — — — — and phonics	I can recognize and say rhyming words. I can blend and segment onsets and rimes of single-syllable spoken words. I can count, say, blend, and segment syllables in spoken words. I can recognize and name upper- and lowercase letters of the alphabet. (RF.K.2.A, RF.K.2.C, RF.K.2.B, RF.K.1.D, RF.K.2.E, RF.K.3.A)
Shared reading	I can read from left to right, top to bottom. I can identify words that rhyme. I can identify a high-frequency word. I can identify letters in a shared reading text. (RF.K.1, RF.K.2a, RF.K.3c, RF.K.1d)
Read aloud	I can retell key details with information from the story. I can use information from the story to support my thinking. (RI.K.3, SL.K.2, W.K.8)
Writing time	I can share information about a topic with evidence from the story. (SL.K.3, W.K.2, W.K.5, W.K.8)
Small group literacy — — — — instruction with stations	Various objectives based on student goals.

## Reading Readiness & Phonics (35 minutes)



#### Suggested Materials

- Unit folder resources:
  - Lesson Slide Decks
  - Teacher and Student Resource Books
  - Song recordings
- Letter Mat
- Letter Wall Cards
- Letter Sound Matching activity page
- Handwriting Practice
- Learning my ABCs Book
- Writing utensils: pencils (one for each student)

#### Classroom Preparation

- Gather writing utensils: pencils (one for each student)
- Display Letter Mat and Letter Wall Cards
- Review Unit and Lesson Plan
- Review Slide Deck and prepare to use it in the lesson

#### **Teaching notes:**

In this unit, students will explore letter identification, corresponding letter sounds, and corresponding letter formation. Letters for this unit are listed below: Cc /c/ Cat Cc, Ii /i/ Insect Ii, Ss /s/ Snake Ss, Nn /n/ Noodle Nn, Xx /x/ Fox Xx, Gg /g/ Gate Gg.

It is important to use the articulatory gestures guidance with students to help them reflect on their sound production and appropriate mouth formation for each letter sound.

#### **Additional information**



#### Differentiation ideas:

It is especially important that teachers make data-informed decisions on the supports students may need during the lesson. Therefore, a key instructional practice is to use data to support students in this lesson with intervention, practice, or acceleration. The table below provides some ideas that will support all students with the content, standards, and learning experiences found in this lesson.

#### Teacher-directed:

Use articulatory gestures
for additional support
with targeted skills
explored in the lesson.

#### Practice:

Give more opportunities
to practice the skills
explored in the lesson by
repeating portions of the
lesson that would help
students understand the
skill.

#### Acceleration:

Provide opportunities
for students to explore
more complex skills
that build upon the
skills explored in this
lesson with a partner or
independently.

For the instructional focus of this lesson, see the learning targets listed for Reading Readiness & Phonics.





#### **Amazing Alliteration!**

#### SAY:

We are going to sing our Alliteration song! Sing along with me! "It's amazing alliteration time! When the wind whistles with windchimes we know the time has come to hear the same sounds as the first one!"

Let's practice our alliteration skills! When two or more words begin with the same sound that is called alliteration. When I say some statements I want you to think of the words that begin with the same sound. Ok?

Think about this alliteration: The cats crawled carefully as to not be captured. Do any of these words begin with the same sound? Whisper the words in your hand and hold them tight. We will share after we all have a chance to think first.

Ok, let's hear them. Think about this alliteration: The cats crawled carefully as to not be captured. Do any words begin with the same sound?

DO:

Sing the Amazing Alliteration song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of a word. Provide support as needed.

Repeat alliteration practice with 1-2 statements as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

#### Alliteration Statement List:

- The cats crawled carefully as to not be captured.
- The iguana was inside the igloo.
- Willie whistled while he walked.
- Hadassah heard the hard ball hit the ground, so she hurried to the basketball huddle.



#### **Onset & Rime Time!**



SAY:

We are going to sing our Onset & Rime song! Sing along with me! "It's Onset and Rime time! We want to here the beginning and ending sounds! We want to hear the beginning and ending sounds in a word! It will be so much fun until we are done hearing the beginning and ending sounds in a word!"

Let's practice our Onset & Rime skills! We want to hear the beginning sound (before the vowel) or onset in a word. Like the /s/ sound in set. We want to hear the ending sound or rime (ending letters with the vowel) in the same word. Like /et/ in set. When I say some words I want you to think of the onset and rime in each word just by hearing the word. Ok?

Think about this word: pack. What is the beginning (onset) and ending (rime) sound of the word? Whisper the onset and rime in your hand and hold them tight. We will share after we all have a chance to think first.

Ok, let's hear them. Think about this word: pack. What is the beginning (onset) and ending (rime) sound of the word? p-ack.

DO:

Sing the Onset and Rime Time song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of the onset and rime. Provide support as needed.

Repeat onset & rime practice with 1-2 words as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

**Onset & Rime List**: dr-op, c-ot, m-ap, sl-ip, p-ack, st-ick, m-op, st-op, n-ot





#### **Learning Letters: Cc**

SAY:

We are going to sing our Learning Letters song! Sing along with me! "It's time to learn our letters, our letters, our letters! It's time to learn our letters to help us learn to read."

We are going to learn our first letter today! First, let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready.

Now our letter for today... is the letter "Cc"!

This is the letter Cc /k/ Cat Cc. We are going to practice making the correct letter sound. Look at the shape of my mouth when I make this letter sound. Now you make the letter sound. Next, check with a partner and make the letter sound. I will check to see if your mouth matches mine and that you are making the correct letter sound.

DO: [





Use the articulatory gestures guidance with students to help with sound production and appropriate mouth formation

Sing the Learning Letters song 1-2 times.

Arrange students on the carpet or at tables, allowing enough space for them to put the **Letter Mat** on the floor (or table) and point to each letter on the mat.

Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along.

Show the letter "Cc" wall card.

Check in with each student to confirm the correct articulation of the letter sound.



#### **Learning Letters: Cc (cont.)**

DO:



SAY:

This is the letter Cc /k/ Cat Cc. Cats love to purr when they are happy. Do you have a cat? "Cc /k/ Cat Cc" This is uppercase "C" and the lowercase "c" (point to each as you say it). You can think about the uppercase letter as the mommy letter and the lowercase letter as the baby letter.

Now your turn.

Now let's write uppercase "Cc" in the air. Get out your air pencils!

Now let's write lowercase "Cc" in the air. Get out your air pencils!

Now let's find the letter "Cc" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to each letter as you sing it to find the letter. I'll show you.

Great thinking! You know the letter "Cc /k/ Cat Cc"!

Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound.

Lead students to say the name, the word, and the sound several times. "Cc /k/ Cat Cc"

Model how to start from the top and write the uppercase letter "Cc" in the air.

Model how to start from the top and write the lowercase letter "Cc" in the air.





#### Learning Letters: li

#### SAY:

"/j"!

We are going to learn another today! First, let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready.

Now our next letter for today... is the letter

This is the letter li /i/ Igloo li. We are going to practice making the correct letter sound. Look at the shape of my mouth when I make this letter sound. Now you make the letter sound. Next, check with a partner and make the letter sound. I will check to see if your mouth matches mine and that you are making the correct letter sound.

This is the letter li /i/ Igloo li. Igloos are like an ice house in really cold places like Alaska. "Ii /i/ Igloo li" This is uppercase "I" and the lowercase "i" (point to each as you say it).

Now your turn.

Now let's write uppercase "li" in the air. Get out your air pencils!

Now let's write lowercase "li" in the air. Get out your air pencils!

Now let's find the letter "li" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to each letter as you sing it to find the letter. I'll show you.

Great thinking! You know the letter "li /i/ Igloo li"!

#### DO:

Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along.

Show the letter "li" wall card.

Check in with each student to confirm the correct articulation of the letter sound.

Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound.

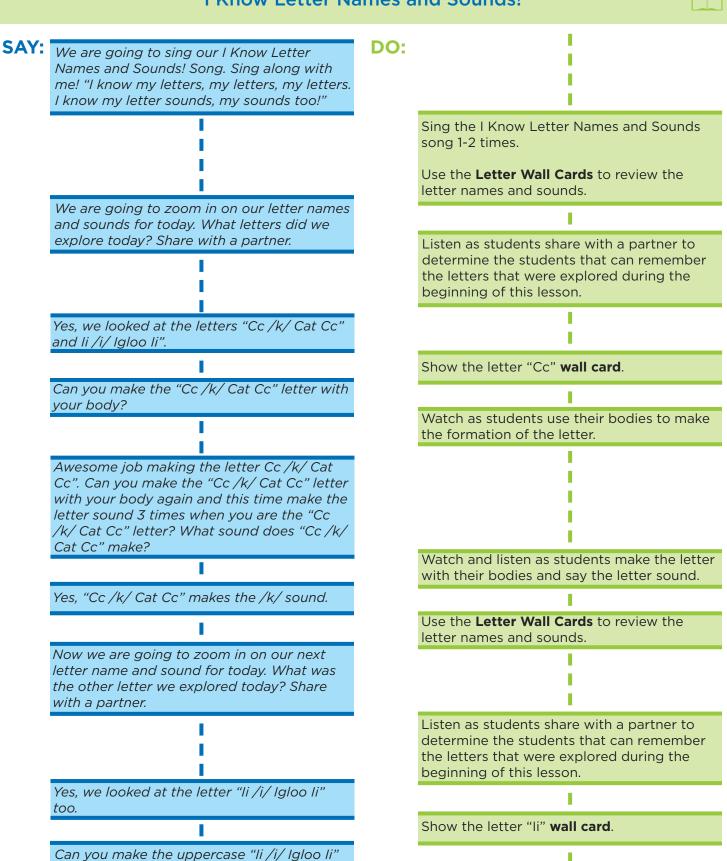
Lead students to say the name, the word, and the sound several times. Ii /i/ Igloo Ii"

Model how to start from the top and write the uppercase letter "li" in the air.

Model how to start from the top and write the lowercase letter "li" in the air.



#### I Know Letter Names and Sounds!





letter with your body? How is the shape of the letter Cc different from the shape of the

letter li? Share with a partner.



#### I Know Letter Names and Sounds! (cont.)

SAY:

ł

Awesome job making the letter "li /i/ Igloo li". Can you make the "li /i/ Igloo li" letter with your body again and this time make the letter sound 3 times when you are the "li /i/ Igloo li" letter? What sound does "li /i/ Igloo li" make?

į

Yes, "li /i/ Igloo Ii" makes the /i/ sound. Great thinking! You know "Cc /k/ Cat Cc" and "li /i/ Igloo Ii". DO:

Watch as students use their bodies to make the formation of the li letter. Listen as students share about. Cc has a curved line and the li has straight lines.

i

Watch and listen as students make the letter with their bodies and say the letter sound.

#### I Can Write My Letters!

SAY

We are going to sing our I Can Write My Letters! Song. Sing along with me! "I can write my letters, my letters, my letters! I can write my letters all by myself, too!"

Let's review our letter names and sounds by coloring the pictures that start with our letters for today. Turn to the **Letter Sound Matching activity page**.

We are going to start with the letter that makes the /k/ sound. Which letter makes the /k/ sound? Share with a partner.

Yes, the "Cc /k/ Cat Cc" letter makes the /k/ sound. Now look at the pictures on this page. Say the name of each picture. Color the picture that begins with the /k/ sound like "Cc /k/ Cat Cc".

DO:

Sing the I Can Write My Letters song 1-2 times.

Rotate to make sure all students have the **Letter Sound Matching activity page** and crayons, colored pencils, or markers.

Listen as students share with a partner the name of the letter that makes the /k/ sound.

Rotate to support students as needed. Take note of the students that are showing an understanding of letter naming and sound. Use scaffolded questioning to support students. For example, what is this picture? Do we hear the /k/ sound at the beginning?



#### I Can Write My Letters! (cont.)



SAY:

Now we are going to practice writing "Cc /k/ Cat Cc". Watch me write the uppercase C, I am going to start at the top solid line and draw curved line down to the bottom solid line. I am going to do the same thing for the lowercase c, but this time I am going to start by drawing a curved line from the middle dotted time and go down to the bottom solid line. Your turn. Use the Handwriting Practice to trace the letter "Cc /k/ Cat Cc".

Great thinking! Now we are going to focus on the letter that makes the /i/ sound. Which letter makes the /i/ sound? Share with a partner.

Yes, the "li /i/ Igloo li" letter makes the /i/ sound. Now look at the pictures on this page. Say the name of each picture. Color the picture that begins with the /i/ sound like "li /i/ Igloo li".

Now we are going to practice writing "li /i/ Igloo li". Watch me write the uppercase I, I am going to start at the top solid line and draw down to the bottom solid line. Then I am going to draw a smaller line across the top solid line and another small solid line across the bottom solid line. We can think of these lines as the uppercase I's hat and shoes. For the lowercase i I am going to start at the dotted line and go down to the bottom solid line. Your turn. Then I am going to draw a dot in the space above, like a raindrop. Use the **Handwriting Practice** to trace the letter "li /i/ Igloo li".

Pat yourself on the back! You did a wonderful job today!

DO:

Use the **Handwriting Practice** to trace the letter "Cc /k/ Cat Cc".

Listen as students share with a partner the name of the letter that makes the /i/ sound.

Rotate to support students as needed. Take note of the students that are showing an understanding of letter naming and sound. Use scaffolded questioning to support students. For example, what is this picture? Do we hear the /i/ sound at the beginning?

Use the **Handwriting Practice** to trace the letter "Ii /i/ Igloo Ii".





#### Rhyme With Me!



We are going to sing our Rhyme song! Sing along with me! "It's rhyme time, rhyme time! We are going to have a fine time rhyming together today! Rhyming is when the words sound the same at the end like f-un, s-un, and, r-un! Do they rhyme? Of course they do! So now let's have a great time rhyming together too!"

Let's practice our rhyming skills! When I say a word, you say a rhyme. Ok?

Think about a word that rhymes with pat. Whisper the word in your hand and hold it tight. We will share after we all have a chance to think first.

Ok, let's hear them. What word rhymes with pat?

DO:

Sing the Rhyme With Me song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of a word. Provide support as needed.

Repeat rhyme practices with 1-2 words as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

**Rhyme List**: sat, click, dock, slip, dot, knat, map, pat



#### Words are Broken into Syllables!



SAY:

We are going to sing our Words are Broken into Syllables song! Sing along with me! "Words are broken up into syllables, syllables, syllables! Words are broken into syllables to help us catch the rhythm and beat!" DO:

Sing the Words are Broken into Syllables song 1-2 times.

Let's practice our hearing syllables in words! Raise a quiet hand if you have ever heard of the word "syllable." A syllable is a beat in a word. So, if I say my name: \_\_\_\_\_, I can clap out the beats in my name. Those are the syllables. Names and words can have 1, 2 or more syllables!

Listen to these words and clap them out with me. The first word is sunshine. Say the word and clap out the syllables.

Observe and listen as students clap out the words and identify the number of syllables. Use scaffolded questions to support student's thinking. For example, what is the word? Clap out the word, how many times did you clap? So, how many syllables does the word have?

Yes, sunshine has 2 syllables. Listen, "sun|shine". Great thinking! Let's try some more words.

Follow the same procedure with the list of words. Repeat 2-3 times.

**Syllable List:** grey, cucumber, light, kite, running





#### **Learning Letters: Ss**

SAY:

We are going to sing our Learning Letters song! Sing along with me! "It's time to learn our letters, our letters, our letters! It's time to learn our letters to help us learn to read."

We are going to learn our first letter today! First, let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready.

Now our letter for today... is the letter "Ss"!

This is the letter Ss /s/ Snake Ss. We are going to practice making the correct letter sound. Look at the shape of my mouth when I make this letter sound. Now you make the letter sound. Next, check with a partner and make the letter sound. I will check to see if your mouth matches mine and that you are making the correct letter sound.

DO: (

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Use the articulatory gestures guidance with students to help with sound production and appropriate mouth formation

Sing the Learning Letters song 1-2 times.

Arrange students on the carpet or at tables, allowing enough space for them to put the **Letter Mat** on the floor (or table) and point to each letter on the mat.

Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along.

Show the letter "Ss" wall card.

Check in with each student to confirm the correct articulation of the letter sound.



#### **Learning Letters: Ss (cont.)**





This is the letter Ss /s/ Snake Ss. Snakes love to slither around and stay cool! "Ss /s/ Snake Ss" This is uppercase "S" and the lowercase "s" (point to each as you say it). You can think about the uppercase letter as the mommy letter and the lowercase letter as the baby letter.

Now your turn.

Now let's write uppercase "Ss" in the air. Get out your air pencils!

Now let's write lowercase "Ss" in the air. Get out your air pencils!

Now let's find the letter "Ss" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to each letter as you sing it to find the letter.

I'll show you.

Great thinking! You know the letter "Ss /s/ Snake Ss"! DO:

Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound.

Lead students to say the name, the word, and the sound several times. "Ss /s/ Snake Ss"

Model how to start from the top and write the uppercase letter "Ss" in the air.

Model how to start from the top and write the lowercase letter "Ss" in the air.





#### **Learning Letters: Nn**

#### SAY:

We are going to learn another today! First, let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready.

Now our next letter for today... is the letter "Nn"!

This is the letter Nn /n/ Noodle Nn. We are going to practice making the correct letter sound. Look at the shape of my mouth when I make this letter sound. Now you make the letter sound. Next, check with a partner and make the letter sound. I will check to see if your mouth matches mine and that you are making the correct letter sound.

This is the letter Nn /n/ Noodle Nn. Noodles are tasty and you can eat them many different ways. How do you like to eat noodles? "Nn /n/ Noodle Nn" This is uppercase "N" and the lowercase "n" (point to each as you say it).

Now your turn.

Now let's write uppercase "Nn" in the air. Get out your air pencils!

Now let's write lowercase "Nn" in the air. Get out your air pencils!

Now let's find the letter "Nn" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to each letter as you sing it to find the letter. I'll show you.

Great thinking! You know the letter "Nn /n/ Noodle Nn"!

#### DO:

Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along.

Show the letter "Nn" wall card.

Check in with each student to confirm the correct articulation of the letter sound.

Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound.

Lead students to say the name, the word, and the sound several times. Nn /n/ Noodle Nn"

Model how to start from the top and write the uppercase letter "Nn" in the air.

Model how to start from the top and write the lowercase letter "Nn" in the air.



#### I Know Letter Names and Sounds!





We are going to sing our I Know Letter Names and Sounds! Song. Sing along with me! "I know my letters, my letters, my letters. I know my letter sounds, my sounds too!"

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We are going to zoom in on our letter names and sounds for today. What letters did we explore today? Share with a partner.

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Yes, we looked at the letters "Ss /s/ Snake Ss" and Nn /n/ Noodle Nn".

Can you make the "Ss /s/ Snake Ss" letter with your body?

Awesome job making the letter Ss /s/ Snake Ss". Can you make the "Ss Snake Ss" letter with your body again and this time make the letter sound 3 times when you are the "Ss /s/ Snake Ss" letter? What sound does "Ss /s/ Snake Ss" make?

•

Yes, "Ss /s/ Snake Ss" makes the /s/ sound.

Now we are going to zoom in on our next letter name and sound for today. What was the other letter we explored today? Share with a partner.



Yes, we looked at the letter "Nn /n/ Noodle Nn" too.

Can you make the uppercase "Nn /n/ Noodle Nn" letter with your body? How is the shape of the letter Ss different from the shape of the letter Nn? Share with a partner. DO:

Sing the I Know Letter Names and Sounds song 1-2 times.

Use the **Letter Wall Cards** to review the letter names and sounds.

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Listen as students share with a partner to determine the students that can remember the letters that were explored during the beginning of this lesson.

Show the letter "Ss" wall card.

Watch as students use their bodies to make the formation of the letter.

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Watch and listen as students make the letter with their bodies and say the letter sound.

Use the **Letter Wall Cards** to review the letter names and sounds.

ł

Listen as students share with a partner to determine the students that can remember the letters that were explored during the beginning of this lesson.

\_\_\_\_\_



Show the letter "Nn" wall card.







# I Know Letter Names and Sounds! (cont.)

SAY:

Awesome job making the letter "Nn /n/ Noodle Nn". Can you make the lowercase "Nn /n/ Noodle Nn" letter with your body and this time make the letter sound 3 times when you are the "Nn /n/ Noodle Nn" letter? What sound does "Nn /n/ Noodle Nn" make?

Yes, "Nn /n/ Noodle Nn" makes the /n/ sound.

Great thinking! You know "Ss /s/ Snake Ss" and "Nn /n/ Noodle Nn".

DO:

Watch as students use their bodies to make the formation of the Nn letter. Listen as students share about. Ss has a curved line and Nn has straight lines and a bump.

Watch and listen as students make the letter with their bodies and say the letter sound.

# I Can Write My Letters!

SAY:

We are going to sing our I Can Write My Letters! Song. Sing along with me! "I can write my letters, my letters, my letters! I can write my letters all by myself, too!"

Let's review our letter names and sounds by coloring the pictures that start with our letters for today. Turn to the **Letter Sound Matching activity page**.

We are going to start with the letter that makes the /s/ sound. Which letter makes the /s/ sound? Share with a partner.

Yes, the "Ss /s/ Snake Ss" letter makes the /s/ sound. Now look at the pictures on this page. Say the name of each picture. Color the picture that begins with the /s/ sound like "Ss /s/ Snake Ss".

DO:

Sing the I Can Write My Letters song 1-2 times.

Rotate to make sure all students have the **Letter Sound Matching activity page** and crayons, colored pencils, or markers.

Listen as students share with a partner the name of the letter that makes the /s/ sound.

Rotate to support students as needed. Take note of the students that are showing an understanding of letter naming and sound. Use scaffolded questioning to support students. For example, what is this picture? Do we hear the /s/ sound at the beginning?



# I Can Write My Letters! (cont.)



SAY:

Now we are going to practice writing "Ss /s/ Snake Ss". Watch me write the uppercase S. I am going to start at the top solid line and draw a curved line to the middle dotted line and then down to the the bottom solid line like a slithering snake. I am going to do the same thing for the lowercase s, but this time I am going draw my curved lines from the middle dotted line and go down to the bottom solid line. Your turn. Use the Handwriting Practice to trace the letter "Ss /s/ Snake Ss".

l

Great thinking! Now we are going to focus on the letter that makes the /n/ sound. Which letter makes the /n/ sound? Share with a partner.

Yes, the "Nn /n/ Noodle Nn" letter makes the /n/ sound. Now look at the pictures on this page. Say the name of each picture. Color the picture that begins with the /n/ sound like "Nn /n/ Noodle Nn".

Now we are going to practice writing "Nn /n/ Noodle Nn". Watch me write the uppercase N. I am going to start at the top solid line and draw down to the bottom solid line Then I am going to go back up to the top solid line and draw a slanted line down to the bottom solid line. Last, I going to close the letter by drawing a line from the top solid line to the bottom solid line. For the lowercase n I am going to start at the middle dotted line and go down to the solid line and then I am going to draw a bump from the middle dotted line to the bottom solid line. Your turn. Use the **Handwriting Practice** to trace the letter "Nn /n/ Noodle Nn".

Pat yourself on the back! You did a

wonderful job today!

DO:

Use the **Handwriting Practice** to trace the letter "Ss /s/ Snake Ss".

Listen as students share with a partner the name of the letter that makes the /n/ sound.

Rotate to support students as needed. Take note of the students that are showing an understanding of letter naming and sound. Use scaffolded questioning to support students. For example, what is this picture? Do we hear the /n/ sound at the beginning?

Use the **Handwriting Practice** to trace the letter "Nn /n/ Noodle Nn".



#### **Amazing Alliteration!**

#### SAY:

We are going to sing our Alliteration song! Sing along with me! "It's amazing alliteration time! When the wind whistles with windchimes we know the time has come to hear the same sounds as the first one!"

Let's practice our alliteration skills! When two or more words begin with the same sound that is called alliteration. When I say some statements I want you to think of the words that begin with the same sound. Ok?

Think about this alliteration: Greg the goat galloped through the grey fog. Do any of these words begin with the same sound? Whisper the words in your hand and hold them tight. We will share after we all have a chance to think first.

Ok, let's hear them. Think about this alliteration: Greg the goat galloped through the grey fog. Do any words begin with the same sound?

DO:

Sing the Amazing Alliteration song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of a word. Provide support as needed.

Repeat alliteration practice with 1-2 statements as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

#### **Alliteration Statement List:**

- Jeremy jumped jubilantly to the jet.
- YaMaya yawned at the yellow Yorkie.
- Nicholas never noticed the newt.
- Willie whistled while he walked.
- Hadassah heard the hard ball hit the ground, so she hurried to the basketball huddle.
- Frankie the fox hid in the box from the farmer.
- Greg the goat galloped through the grey fog.



#### **Onset & Rime Time!**



SAY:

We are going to sing our Onset & Rime song! Sing along with me! "It's Onset and Rime time! We want to here the beginning and ending sounds! We want to hear the beginning and ending sounds in a word! It will be so much fun until we are done hearing the beginning and ending sounds in a word!"

Let's practice our Onset & Rime skills! We want to hear the beginning sound (before the vowel) or onset in a word. Like the /s/ sound in set. We want to hear the ending sound or rime (ending letters with the vowel) in the same word. Like /et/ in set. When I say some words I want you to think of the onset and rime in each word just by hearing the word. Ok?

Think about this word: not. What is the beginning (onset) and ending (rime) sound of the word? Whisper the onset and rime in your hand and hold them tight. We will share after we all have a chance to think first.

Ok, let's hear them. Think about this word: not. What is the beginning (onset) and ending (rime) sound of the word? n-ot. DO:

Sing the Onset and Rime Time song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of the onset and rime. Provide support as needed.

Repeat onset & rime practice with 1-2 words as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

**Onset & Rime List**: dr-op, c-ot, m-ap, sl-ip, p-ack, st-ick, m-op, st-op, n-ot, sh-ow





# **Learning Letters: Xx**

SAY:

We are going to sing our Learning Letters song! Sing along with me! "It's time to learn our letters, our letters, our letters! It's time to learn our letters to help us learn to read."

We are going to learn our first letter today! First, let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready.

Now our letter for today... is the letter "Xx"!

This is the letter Xx /ks/ Fox Xx. We are going to practice making the correct letter sound. Look at the shape of my mouth when I make this letter sound. Now you make the letter sound. Next, check with a partner and make the letter sound. I will check to see if your mouth matches mine and that you are making the correct letter sound.

DO: (

XX

Gate

Use the articulatory gestures guidance with students to help with sound production and appropriate mouth formation

Sing the Learning Letters song 1-2 times.

Arrange students on the carpet or at tables, allowing enough space for them to put the **Letter Mat** on the floor (or table) and point to each letter on the mat.

Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along.

Show the letter "Xx" wall card.

Check in with each student to confirm the correct articulation of the letter sound.



# **Learning Letters: Xx (cont.)**

DO:



SAY:

This is the letter Xx /ks/ Fox Xx. A fox has a bushy tail and can run really fast! "Xx / ks/ Fox Xx" This is uppercase "X" and the lowercase "x" (point to each as you say it). You can think about the uppercase letter as the mommy letter and the lowercase letter as the baby letter.

Now your turn.

Now let's write uppercase "Xx" in the air. Get out your air pencils!

Now let's write lowercase "Xx" in the air. Get out your air pencils!

Now let's find the letter "Xx" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to each letter as you sing it to find the letter. I'll show you.

Great thinking! You know the letter "Xx /ks/ Fox Xx"!

Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound.

Lead students to say the name, the word, and the sound several times. "Xx / ks / Fox Xx"

Model how to start from the top and write the uppercase letter "Xx" in the air.

Model how to start from the top and write the lowercase letter "Xx" in the air.





#### **Learning Letters: Gg**

#### SAY

We are going to learn another today! First, let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready.

Now our next letter for today... is the letter "Gg"!

This is the letter Gg/g/ Gate Gg. We are going to practice making the correct letter sound. Look at the shape of my mouth when I make this letter sound. Now you make the letter sound. Next, check with a partner and make the letter sound. I will check to see if your mouth matches mine and that you are making the correct letter sound.

This is the letter Gg/g/ Gate Gg. A gate is put around something like a house or building to keep it safe and separate from anyone coming to it without permission. "Gg/g/ Gate Gg". This is uppercase "G" and the lowercase "g" (point to each as you say it).

Now your turn.

Now let's write uppercase "Gg" in the air. Get out your air pencils!

Now let's write lowercase "Gg" in the air. Get out your air pencils!

Now let's find the letter "Gg" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to each letter as you sing it to find the letter. I'll show you.

Great thinking! You know the letter "Gg /g/ Gate Gg"!

#### DO:

Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along.

Show the letter "Gg" wall card.

Check in with each student to confirm the correct articulation of the letter sound.

Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound.

Lead students to say the name, the word, and the sound several times. "Gg /g/ Gate Gg"

Model how to start from the top and write the uppercase letter "Gg" in the air.

Model how to start from the top and write the lowercase letter "Gg" in the air.



#### I Know Letter Names and Sounds!





We are going to sing our I Know Letter Names and Sounds! Song. Sing along with me! "I know my letters, my letters, my letters. I know my letter sounds, my sounds too!"

We are going to zoom in on our letter names and sounds for today. What letters did we explore today? Share with a partner.

Yes, we looked at the letters "Xx /ks/ Fox Xx" and Gg /g/ Gate Gg".

Can you make the "Xx /ks/ Fox Xx" letter with your body?

Awesome job making the letter "Xx /ks/ Fox Xx". Can you make the "Xx /ks/ Fox Xx" letter with your body again and this time make the letter sound 3 times when you are the "Xx /ks/ Fox Xx" letter? What sound does "Xx /ks/ Fox Xx" make?

Yes, "Xx /ks/ Fox Xx" makes the /ks/ sound.

Now we are going to zoom in on our next letter name and sound for today. What was the other letter we explored today? Share with a partner.

Yes, we looked at the letter "Gg /g/ gate Gg"

Can you make the uppercase "Gg/g/ gate Gg" Can you make this letter with your body? How is the shape of the letter Gg different from the shape of the letter Xx? Share with a partner.

#### DO:

Sing the I Know Letter Names and Sounds song 1-2 times.

Use the **Letter Wall Cards** to review the letter names and sounds.

Listen as students share with a partner to determine the students that can remember the letters that were explored during the beginning of this lesson.

Show the letter "Xx" wall card.

Watch as students use their bodies to make the formation of the letter.

Watch and listen as students make the letter with their bodies and say the letter sound.

Use the **Letter Wall Cards** to review the letter names and sounds.

Listen as students share with a partner to determine the students that can remember the letters that were explored during the beginning of this lesson.

Show the letter "Gg" wall card.



#### I Know Letter Names and Sounds! (cont.)

SAY:

Awesome job making the letter "Gg /g/ gate" Gg". Can you make the "Gg /g/ gate Gg" letter with your body again and this time make the letter sound 3 times when you are the "Gg /g/ gate Gg" letter? What sound does "Gg /g/ gate Gg" make?

Yes, "Gg /g/ Gate Gg" makes the /g/ sound. Great thinking! You know "Xx /ks/ Fox Xx" and "Gg /g/ gate Gg".

DO:

Watch as students use their bodies to make the formation of the Gg letter. Listen as students share about how Gg has curved lines and Xx has straight lines that meet in the middle.

Watch and listen as students make the letter with their bodies and say the letter sound.

# I Can Write My Letters!

**SAY:** We are going to sing our I Can Write My Letters! Song. Sing along with me! "I can write my letters, my letters! I can write my letters all by myself, too!"

> Let's review our letter names and sounds by coloring the pictures that start with our letters for today. Turn to the **Letter Sound** Matching activity page.

We are going to start with the letter that makes the /ks/ sound. Which letter makes the /ks/ sound? Share with a partner.

Yes, the "Xx /ks/ Fox Xx" letter makes the /ks/ sound. Now look at the pictures on this page. Say the name of each picture. Color the picture that begins with the /ks/ sound like "Xx /ks/ Fox Xx".

DO:

Sing the I Can Write My Letters song 1-2 times.

Rotate to make sure all students have the Letter Sound Matching activity page and crayons, colored pencils, or markers.

Listen as students share with a partner the name of the letter that makes the /ks/ sound.

Rotate to support students as needed. Take note of the students that are showing an understanding of letter naming and sound. Use scaffolded questioning to support students. For example, what is this picture? Do we hear the /ks/ sound at the beginning?



# I Can Write My Letters! (cont.)



SAY:

Now we are going to practice writing "Xx /ks/ Fox Xx". Watch me write the uppercase X. I am going to start at the top solid line and draw a diagonal line to the bottom solid line. I am now going to start on the other side draw a diagonal line from the top solid line to the bottom solid line. I am going to do the same thing for the lowercase x, but this time I am going to start at the middle dotted line and draw a diagonal line down to the solid line and draw another diagonal line from the other side and draw the diagonal line down from the middle dotted line to the bottom solid line. Your turn. Use the **Handwriting Practice** to trace the letter "Xx /ks/ Fox Xx".

Great thinking! Now we are going to focus on the letter that makes the /g/ sound. Which letter makes the /g/ sound? Share with a partner.

Yes, the "Gg /g/ Gate Gg" letter makes the /g/ sound. Now look at the pictures on this page. Say the name of each picture. Color the picture that begins with the /g/ sound like "Gg /g/ Gate Gg".

Now we are going to practice writing "Gg /g/ Gate Gg". Watch me write the uppercase C. I am going to start at the top solid line and draw a curved line from the top solid line to the bottom solid line. Then I am going to start at the bottom solid line and draw a line straight up to the dotted line and then small line inward. For the lowercase g, I am going to start at the dotted time and draw a circle. Then I am going to start at the dotted line and draw a line straight down past the solid line with a tail that curves in like a hook. Your turn. Use the **Handwriting Practice** to trace the letter "Gg /g/ Gate Gg".

Pat yourself on the back! You did a wonderful job today!

DO:

Use the **Handwriting Practice** to trace the letter "Xx /ks/ Fox Xx".

Listen as students share with a partner the name of the letter that makes the /g/ sound.

Rotate to support students as needed. Take note of the students that are showing an understanding of letter naming and sound. Use scaffolded questioning to support students. For example, what is this picture? Do we hear the /g/ sound at the beginning?

Use the **Handwriting Practice** to trace the letter "Gg /g/ Gate Gg".





# **Rhyme With Me!**



We are going to sing our Rhyme song! Sing along with me! "It's rhyme time, rhyme time! We are going to have a fine time rhyming together today! Rhyming is when the words sound the same at the end like f-un, s-un, and, r-un! Do they rhyme? Of course they do! So now let's have a great time rhyming together too!"

Let's practice our rhyming skills! When I say a word you say a rhyme. Ok?

Think about a word that rhymes with: dot. Whisper the word in your hand and hold it tight. We will share after we all have a chance to think first.

Ok, let's hear them. What word rhymes with: dot?

DO:

Sing the Rhyme With Me song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of a word. Provide support as needed.

Repeat rhyme practices with 1-2 words as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

**Rhyme List**: sat, click, dock, slip, dot, knat, map, pat, sock



# Words are Broken into Syllables!



SAY:

We are going to sing our Words are Broken into Syllables song! Sing along with me! "Words are broken up into syllables, syllables, syllables! Words are broken into syllables to help us catch the rhythm and beat!"

Let's practice our hearing syllables in words! Raise a quiet hand if you have ever heard of the word "syllable." A syllable is a beat in a word. So, if I say my name: \_\_\_\_\_, I can clap out the beats in my name. Those are the syllables. Names and words can have 1, 2 or more syllables!

Listen to these words and clap them out with me. The first word is running. Say the word and clap out the syllables.

Yes, running has 2 syllables. Listen, "run|ning". Great thinking! Let's try some more words.

DO:

Sing the Words are Broken into Syllables song 1-2 times.

Observe and listen as students clap out the words and identify the number of syllables. Use scaffolded questions to support student's thinking. For example, what is the word? Clap out the word, how many times did you clap? So, how many syllables does the word have?

Follow the same procedure with the list of words. Repeat 2-3 times.

**Syllable List:** grey, cucumber, light, kite, running, snake, igloo, cat

# SAY: We are going to sing our Learning Letters song! Sing along with me! "It's time to learn our letters, our letters, our letters! It's time to learn our letters to help us learn to read." Let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready. We are going to review the letters we explored so far.... This is the letter "\_

Learning Letters: Cc, Ii, Ss

DO:

Sing the Learning Letters song 1-2 times.

Arrange students on the carpet or at tables, allowing enough space for them to put the Letter Mat on the floor (or table) and point to each letter on the mat.

Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along.

#### **Learning Letters Instructional Practice**

Complete the following for each letter: Cc, Ii, & Ss

This is the letter \_\_\_\_ (letter name, letter sound, key word, letter name. For example: Oo /o/ Olive Oo). "\_\_\_\_ (letter name, letter sound, key word, letter name)". This is uppercase "\_\_" and the lowercase "\_\_" (point to each as you say it). You can think about the uppercase letter as the mommy letter and the lowercase letter as the baby letter.

Now your turn.

Now let's write uppercase "\_\_" in the air. Get out your air pencils!

Now let's write lowercase " " in the air. Get out your air pencils!

Show the letter "\_\_" wall card.

Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound.

Lead students to say the name, the word, and the sound several times. " (letter name, letter sound, key word, letter name)"

Model how to start from the top and write the uppercase letter "\_\_" in the air.







SAY:

DO:

Model how to start from the top and write the lowercase letter "\_\_" in the air.

Now let's find the letter "\_\_" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to each letter as you sing it to find the letter. I'll show you.

Great thinking! You know the letter "\_\_\_\_ (letter name, letter sound, key word, letter name)"!

Displaying My Learning! Cc, Ii, Ss



SAY:

We are going to sing our I Know Letter Names and Sounds! Song. Sing along with me! "I know my letters, my letters, my letters. I know my letter sounds, my sounds too!" DO:

Sing the I Know Letter Names and Sounds song 1-2 times.

# **Displaying My Learning Instructional Practice**

Complete the following for each letter: Cc, Ii, & Ss

We are going to review the letters we explored so far.... This is the letter "\_\_ "!

We know the letter, sound, and how to write the "\_\_\_\_" letter! Pat yourself on the back!
Since we know the letter when we see it, we know the sound it makes, and we know how to write it, we can make our letter \_\_\_\_ page in our Learning My ABCs Book!

We are going to start with the letter \_\_\_\_\_ Take some time decorating your letter. As you complete the letter \_\_\_\_ page, say the letter name, the letter sound, and practice tracing how to write the letter.

Pat yourself on the back! You know the name, sound, and how to write the letter!

Rotate to make sure all students have the **Learning My ABCs Book** and crayons, colored pencils, or markers.





#### **Amazing Alliteration!**

**SAY:** We are going to sing our Alliteration song! Sing along with me! "It's amazing alliteration time! When the wind whistles with windchimes we know the time has come to hear the same sounds as the first one!"

> Let's practice our alliteration skills! When two or more words begin with the same sound that is called alliteration. When I say some statements I want you to think of the words that begin with the same sound. Ok?

Think about this alliteration: Nancy's next noodle bowl will be full of new spices. Do any of these words begin with the same sound? Whisper the words in your hand and hold them tight. We will share after we all have a chance to think first.

Ok, let's hear them. Think about this alliteration: Nancy's next noodle bowl will be full of new spices. Do any words begin with the same sound?

#### DO:

Sing the Amazing Alliteration song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of a word. Provide support as needed.

Repeat alliteration practice with 1-2 statements as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

#### **Alliteration Statement List:**

- Jeremy jumped jubilantly to the jet.
- YaMaya yawned at the yellow Yorkie.
- Nicholas never noticed the newt.
- Willie whistled while he walked.
- Hadassah heard the hard ball hit the ground, so she hurried to the basketball huddle.
- Frankie the fox hid in the box from the
- Greg the goat galloped through the grey
- Nancy's next noodle bowl will be full of new spices.



#### **Onset & Rime Time!**



SAY:

We are going to sing our Onset & Rime song! Sing along with me! "It's Onset and Rime time! We want to here the beginning and ending sounds! We want to hear the beginning and ending sounds in a word! It will be so much fun until we are done hearing the beginning and ending sounds in a word!"

Let's practice our Onset & Rime skills! We want to hear the beginning sound (before the vowel) or onset in a word. Like the /s/ sound in set. We want to hear the ending sound or rime (ending letters with the vowel) in the same word. Like /et/ in set. When I say some words I want you to think of the onset and rime in each word just by

hearing the word. Ok?

Think about this word: rock. What is the beginning (onset) and ending (rime) sound of the word? Whisper the onset and rime in your hand and hold them tight. We will share after we all have a chance to think first.

Ok, let's hear them. Think about this word: rock. What is the beginning (onset) and ending (rime) sound of the word? r-ock.

DO:

Sing the Onset and Rime Time song 1-2 times.

Wait for the students to say yes. Repeat directions as needed.

Listen and watch as students think of the onset and rime. Provide support as needed.

Repeat onset & rime practice with 1-2 words as time permits. Be sure all students have a chance to share their thinking with a partner or the full group.

**Onset & Rime List**: dr-op, c-ot, m-ap, sl-ip, p-ack, st-ick, m-op, st-op, n-ot, sh-ow, r-ock





### Learning Letters: Nn, Xx, Gg SAY: DO: We are going to sing our Learning Letters song! Sing along with me! "It's time to learn our letters, our letters, our letters! It's time to Sing the Learning Letters song 1-2 times. learn our letters to help us learn to read." Arrange students on the carpet or at tables, allowing enough space for them to put the **Letter Mat** on the floor (or table) and point to each letter on the mat. Let's sing the Alphabet Song together and point to each letter on our mat as we sing it. I will begin, but you can sing along if you are ready. Sing the Alphabet Song, modeling how to point to each letter as you sing it. Repeat a few times, encouraging students to follow along. **Learning Letters Instructional Practice** Complete the following for each letter: Nn, Xx, & Gg We are going to review the letters we explored so far.... This is the letter " "! Show the letter "\_\_" wall card. This is the letter \_\_\_\_ (letter name, letter sound, key word, letter name. For example: Oo /o/ Olive Oo). "\_\_\_\_ (letter name, letter sound, key word, letter name)". This is uppercase "\_\_" and the lowercase "\_\_" (point to each as you say it). You can think about the uppercase letter as the mommy letter and the lowercase letter as the baby letter. Skywrite the uppercase and lowercase letter, write the letter on table or carpet in front of you, say the letter, and its sound. Now your turn. Lead students to say the name, the word, and the sound several times. "\_\_\_\_ (letter

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Now let's write uppercase " " in the air.

Now let's write lowercase "\_\_" in the air.

Get out your air pencils!

Get out your air pencils!

name, letter sound, key word, letter name)"

Model how to start from the top and write

the uppercase letter "\_\_" in the air.

#### Lesson 5 guide (cont.)



#### Learning Letters: Nn, Xx, Gg (cont.)

SAY:

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Now let's find the letter "\_\_" on our **Letter Mat**. Point to it if you see it. If you aren't sure how to find a letter on your **Letter Mat**, you can sing the Alphabet Song and point to

show you.
Great thinking! You know the letter "\_\_\_\_ (letter name, letter sound, key word, letter name)"!

each letter as you sing it to find the letter. I'll

DO:

Model how to start from the top and write the lowercase letter "\_\_" in the air.

Displaying My Learning! Nn, Xx, Gg

 $\Box$ 

SAY:

We are going to sing our I Know Letter Names and Sounds! Song. Sing along with me! "I know my letters, my letters, my letters. I know my letter sounds, my sounds too!" DO:

Sing the I Know Letter Names and Sounds song 1-2 times.

# **Displaying My Learning Instructional Practice**

Complete the following for each letter: Nn, Xx, & Gg

We are going to review the letters we explored so far.... This is the letter "\_\_"!

We know the letter, sound, and how to write the "\_\_\_\_" letter! Pat yourself on the back!
Since we know the letter when we see it, we know the sound it makes, and we know how to write it, we can make our letter\_\_\_\_ page in our **Learning My ABCs Book!** 

Rotate to make sure all students have the **Learning My ABCs Book** and crayons, colored pencils, or markers.

We are going to start with the letter\_\_\_\_\_ Take some time decorating your letter. As you complete the letter\_\_\_\_ page, say the letter name, the letter sound, and practice tracing how to write the letter.

Pat yourself on the back! You know the name, sound, and how to write the letter!

