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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Jennifer Blake, Executive Director, Special Education
Stacey Lindsay, Special Education Director, Related Services: Psychological and Mental Health

Meeting Date June 24, 2026

Subject Services Agreement 2026-2029 – Effective School Solutions, LLC (ESS) – Special Education Department

Ask of the Board Approval by the Board of Education of a Services Agreement by and between the District and Effective School Solutions, LLC (ESS), New Providence, NJ, for that latter to provide mental health services and psychiatric medication management for students with intensive mental health service needs included on their Individualized Education Plans (IEPs), as described in Exhibit A of the Agreement, incorporated herein by reference as though fully set forth, via the Special Education Department, for the period of July 13, 2026 through June 30, 2029, in an amount not to exceed \$3,134,100.00

Background Since June 2023, after Alameda County Behavioral Health (ACBH) ceased partnership with school districts to provide the mental health services mandated through IEPs after the repeal of AB 3632 and replacement with AB 114, making the provision of Educationally Related Mental Health Services (ERMHS) the sole responsibility of OUSD/Oakland Special Education Local Plan Area (SELPA), the Oakland Unified School District (OUSD) Special Education Department have engaged with vendors to provide federally and state mandated services as outlined in student IEPs who have been determined to require such services in order to access their specialized academic instruction (SAI).

Effective School Solutions was selected for the Counseling Enriched Self-Contained Programs (CE-SCP) and psychiatric services based on their ability to provide trained mental health clinicians and behavioral support staff. They have the ability to integrate into a school community, which assists in increasing student access to learning and activities beyond the (CE-SCP) setting to ensure students are not be isolated away from their non-disabled peers while supporting their mental health

needs. They have a history of securing a local psychiatrist who is familiar the OUSD schools and students which will benefit those students who may be in need of medication assessment and management. ESS is not new to OUSD and has provided these services successfully during the prior three academic school years. They provide a robust progress monitoring system and engage regularly with school teams, including administrators, and special education leadership.

Discussion

The special education department has well-over 400 students with mental health services in their IEPs. These services are federally and state mandated; however, OUSD staffing alone cannot provide the intensive services the students ESS would be supporting.

Fiscal Impact

This contract would be for the duration of July 13, 2026 to June 30, 2029 with a not to exceed amount of \$3,134,100.00 and would be paid out of Special Education RES 6500.

Attachment(s)

- Services Agreement 2026-2029 – Effective School Solutions, LLC (ESS) – Special Education Department
- ESS 2026-2029 Data Sharing Agreement
- Request for Proposal (RFP) #26-167PEC IEP Mental Health Services for Special Education Department
- Effective School Solutions Proposal to RFP #26-167PEC IEP Mental Health Services for Special Education Department

SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

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

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

Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

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

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

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

19. Incident/Accident/Mandated Reporting.

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

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

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. Limitation of OUSD Liability. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.

36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

- b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
- 43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Susan Norris Signature: Susan Norris

Position: CEO Date: 5/21/2026 | 2:03 PM EDT

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

OUSD

Name: _____ Signature: _____

Position: _____ Date: _____

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

Name: Denise G. Saddler Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of

Education Date: _____

Template Approved as to form by OUSD Legal Department



SERVICES AGREEMENT

EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Effective School Solutions (ESS)

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: ESS will provide one full-time mental health clinician and one full-time mental/behavioral health technician to provide federally and state mandated IEP services to the students enrolled in the Counseling enriched self-contained program at Oakland Academy of Knowledge and Fruitvale elementary School, for a total of 2 each. The IEP services ESS staff will provide includes: individual and group counseling in accordance with individual student IEPs, therapeutic milieu support in the classroom throughout the school day, family outreach and engagement, family counseling (when required), ongoing assessment of student needs, behavioral supports within the classroom and broader school community, participation in the IEP process, case management and linkage to resources, home visits on a minimally quarterly basis for highest risk students (may include therapy in home), and crisis prevention and intervention, as well as training for school site staff on mental health and behavior as described in ESS's proposal as least once quarterly. Classroom team members will participate in weekly team meetings for effective alignments with broader school culture and climate. In addition, Part-time (.4-.6 FTE) qualified mental health and behavioral coach or milieu supervisor position per site to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families, as well as quality and risk management. Finally, ESS will provide a 0.4-0.6 FTE psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services across all IEP Mental Health Programs, including outpatient/intensive outpatient services, offered through the OUSD Special Education Department. Further, data monitoring for progress of the service beyond progress on IEP goals will be given three times a year (October, February and May) and a ESS representative will meet on a monthly basis with OUSD Special Education Leadership team members for regular updates on program progress

Clause 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: July 13, 2026

- 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 the 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 30, 2029

Clause 3: **Compensation.**

a. The basis for payment to VENDOR shall be:

- ☐ Hourly Rate: _____ per hour
- ☐ Daily Rate: _____ per day
- ☐ Weekly Rate: _____ per week

☒ Monthly Rate: \$104,470.00 per month: for 10 months - August to May
For services delivered to students. Invoices shall be paid on the basis of services rendered, and costs shall be reduced if Vendor is unable to provide full staffing as described in Clause 1. Invoices should include line item fees due per staff delivery of service.

- ☐ Per Student Served Rate: _____ per student served
- ☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$3,134,100.00

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: Legal Notices.

OUSD

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

VENDOR

Name/Dept: Susan Norris
Address: 430 Mountain Ave Suite 304
City, ST Zip: New Providence, NJ 07974
Phone: 973-299-9954
Email: bids@effectiveschoolsolutions.com

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

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

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

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

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

- ☐ Yes, the SERVICES would be able to continue as described herein.
- ☐ No, the SERVICES would not be able to continue.
- ☒ Yes, but the SERVICES would be different than described herein, they would be as follows: Therapeutic and collateral contacts would be provided virtually, by phone, in home, and/or in community locations as mutually agreed upon depending on students' level of needs.



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:

1. **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 re-disclosure 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 INDIVIDUALS 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.
11. **Disposition of Data.** RECIPIENT shall delete, dispose, or destroy 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 deleted, disposed of and/or destroyed.
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 RECIPIENT 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.** RECIPIENT 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.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of 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 data and 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 via email and either (i) personally delivered during normal business hours or (ii) 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 employ 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 (<https://www.sam.gov/>).
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.

25. **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.

26. **Compliance with California and Federal Laws.** RECIPIENT shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The RECIPIENT shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the RECIPIENT or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of 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.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. 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.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
39. **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), 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.

41. **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:

RECIPIENT

Name: Susan Norris Signature: Susan Norris

Position: CEO Date: 5/21/2026 | 1:16 PM EDT

OUSD

Name: _____ Signature: _____

Position: _____ Date: _____

☒ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

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)

RECIPIENT: Effective School Solutions (ESS)

OTHER AGREEMENTS BETWEEN THE PARTIES:

- Service Agreement 2026-29 pursuant to RFP # 26-167.
- _____
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	☐
<i>Application Use Statistics</i>	Metadata on user interaction with application	
	SBAC results	☒
	ELPAC results	☒
	IAB Results	☐
<i>Assessment</i>	Other assessment results (list below):	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
<i>Attendance</i>	Attendance rate	☒
	Number of absences	☒
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	☒
<i>Conduct</i>	Number of suspensions	☒
	Days suspended	☒

<i>Demographics</i>	Gender	✓
	Race/ethnicity	✓
	Date of birth	✓
	Special ed. flag	✓
	Home language	✓
	Language proficiency	✓
	Birth country	✓
<i>Enrollment</i>	School	✓
	Grade level	✓
<i>Parent/Guardian Contact Information</i>	Name	✓
	Address	✓
	Email	✓
	Phone	✓
<i>Schedule</i>	Student scheduled courses	✓
	Teacher names	✓
<i>Special Indicator</i>	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)	I
<i>Student Contact Information</i>	Name	✓
	Address	✓
	Email	✓
	Phone	✓

Local Identifiers	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 Work	Student generated content; writing, pictures, etc.	✓
	Student course grades	✓
Transcript	Current year GPA	✓
	Cumulative GPA	✓
	Student bus assignment	✓
Transportation	Student pick up and/or drop off location	
	Student bus card ID number	
	List additional data elements here	
Other	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	

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

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: July 13, 2026

- 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 30, 2029

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: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Susan Norris

Address: 430 Mountain Ave Suite 304

City, ST Zip: New Providence, NJ 07974

Phone: 973-299-9954

Email: bids@effectiveschoolsolutions.com



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 26-167PEC

**IEP MENTAL HEALTH SERVICES
FOR SPECIAL EDUCATION DEPARTMENT**

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

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

Proposals Due:
February 6, 2026 at 2:00 p.m. pst

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

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Schedule Of Events

The following schedule will be used by the District.

DATE	ACTION
Solicitation First Posted:	January 9, 2026
Pre-Bid Conference*:	January 28, 2026 @ 10:00 a.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	January 30, 2026 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	February 6, 2026 @ 2:00 p.m. pst
Potential Interviews (If Necessary):	February 23, 2026 - February 27, 2026
Selection Notice(s):	March 25, 2026
Contract Start Date:	May 2026

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

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

The District reserves the right to amend or cancel this proposal at any time. Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

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

Procurement Department
[*procurement@ousd.org*](mailto:procurement@ousd.org)

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

Background Information

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

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

Introduction

The Oakland Unified School District is issuing this solicitation for proposals from proposers/contractors qualified to provide the District with mental health and behavioral specialists to support the emotional, mental, and behavioral health needs of Oakland Unified School District (hereafter OUSD) students receiving Special Education Services, specifically, Individualized Education Plan (IEP) Mental Health Services (IMHS), sometimes referred to as Educationally-Related Mental Health Services (ERMHS).

In 1986, Assembly Bill (AB) 3632 mandated that county mental health departments coordinate services to all special education students. Under this bill, local school districts were responsible for providing counseling and guidance services, and students requiring mental health services beyond the capacity of the school became the responsibility of the local county. In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts. Assembly Bill (AB) 114 changed the process by which students in Special Education receive mental health services. Previously, under AB 3632, county mental health departments provided services. However, realignment under AB 114 requires all California school districts to be solely responsible for ensuring that students with disabilities, as designated by their Individualized Educational Plan (IEP), receive the mental health services necessary to benefit from a special education program

Students with IEPs who demonstrate mental and behavioral health issues that impact their ability to learn and access the school curriculum are eligible for AB 114. ERMHS funds are not restricted to students who have “emotional disturbance” as their identified

disability.

The OUSD Special Education Department provides direct services, consultative services, training, equipment and materials to over 7,200 students from birth through age 22. Our students reflect the rich diversity of Oakland, and students with Special Education services attend every Oakland public school, select charter schools, home and hospital based programs, and private programs in settings that range from fully inclusive learning to separate, specialized instruction. Our Department aligns all of our services to our 'Big Rocks,' key goals that align to our District's strategic plan and Local Control Accountability Plan (LCAP). These goals focus on academic equity, evidence-based professional learning, meaningful transition experiences, and crafting quality, comprehensive IEPs. We believe that all students can thrive when provided with appropriate services and supports and that neurological and physical diversity should be expected, valued, and considered in the design of all district-wide programming.

Many OUSD students have faced adverse early childhood experiences, have experienced or are currently experiencing traumatic experiences, or have diagnosed mental health conditions impacting their school attendance, performance, and physical and emotional safety. Approximately 650 students with IEPs require individual counseling services, and 300 participate in group counseling services. These services are not only medically necessary and important for positive school outcomes but are also legally required pursuant to IEPs.

With this Request for Proposals (RFP), OUSD is seeking partners who are grounded in serving students who are often among the furthest from school success in a manner that centers equity, inclusion, and student and family voice. The selected providers will work directly with students with IEPs who require IEP Mental Health Services related to their area(s) of disability providing direct in-person individual and group therapeutic services, milieu classroom support, family counseling services, collateral linkages to supporting services, quarterly (minimum) home visits, and/or therapeutic behavioral services. Additionally, the selected providers will serve as expert collaborators for school site personnel to ensure all staff interacting with students with mental health needs have a common language, common understanding of mental health conditions and impacts, and a common set of trauma-informed, evidence-based strategies to engage with these youth. We will assess the success of this work by evaluating individual student therapeutic progress, least restrictive environment access, and staff reporting of their comfort and competency interacting with students using evidence-based practices.

We will award contract(s) to the provider(s) who best demonstrate their alignment with our goals and approach and who best respond to the requirements of the request for proposals detailed below.

Scope Of Work

The scope of work includes a comprehensive continuum of mental health services to be provided to OUSD students with IEPs who require IEP Mental Health Services in order to access specialized academic instruction and curriculum as determined through formal psychological evaluations conducted by OUSD. We expect the Contractor to have mental health providers who are well-versed in a variety of therapeutic techniques in order to best meet the mental health needs of our students, as well as provide consultation and guidance to OUSD site-staff to inform them of best practices.

The scope of work should cover the following:

- Individual counseling: ability to use evidence-based practices, as well as ability to shift to a new practice when needed to meet individual student needs.
- Group counseling: ability to facilitate group of similar age students with a focus on the student's specific areas of need
- Milieu support: supports with mental health challenges that arise both in and out of the separate setting; for students who spend time within the mainstream, general education setting, it would be expected to provide support in that setting, as appropriate
- Family counseling: provided when warranted, in accordance with students' IEPs, including the support with parent/guardian understanding of students' disabilities
- Collaboration/Collateral Work: support with agency linkages; IEP team collaboration
- Crisis Intervention: responds to students in crisis and conducts appropriate risk assessment, as needed, and confers with other mental health professionals (supervisor, school psychologist, etc.) regarding next steps and site administrators.
- Behavior intervention system: Helps manage the classroom wide behavior intervention system and individual plans; collaborates on updates/changes to the system/plans as needed
- Behavioral coaching and professional trainings: provide guidance to teachers, general education and special education, around trauma-informed practices to support students with mental health and/or behavioral needs; coaches school site staff in the moment when need arises; development and presentation of professional trainings for school site staff on mental health presentation in children and how to support them, among others that may be determined as a need.
- Treatment planning: In alignment with the IEP services and goals, as well as for psychiatric needs.

Term of Agreement

The District intends to award a three-year agreement to the selected provider(s), with the contract period commencing on July 13, 2026, and concluding on June 30, 2029.

Minimum Requirements

Bidders may submit proposals to support all or part of the required services described below. Bids may address a specific site, multiple sites, and/or intensive outpatient services.

Currently, OUSD has site-based mental health programs that are a part of this RFP located at:

- Fruitvale Elementary (1 classroom)
- OAK Elementary (1 classroom)

The Department wishes to have a single provider at each campus.

Successful bidders for our site-based needs will be prepared with a plan that includes provision of the following activities and services:

- One (1.0 FTE) qualified mental health clinician per classroom to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support within the public school campus, home visits, and crisis intervention services, pursuant to students' IEPs. Home visits are expected at least quarterly, but monthly for high risk students. Home visits may include in-home therapy sessions. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician; bilingual is preferred. Depending on program enrollment, clinicians may be assigned to provide therapeutic services to students with IEPs on the campus who are not in the self-contained program but who present with a disability-related mental health need. Self-contained programs have a soft cap of 13 students.
- One (1.0 FTE) appropriately trained mental health aide or behavioral technician per classroom to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection.
- Part-time (.4-.6 FTE) qualified mental health and behavioral coach or milieu supervisor position per site to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families.

Site-based providers must be prepared to engage in weekly team meetings to review student data and discuss interventions, family/caregiver events and outreach experiences, and campus-wide events beyond the provision of direct mental and behavioral health services. It is expected that they will be an active participant as an IEP team member.

Additionally, OUSD's Special Education team seeks partnership to support Intensive Outpatient and supplemental services, which includes:

- Seven (7.0 FTE) qualified mental health clinicians to provide itinerant outpatient counseling services, parent/family counseling, home visits, agency linkages, site team consultation and mental health crisis support pursuant to students' IEPs. Home visits are expected at least quarterly, but monthly for high risk students. Home visits may include in-home therapy sessions. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician; bilingual is preferred. Each would hold a caseload of about 13-18 students, potentially across different school sites.
- One (1.0 FTE) Therapeutic Behavioral Services (TBS) clinician to provide intensive services across settings for youth with disabilities struggling with psychiatric hospitalizations or at risk for hospitalization. Qualified clinicians may have a minimum of a BA in a mental health related field + 1 year experience or MSW or similar degree in mental health. Licensure is not required.
- Seven (7.0 FTE) qualified mental health technicians or behavioral health technicians to consult with and model for teachers on behavioral strategies to support students in classroom and other larger school settings (i.e. recess, lunch).

Finally, OUSD's Special Education team seeks partnership to support with medication assessment and management:

- Part-time (0.4-0.6 FTE) psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services across all IEP Mental Health Programs offered through the OUSD Special Education Department..

Contractor must maintain all documents in accordance with FERPA regulations. Records by student, clinician, service and district are to be maintained in the District's adopted Student Information System. Contractor will work cooperatively with Special Education Department members as necessary to complete filing of documents in a timely manner and meet monthly with key Special Education Department members.

Successful bidders will be prepared to meet all District insurance and staffing requirements as stipulated in the attached sample contract.

Provider Outcomes and Deliverables

The outcomes for this work will include:

- All eligible students receive consistent services from a qualified provider as indicated in Individualized Education Programs (IEPs);
- Families are actively engaged as key partners in their child's therapeutic treatment planning;
- Students receive consistent milieu support to address the behavioral manifestations associated with their mental health needs, resulting in a decrease in undesired/harmful behaviors;
- Staff at campuses with mental health programming receive professional development and report greater efficacy interacting with and serving youth with mental health needs;
- Students progress in their treatment sufficiently to spend more time in the general education setting over time.

Proposal Evaluations And Scoring

This request is designed to select the proposer that works best for the District. Award(s) will be to the best value responsible Vendors who submit responsive proposals based on the evaluation criteria established in the RFP. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

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

Best Value Scoring

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

Best Value Points	
Value Category	Maximum Points
1. Ability to Provide Qualified and Appropriately Trained Staff	35
2. Prior Experience Leading Mental and Behavioral Health Services for Diverse Students Experiencing Trauma	20
3. Ability to Collaborate and Coach Meaningfully with Site Personnel and Families as Full School Partners	15
4. Ability to Develop and Implement Site-Based Trainings regarding Mental and Behavioral Health	15
5. Annual Cost To The District	10
6. Cover letter/statement of intent and References	5
Total	100

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 requirements – 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 solicitation requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Submission Instructions

Proposals shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **February 6, 2026 at 2:00 p.m. pst.**

Proposal shall be submitted with subject line:
“RFP Proposal # 26-167PEC IEP MENTAL HEALTH SERVICES”

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

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 3:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

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

Local and Small Local Business Program

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

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

Proposal Format

1) Oakland Unified School District Application

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

3) **Ability to Provide Qualified and Appropriately Trained Staff:** *(Include section title in proposal)*

In a maximum of five (5) pages. Provide a detailed description of your proposed staffing for the area of work covered, including agency/organization supervision and staff support structures. Describe your organization's recruitment practices, including any steps you take to ensure staff who represent the culturally and linguistically diverse communities they serve. Describe strategies you use to retain strong personnel. Describe your staff development and training processes.

4) **Prior Experience Leading Mental and Behavioral Health Services for Diverse Students Experiencing Trauma:** *(Include section title in proposal)*

In a maximum of five (5) pages. Explain your experience providing behavioral and mental health services to public school students with disabilities, particularly in diverse, urban school districts. Indicate how many years your organization has been providing mental health and behavioral health services. Focus specifically on prior experience working with students who have experienced childhood trauma or other adverse childhood experiences.

5) **Ability to Collaborate and Coach Meaningfully with Site Personnel and Families as Full School Partners:** *(Include section title in proposal)*

In a maximum of five (5) pages. Indicate whether the proposal covers all required services or part of the required services. If applicable, indicate specific school campuses addressed in the proposal. Describe any past practices and/or plans to collaborate with teachers and staff in providing evidence-based practices to support students' behavioral and emotional needs. Share your organization's vision for family/caregiver engagement.

6) **Ability to Develop and Implement Site-Based Trainings regarding Mental and Behavioral Health:** *(Include section title in proposal)*

In a maximum of five (5) pages. Describe the evidence-based methods and interventions that providers will utilize, including staff professional development and training plans. Specifically address how staff utilize techniques to support students who have experienced trauma and how staff are trained to differentiate therapeutic techniques for students with mental health needs who have developmental or intellectual disabilities. Provide a summary of any related professional development that your organization has led for schools in the past. Share a list of recommended professional development experiences to build campuses that fully support and include students with emotional-behavioral disabilities.

7) **Annual Cost To The District:** *(Include section title in proposal)*

Describe the costs associated with the services and staffing indicated in the proposal. Provider shall return a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the standard Price Template located in Exhibit D (Proposal Price Form) on page 23 or submit their own price document.

8) **References:** *(Include section title in proposal)*

Provide at least three (3) references, including name, title, organization, email and phone. Providers can complete the standard Reference Template located in Exhibit C on page 21 or submit their own reference document.

9) **List of Exhibits:** Complete all the Exhibits.

Oakland Unified School District Application

Company Name:			
Address:			
Primary Contact Person: Title:		Secondary Contact Person: Title:	
Email:		Email:	
Telephone #:		Telephone #:	
Website (if applicable):			

Is your organization applying for all aspects of the RFP?	☐	Yes
	☐	No
Is your organization applying for only parts of the RFP?	☐	Yes
	☐	No
Is your organization prepared to fully deliver the required mental health services, including clinicians, mental health/behavioral technicians, coaching support, home visits, professional development, psychiatrist medication assessment/management, and IEP participation, as outlined in the RFP?	☐	Yes
	☐	No

Tax Classification:	☐	Individual
	☐	Corporation
	☐	Partnership

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

--	--

List Of Exhibits

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

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

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

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

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

***Contract Insurance Requirements may be subject to change**

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

If having a hard time opening templates, please email procurement@ousd.org for a copy.

Signature

Print Name

Title

Date

Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.
All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with <u>ANY</u> contact with students	Contractors/Vendors with <u>NO</u> contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate Certificate Holder must read: <i>Oakland Unified School District;</i> <i>ATTN-Risk Management;</i> <i>1011 Union St, Site 987; Oakland, CA 94607;</i> 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. <u>For Agency Vendors</u> a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) “All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.” “ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.” “Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.” <u>For Individuals (Non-Agency Vendors)</u> a) TB Test Results b) Fingerprinting (how to instructions at a later time)	1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate Certificate Holder must read: <i>Oakland Unified School District;</i> <i>ATTN-Risk Management;</i> <i>1011 Union St, Site 987; Oakland, CA 94607;</i> 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured

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

Exhibit C: References

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Exhibit D: Proposal Price Form

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit E: Terms and Conditions

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

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

propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

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

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

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

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

MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

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

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

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

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

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

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

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

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing

and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

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

18. Time – Time is of the essence.

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

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

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

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

Print Name: _____

Signature: _____

Date: _____

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

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

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

By
Print Name: _____

Signature: _____

Date: _____

Exhibit G: Workers Compensation Acknowledgement

Labor Code § 3700

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

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

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

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

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

Exhibit H: Fingerprinting Notice and Acknowledgement

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

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

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

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

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

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

5. If you are an individual operating as a sole proprietor of a business entity,

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

I, as _____ [*insert "owner" or officer title*] of
_____ [*insert name of business entity*] , have read the
foregoing and agree that _____ [*insert name of*
business entity] will comply with the requirements of Education Code §45125.1 as
applicable, including submission of the certificate mentioned above.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT A

Violent and Serious Felonies

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

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

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of

methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

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

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

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit I: Non-Collusion Declaration

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

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Evaluation Process

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

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

Selection Process

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

Protest Selection Procedure

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

Rosaura M. Altamirano

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

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



Effective School Solutions



OAKLAND UNIFIED SCHOOL DISTRICT

RFP #26-167PEC

**IEP Mental Health Services
for Special Education Department**



973.299.9954



www.effectiveschoolsolutions.com



info@effectiveschoolsolutions.com



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1) Oakland Unified School District Application



Please find the completed Oakland Unified School District Application **on the following pages**.

Oakland Unified School District Application

Company Name:	Effective School Solutions, LLC		
Address:	430 Mountain Ave., Suite 304, New Providence, NJ 07974		
Primary Contact Person: Title:	Eryn Wike	Secondary Contact Person: Title:	Dawn Ortiz
Email:	ewike@effectiveschoolsolutions.com	Email:	dortiz@effectiveschoolsolutions.com
Telephone #:	(512) 945-1110	Telephone #:	(973) 216-7651
Website (if applicable):	www.effectiveschoolsolutions.com		

Is your organization applying for all aspects of the RFP?	☒	Yes
	☐	No
Is your organization applying for only parts of the RFP?	☐	Yes
	☐	No
Is your organization prepared to fully deliver the required mental health services, including clinicians, mental health/behavioral technicians, coaching support, home visits, professional development, psychiatrist medication assessment/management, and IEP participation, as outlined in the RFP?	☒	Yes
	☐	No

Tax Classification: Effective School Solutions, LLC is an LLC. LLC Type: Partnership	☐	Individual
	☐	Corporation
	☒	Partnership

	☐	Non-Profit
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?	☐	No
	☒	Yes
If yes, provide the name of the school/district and briefly detail the dispute.	Please see brief detail attached on the following page.	
Has your company ever had a contract terminated for convenience or default in the prior five years?	☒	No
	☐	Yes
If yes, provide details including the name of the other party:		
Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?	☒	No
	☐	Yes
If yes, provide details:		
Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?	☒	No
	☐	Yes
If yes, provide details:	Please see brief detail attached on the following page.	

OUSD Application Responses

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? If yes, provide the name of the school/district and briefly describe the dispute.

There is no pending litigation that could affect ESS' ability to fulfill this agreement and none involving ESS's California affiliate; however, we offer the following disclosure for transparency. ESS affiliates outside of California have been involved in two lawsuits in the last 5 years, as follows:

Bleasdale v. South Orange Maplewood School District, No. ESX-L-004597-21, was filed in the Superior Court of New Jersey on June 27, 2021 against the South Orange Maplewood School District, certain school personnel, and certain outside partner agencies, including ESS. The plaintiffs are a former student (now adult) and his parents. Plaintiffs sought damages for an altercation that took place between a school security guard (not an ESS employee) and the student. ESS denied liability and contributed a small amount equivalent to nuisance value to the parties' settlement.

Alisa F. et al. v. Freehold Regional School District et al., No. 3:23-cv-20817-RK-TJB was filed by a student and his family in the U.S. District Court for the District of New Jersey on September 29, 2023 against the Freehold School District, ESS, and certain school personnel. Plaintiffs alleged that the District wrongfully precluded the student from bringing his large dog to school with him. Plaintiffs also named ESS, even though ESS had no decision-making responsibility regarding these issues (and none were alleged by Plaintiffs). ESS contributed nuisance value toward a global settlement, pursuant to an August 19, 2024 release agreement, and the plaintiffs filed a declaration in court stating: "Through review of the case file during the course of the Litigation, and through information gathered in connection with the Litigation, we now acknowledge and affirm that Effective School Solutions was not involved in the decision-making process insofar as any discrimination is concerned regarding J.F.'s disabilities or service dog with respect to the Civil Complaint that they filed."

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?

Upon becoming aware of reportable conduct by a former clinician, ESS leadership filed a report with a state licensing board. To our knowledge, the investigation remains pending.

We are aware of two additional state licensing board reports involving ESS clinicians, initiated by parents. To our knowledge, these investigations remain pending. In both cases, ESS believes the complaints are not well-founded, and ESS is supporting the clinicians in their respective responses to these complaints. None of these matters involve ESS's California affiliate.

2) Cover Letter

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

Oakland Unified School District

Rosaura M. Altamirano | Senior Manager, Supply Chain & Logistics

900 High Street, 2nd Floor

Oakland, CA 94601

Re: 26-167PEC IEP Mental Health Services for Special Education Department

Dear Rosaura M. Altamirano:

As a diverse, urban district committed to equity, excellence, and ensuring every child reaches their full potential, Oakland Unified School District (OUSD) faces the challenge of addressing the needs of students whose mental health and behavioral needs widely vary. As part of your commitment to inclusivity, reimagining the school experience, and fostering academic and social emotional success, OUSD seeks a qualified partner to provide comprehensive mental health services. Both national and state data highlight that student mental health challenges are continuing to rise. Statistics from the Mental Health America Report, one of the latest data sources available, indicate the following for California youth in 2024:

13.34%	20.01%	62.4%	8.21%
of youth ages 12-17 reported having serious thoughts of suicide	of youth experienced at least one major depressive episode in the past year	of youth with mental health challenges that did not receive treatment	of youth had a substance use disorder

While the need is pronounced, access to quality care is often limited. Whether based on provider shortages, long waitlists, or insurance barriers, many students do not receive the clinical care they need to be successful in the school environment. **School officials often face a decision between two subpar choices: keep students in the district with poor clinical and academic outcomes or send them out of the district at great financial cost.** As another layer of complexity, school staff are increasingly expected to address challenging student behaviors, often without adequate experience working with learners experiencing mental health issues. With these obstacles comes the opportunity to reconceptualize the role schools play in providing social, emotional, and mental health support.

Why OUSD Should Continue Partnering with Effective School Solutions (ESS)

Increased mental health and behavioral needs require innovative, evidence-based solutions and strong partnerships to move the needle on student well-being. By releasing this RFP, OUSD recognizes the criticality of these needs and seeks to develop a continuum of mental health best practices to ensure all your learners thrive. **ESS is uniquely positioned to help continue building out this continuum of care.** Our multi-tiered approach to K-12 mental health care, including direct clinical programs, professional learning, and consulting services, helps districts introduce mental health best practices and build a school-based



mental health continuum that supports the needs of every student. The alignment of our missions ensures we can collaboratively improve student mental health and outcomes.

ESS has been at the forefront of industry advancements for over a decade, **having a profound impact on clinical and academic outcomes for our most vulnerable students.** Our multi-tiered approach offers a comprehensive union between psychiatric and educational settings, improving student outcomes while helping schools build capacity for sustainable change. With an evidence-based model based on a proprietary MTSS framework, ESS bridges elementary and secondary learning environments with impactful continuity of care.

Our proven approach includes:

- ♥ **In-School Programs for Grades K-12:** Comprehensive, full-time clinical programming embedded in the school day, utilizing the full array of proven ESS clinical protocols
- ♥ **Specialized Protocols:** Targeted interventions for school avoidance, behavioral programming, and neurologically diverse students
- ♥ **Educator Professional Development:** Robust staff training, coaching, and support for mental health awareness and prevention
- ♥ **Family Therapy:** Ongoing support with flexible scheduling, including evenings
- ♥ **Data:** Measurable success in school performance, with real-time dashboard visibility and data collected and assembled for partner districts. We continuously monitor outcome metrics to drive effective individualized treatment plans for every student.
- ♥ **Expert Staff:** Fully licensed, highly experienced clinical professionals dedicated to the success of each ESS student, with personalized staffing aligned to specific district needs
- ♥ **Quality and Risk Management:** Program oversight and ongoing student monitoring to ensure services are consistent with ESS protocols and rigorous safety standards

By partnering to implement culturally inclusive mental health and behavioral support programs that have been proven to improve care, strengthen academics, address trauma, and retain students in-district, we believe that every student can reach their greatest potential. Through the expansion of therapeutic services, OUSD will be able to broaden its mental health safety net, provide equitable access to care for its students, reduce the utilization of therapeutic outplacements, and create educational environments that support the whole child.

We look forward to continuing a partnership with OUSD and working towards shared goals. This proposal is being submitted by Susan Norris, CEO and legal representative of Effective School Solutions. If you have any questions, please reach out to your Director of District Partnerships, Eryn Wike.

Sincerely,

Susan Norris, PhD

CEO and Authorized Signatory

973.299.9954

bids@effectiveschoolsolutions.com

Eryn Wike, M.Ed.

Director of District Partnerships

512.945.1110

ewike@effectiveschoolsolutions.com

3) Ability to Provide Qualified and Appropriately Trained Staff

In a maximum of five (5) pages. Provide a detailed description of your proposed staffing for the area of work covered, including agency/organization supervision and staff support structures. Describe your organization's recruitment practices, including any steps you take to ensure staff who represent the culturally and linguistically diverse communities they serve. Describe strategies you use to retain strong personnel. Describe your staff development and training processes.

Proposed Staffing and Recruitment Practices

Exemplary Staff Qualifications

A key differentiator that enhances the value of working with ESS is the team of experts we have in place. We are focused on the recruitment and retention of exemplary staff members who have relevant experience and reflect the demographics of each of our partner districts. ESS recruitment strategies identify top-tier candidates with the skills to successfully serve our partners. **We have a proven record of recruiting, training, and retaining top talent to meet local needs.** Since mid-2023 alone, ESS has hired over 250 clinical professionals across the country to support district partnerships. We employ over 600 clinical staff members across 12 states.



We work diligently to ensure that candidates are the right fit for each district's unique needs and can be expert collaborators with school personnel. To ensure our staff reflects the diversity within the communities they serve, ESS will work closely with OUSD on appropriate staffing. Consistent with the work we've done with many of our partner districts, ESS will specifically seek individuals who meet OUSD's criteria to support your programming.

Our clinical staff members represent the best mental health providers in the country. They are highly accomplished mental health professionals who have extensive experience treating adolescents with significant emotional and behavioral problems. Site-based clinical staff hired by ESS will be highly qualified California clinicians with experience in child and adolescent psychiatric counseling services.

ESS staff go through an extensive interview process, reference checks, and state-mandated background checks. Credentials are verified, with ongoing annual verifications to ensure ongoing compliance. Staff receive annual performance reviews and weekly clinical supervision from the Regional Director.



They have managed to successfully meet the therapeutic needs of countless students and work with them in school and at home. The staff has become part of our staff and has been embraced in our school family, which speaks volumes of their hiring practices.

Director of Special Services, ESS Partner District

We offer bios of leadership and key staff members who will perform the tasks listed in the scope of service following. The onsite clinical staff will be assigned upon project award. As their bios demonstrate, all individuals assigned to the OUSD partnership have **relevant professional education, experience, and deep expertise** in serving the mental health needs of K-12 students.



Lisa Ciappi, Chief Program Officer

Lisa is a Licensed Clinical Social Worker who has 19 years of experience working with adolescents and families in various settings. She has provided direct care and supervised clinicians within ESS since 2011. Lisa is passionate about the mission of ESS and is vested in seeing students and families succeed.

Alyssa Haley, Director of Quality Management

Alyssa is a Licensed Clinical Social Worker with over 20 years of experience working with children, adolescents, adults, and families. Ms. Haley has extensive training in the areas of depression, anxiety, trauma, play therapy, and the Nurtured Heart Approach®. Alyssa started her social work career working with the homeless, psychiatric population in New York City. Recognizing the need to intervene earlier in consumers' lives, she began to work with adolescents and children. Ms. Haley joined ESS in 2011 and has had many roles within the organization including clinician, Director of Quality Management, and Regional Director. As the Director of Quality Management, Alyssa and her team are responsible for auditing all clinical charts kept by ESS clinicians to ensure fidelity to the ESS model and adherence to our proprietary protocols. She graduated from New York University with a Master of Social Work.

Dawn Ortiz, Regional Vice President of Programming

Dawn is the Regional Vice President of Programming for California. Dawn joined ESS in 2011 as a program coordinator demonstrating a passion for culturally inclusive mental health in schools and its impact on teachers, students, and their families. Since graduating from New York University in 1998 with an MSW, she has worked in various settings ranging from psychiatric hospitals, general education, behavioral and alternative schools, and addiction centers. Dawn oversees Regional Directors who ensure the mission of ESS, which is to allow students and their families to fully benefit from all their district has to offer.

Veronica Garcia Gomez, District Director

Veronica serves as District Director for Oakland and brings over 15 years of experience in the mental health field, with nearly six years of service at the current organization and almost three years in the District Director role. She oversees two programs or 11 staff (7 IOP Therapists and 4 MHTs that provide essential mental health services, supporting the well-being of students, families, and school staff across the district. Veronica's leadership is grounded in a strong commitment to care, integrity, and collaboration. Her steady, people-centered approach emphasizes program quality, accountability, and long-term sustainability, ensuring mental health services remain aligned with school renewal goals and the evolving needs of school communities.

Eryn Wike, Director of District Partnerships

Eryn has been a dedicated professional in the field of education for over 20 years, with a rewarding career in public education as both a teacher and school counselor. It was while serving as an adventure camp counselor that Eryn discovered her passion for helping students overcome challenges to unlock their full potential. In her role at ESS, Eryn is committed to fostering equitable access to mental and behavioral supports for students to ensure their holistic success. In her current role, Eryn is responsible for increasing the footprint of Effective School Solutions in California.

Laine Whitaker, Vice President of Professional Development

Laine has over 16 years of teaching experience serving at-risk youth at the New Jersey State Department of Children and Families, Office of Education. Additionally, she was a High School Dean of Students before transitioning to consulting. Laine is an Advanced Trainer of The Nurtured Heart Approach®, a Certified



Mental Health First Aid® Instructor, and holds several Parenting and Youth Group Facilitator certifications. She has a Social Work Certification from Rutgers University and a master's degree in leadership from Cabrini University. At ESS, Laine uses her knowledge and passion for healthy student engagement to offer professional learning, coaching, and consulting to educators and parents. Laine was also an Adjunct Professor at Cabrini University where she taught a course on social-emotional learning, which she designed for education majors.

Proposed Staffing Model

We offer a consolidated snapshot of ESS' proposed staffing for all scopes of work following.

Site-Based Mental Health Programs
♥ One (1.0 FTE) mental health clinician per classroom
♥ One (1.0 FTE) mental health aide
♥ Part-time (.5 FTE) mental health and behavioral coach or milieu supervisor position per site
Intensive Outpatient and Supplemental Services
♥ Seven (7.0 FTE) mental health clinicians
♥ One (1.0 FTE) Therapeutic Behavioral Services (TBS) clinician
♥ Seven (7.0 FTE) mental health technicians
Medication Assessment and Management
♥ Part-time (0.4-0.6 FTE) psychiatrist
ESS Personnel Value Additions
♥ Supervision and oversight by the ESS Regional Director
♥ Risk management by the ESS Quality Management Clinical Expert
♥ Talent management for staffing continuity, onboarding and training
♥ Regional Vice President support
♥ Floater clinician for site-based coverage, as needed

Supervision and Staff Support Structures

Rigorous Clinical Supervision

A key differentiator that sets ESS apart is rigorous clinical supervision. To be effective, clinicians need the support of an experienced clinical director who provides ongoing programmatic and clinical supervision. Additionally, districts benefit from the assurance that clinicians are getting the support they need to successfully work with high-risk students. To this end, **ESS offers a robust quality and risk management function that is unprecedented among school-based clinical mental health service providers.**

A Regional Director will provide intensive oversight of clinical work being delivered to ensure that all student-centric outcomes are being met and the proper treatment paths are followed. The Regional Director maintains frequent communication with school and district leadership and they also play a critical role in managing and de-escalating high-risk situations.

Quality Management

As another layer of monitoring and reporting, ESS provides an expert Quality Management (QM) Team as a third layer of supervision for all ESS programs. The team includes a director and a team of expert counseling staff dedicated to record and documentation compliance, the highest standards of quality

care, referral to third-party care providers (e.g., for medical issues), and mitigation of high-risk student behaviors. Our QM Team works side-by-side with ESS supervisory staff to continuously monitor the academic and clinical progress of students, ensuring that documentation is consistent with both ESS and professional standards. Additionally, they collect data on a monthly and quarterly basis and make relevant observations and recommendations to OUSD district and school leadership.



The clinical supervision model employed by ESS is nothing short of superior. Their team of highly trained professionals brings a wealth of knowledge and expertise, ensuring that the highest standards of care are consistently met.

Superintendent, ESS Partner District

Strategies to Retain Strong Personnel

ESS is a dynamic company with a strong record of accomplishment, innovation, and growth. As a mission-driven organization, ESS recruits expert staff who share our commitment to addressing the mental health of our youth. ESS deeply values our employees and provides tailored, comprehensive benefit packages and favorable working conditions that foster employee satisfaction.

We support staff growth and retention with the following benefits and perks:

- ♥ **Professional Development:** Staff benefit from opportunities to enhance skills, stay at the forefront of the mental health field, and discover rewarding careers. Staff also have access to complete required CEUs for licensure through our online training database.
- ♥ **Career Pathways:** ESS offers excellent career growth opportunities. We promote from within and look to internal staff for new opportunities before recruiting external candidates.
- ♥ **Clinical Supervision:** We offer a high level of supervision and guidance, ensuring staff have all of the necessary resources to excel
- ♥ **Work-Life Balance:** Site staff benefit from time off tied to school calendars, including flexible summer schedules, to maintain a healthy balance
- ♥ **Manageable Caseloads:** ESS provides manageable caseloads that allow our staff to build meaningful connections with students
- ♥ **Prioritization of Well-Being and Mental Health:** We encourage staff to practice self-care and not take work home with them. We also provide an employer-sponsored subscription for instant access to guided meditations and resources promoting self-care.

Our competitive compensation and benefits packages include a full suite of insurance options, paid time off, referral bonuses, and financial well-being support such as Dependent Care Flexible Spending Accounts and 401(k) with employer contributions.

Staff Development and Training

We are committed to delivering equitable, inclusive, and culturally responsive mental health services that reflect and honor the diversity of the communities we serve. Our clinicians are trained in cultural humility, anti-bias practices, and trauma-informed care, ensuring that students from diverse racial, ethnic, linguistic, socioeconomic, and neurodiverse backgrounds receive services in an affirming environment.



Services are provided in students' primary languages when feasible, and all interventions are tailored to respect cultural values and norms. ESS integrates the CASEL framework to support inclusive social-emotional learning outcomes and reduce disparities in mental health care access.

ESS has a robust, continuous professional development plan for our staff. Clinicians regularly participate in ESS learning opportunities including treatment team meetings, individual supervision, supervision groups, and continuing education that advances knowledge of clinical skills throughout the school year.

Our training includes the following tiers to ensure we provide highly qualified staff:

- ♥ **New Staff Training:** New Staff Training is for new employees to learn all the policies and procedures to ensure success in the school program. Content includes a mandatory 4-week group to assist new Coordinators and New Lead Clinicians in the management and development of ESS programming and district partnerships, understanding and implementing ESS policy and procedures, effectively using our technology, and understanding our programming and data.
- ♥ **ESS Training Program:** The ESS Training Program allows staff to strengthen skills and keep up with advances and trends in the mental health field. Targeted training includes policies and procedures, standards, clinical staff training, HIPAA, FERPA, suicide prevention, self-injury, boundaries, racial awareness, and state-specific abuse and neglect training.
- ♥ **ESS Development Program:** The ESS Development Program ensures that all our employees operate at a high level and possess similar skills and knowledge. The program is divided by skill level and includes a Pre-Licensed Clinician Development Program, Mid-Level Clinician Development Program, Seasoned Clinician Development Program, and Supervision Groups. Supervision groups offer meaningful, ongoing opportunities for ESS clinical staff to come together for process, support, and education. We discuss programmatic opportunities, best practices, group facilitation, rapport building, family therapy, cultural diversity, behavior protocols, neurodiversity, substance use, cultural responsiveness, trauma, managing difficult conversations, and resources to support staff and students.



Having a close working relationship with our clinician has been priceless to say the least. She has helped both our students and families with the critical care and support they need which in turn allows us to focus on the educational needs. Mental health needs continue to be at a critical level in our community and beyond. This resource has been an immense value to our school community.

Principal, ESS Partner District

4) Prior Experience Leading Mental and Behavioral Health Services for Diverse Students Experiencing Trauma

In a maximum of five (5) pages. Explain your experience providing behavioral and mental health services to public school students with disabilities, particularly in diverse, urban school districts. Indicate how many years your organization has been providing mental health and behavioral health services. Focus specifically on prior experience working with students who have experienced childhood trauma or other adverse childhood experiences.

Who We Are: A Legacy of Experience and Proven Outcomes



ESS is a recognized leader in school-based mental health, proudly impacting the lives of students, families, and school communities for 16 years. **Since 2009, we have provided high-quality, in-district clinical programming for students with emotional and behavioral challenges.** ESS represents an innovative combination that brings the best practices of the mental health treatment domain to the school setting. We partner with districts to reinvent K-12 mental health so all students can thrive socially, emotionally, and academically. Our support for districts includes a full range of Multi-Tiered Systems of Support-aligned programs, codified in our MTSS Framework for Mental Health. We outline our proprietary, evidence-based programming within **Section 5**).

We began as a private therapeutic day school, an out-of-district placement for students who could not be served in their home district. From that experience came an idea - why couldn't the same type of clinical programming be adapted and offered within the four walls of a school building so students could be retained in their district? From this simple idea, ESS was founded.

Transforming Student Lives

One School District at a Time.

Because every child deserves to reach their full potential.

Starting with two partner districts, we now serve over 6,000 students in over 120 school districts across 12 states each day, including a diverse array of urban, rural, and suburban districts. During the 2024-2025 school year, we provided over 540,000 interactions with nearly 8,600 students.

We also have an extensive professional development, consulting, and coaching presence in many districts. Our experience is broad and deep, with partners throughout California, Connecticut, Illinois, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Texas, Virginia, and Wisconsin.

Additionally, ESS has an established relationship with OUSD, providing intensive outpatient services for students with severe emotional and behavioral challenges. The ESS approach has included intensive clinical programming, clinical supervision, quality management, extensive collaboration with OUSD staff and robust data collection. Since working with OUSD, ESS has flexibly pivoted to meet district needs and successfully supported district goals, including reducing reliance on counseling-enriched classrooms. As evidence of our staffing proficiency and focus on establishing positive relationships with our district partners, ESS staff members have embedded themselves into your district culture and have come to be viewed as extensions of the OUSD faculty. Through this procurement, we are privileged for the opportunity to grow our relationship and continue supporting the staff, students, and families of OUSD.



As OUSD has observed firsthand, children and adolescents are experiencing an increase in mental health challenges. To address this complex crisis, **ESS has pioneered a new model of in-school intervention**, developing an innovative approach that has improved how students with emotional and behavioral problems are being educated.

ESS is committed to providing the highest quality of care and **supporting students in the least restrictive environment**. We work tirelessly to ensure our offerings are evidence-based, meet reviews at state and national levels, and demonstrate efficacy. All interventions used in the ESS therapeutic care model are grounded in research and years of clinical experience. Our programs have been codified in detailed proprietary protocols and include the range of services requested by OUSD.

Our comprehensive clinical programming utilizes evidence-based practices to provide therapeutic support to students with the highest level of needs. Through direct clinical treatment incorporating group therapy, individual therapy, family therapy, and family support groups, coupled with robust supervision and quality and risk management, **ESS has created the gold standard for in-school clinical programming**. We are not simply a clinician placement service. Our clinicians work with highly structured, proven clinical protocols to support at-risk students most effectively. As a result of experience, data, and new research, our comprehensive protocols are constantly improving, creating an inclusive framework that accommodates each student individually.



The ESS staff members have ingrained themselves into the culture of each building site and have come to be viewed as extensions of our district faculty.

SpED Director, ESS Partner District

Thought Leadership and Advocacy

ESS is a respected industry thought leader with an unwavering commitment to integrity and ethical standards. **As a leading provider of in-school mental health services to students with emotional and behavioral challenges**, we introduce mental health best practices and innovative clinical programs into the traditional school day, providing each student with comprehensive support tailored to their needs. As part of our mission, ESS is focused on advancing and advocating for school-based mental health on a national level. As leaders and innovators, we share our experience and expertise through research, articles, webinars, podcasts, and guides to support mental health. ESS is advancing mental health on a range of issues, with resources frequently published in news outlets across the country.

Understanding the Complexities of Serving Diverse Learners and Urban Education

Schools may be an especially effective way to promote access to care for youth who are historically underserved, such as racial or ethnic minorities. **We have a deep understanding of the complexities of urban education, inequity, and the achievement gaps that often accompany marginalized and at-risk students**. We proudly support urban districts across the country with high-quality mental health services, including Salem City, Neptune Township, Carteret, Roselle, and Newark in New Jersey, Bridgeport in Connecticut, Steelton-Highspire, Wilkinsburg, and Harrisburg in Pennsylvania, and Oakland Unified and Redwood City in California.

Through equity focused approaches to care, ESS tracks student performance using numerous quantitative and qualitative metrics, including subgroup performance, to ensure we are addressing disproportionality in the provision of all services.

Experience Working with Students Who Have Experienced Trauma or Other Adverse Experiences

ESS is an experienced leader in providing therapeutic support for students who have experienced trauma. We offer specialized protocols for addressing a variety of targeted needs, including bereavement counseling. Our trauma-informed psychoeducational group curriculum includes dealing with loss and grief, and we have staff members specifically trained in providing grief counseling.

Our model also includes a whole-school approach to supporting students by viewing behaviors and actions through a trauma-based lens. To support dealing with different types of traumas, our proprietary Trauma Attuned Model® is a relationship-based, evidence-centered approach to supporting student development, fostering student and educator resiliency, and promoting healthy growth and achievement. Professional learning series takes educators through a foundational understanding of what trauma is, how it manifests as student behaviors, and what educators can do to foster student resiliency. It helps adults strengthen their resilience through awareness of trauma and its effects on overall health, development, and success. When adults strengthen and model their resiliency, it will naturally strengthen the resiliency of the students in their care. It is a powerful way to become more attuned to the traumas of self and others and to promote healthy growth and achievement. The ESS Trauma-Attuned Model® provides a meaningful, effective framework for supporting students who have experienced trauma.

Being trauma attuned means:

- ♥ **Realizing** the prevalence of trauma in the population
- ♥ **Recognizing** the effects of trauma on students, staff, parents, and school
- ♥ **Responding** by putting this knowledge into practice in the classroom, group sessions, individual and family therapy
- ♥ **Creating** nurturing environments that allow for emotional regulation practice and do not present triggers for students

We use a variety of techniques and approaches to achieve these goals, including:

Trauma Education	The Nurtured Heart Approach®	Emotional and Self-Regulation Techniques	Reset Plans
Strengths Based	Safety Contracts	Observation and Coaching Sessions	Feedback Sessions

To further support closing the achievement gap through a whole-school culture focused on equitable achievement, ESS offers specialized professional development on culturally informed practices and racial trauma. A primary tenant of a successful professional learning approach to disproportionality is a trauma-informed practice model. The model should be broad-based, including trauma caused by poverty, violence, and racism, as well as the other documented sources of trauma that students have experienced.

Our professional development offerings include the following:

- ♥ **The Trauma Attuned Model® Addressing Racial Trauma and Cultivating Belonging through Trauma-Attuned Learning Environments:** Enduring experiences of discrimination, intimidation, microaggressions, bias, and systemic inequities significantly affect the mental health and academic achievements of people of color. This training introduces the concept of racial trauma within communities of color. Educators will gain insights into effectively understanding and addressing the needs of students of color to foster safe and supportive learning environments.
- ♥ **The Trauma Attuned Model® Culturally Informed Practices:** Educators will uncover the bedrock of a trauma-attuned approach through self-awareness. They gain insight into triggers and biases and understanding their impact on students while exploring the integration of the child/caregiver/educator relationship within cultural and contextual contexts. Participants learn to effectively collaborate with students by embracing these essential factors, navigate the nuanced distinctions among cultural competence, sensitivity, reciprocity, socio-cultural attunement, and humility, and actively engage with trauma-attuned techniques to foster cultural humility. Educators elevate their expertise and broaden insights in this transformative workshop.



We were struggling with how to best support some of our “trauma-affected” students, whose behavior was having an adverse impact on staff, students, and the overall climate of the building. The ESS workshop was a game-change for us. The strategies presented were applicable to ALL students. Now, every day, I see my staff emphasizing the positive as they build relationships to help the students become the best version of themselves.

Principal, ESS Partner District

Outcomes Aligned to OUSD Needs

As an experienced and trusted provider, ESS has a strong research foundation with proven results. **Our services not only improve clinical outcomes, but also have a significant impact on academics, chronic absenteeism, and disciplinary incidents.** In addition, we provide a pathway for students to remain in their school of origin where they can benefit from all the rich academic, social, and co-curricular opportunities that OUSD offers. Our clinical care is grounded firmly in research-driven best practices. ESS tracks data on every student who receives our services, collecting objective measurements on the impact our programming has on student mental health. Programming effectiveness is demonstrated in our results. Please see our key success measures from the 24-25 and 23-24 school years following.

2024-2025

97%	91%	40%
of students prevented from therapeutic outplacement	of parents and caregivers saw an improvement in their child’s behavior or mental health	reduction in absences for students with chronic absenteeism

52%	+1
decrease in suspensions for students with history of severe disciplinary issues	Academically struggling ESS students increased their GPA by one full letter grade

2023-2024

95%

percent of Students prevented from an ODP¹

34%

average reduction in absences for students with Chronic Absenteeism²

59%

decrease in Suspensions for students with severe disciplinary issues⁴

+1

GPA
one full letter grade GPA increase⁵

Third-Party Validations

Efficacy studies by the Yale University Child Study Center found **significant improvements in grades, discipline, and attendance for students participating in ESS programs**. They also identified a strong correlation between the dosage of treatment and student improvement. External evaluations from the Yale Child Study Center show the following for ESS programming:



31% decrease in absences



35% decrease in disciplinary incidents



56% reduction in hospital stays



23% reduction in intensive outpatient referrals



65% of Tier 3 students maintained or increased their GPA

An additional study by Interactive Educational Systems Design, Inc. (IESD), a third-party research firm, discussed the most effective approaches to the treatment of students with mental health challenges and how ESS clinical programming aligns with their findings.

Satisfied Educational Partners

Our ability to meet a variety of district needs is at the core of our value proposition. Our educational partners are highly satisfied with ESS across mental and behavioral health services. In a 2025 customer survey, respondents signaled high satisfaction across ESS's core product offerings.

District staff indicated numerous reasons for partnering with ESS, including:

- ♥ Improving student mental health outcomes
- ♥ Helping students with emotional and behavioral needs improve grades, discipline, and attendance
- ♥ Providing additional support and capacity for existing school staff
- ♥ Reduce the number of students placed out-of-district for intensive clinical services

5) Ability to Collaborate and Coach Meaningfully with Site Personnel and Families as Full School Partners

In a maximum of five (5) pages. Indicate whether the proposal covers all required services or part of the required services. If applicable, indicate specific school campuses addressed in the proposal. Describe any past practices and/or plans to collaborate with teachers and staff in providing evidence-based practices to support students' behavioral and emotional needs. Share your organization's vision for family/caregiver engagement.

Proposed Services

ESS' proposal covers the full scope of work required by OUSD. ESS brings longevity and proven expertise to this project **and the flexibly to support any campuses required by OUSD**. ESS has sufficient staffing, resources, and capacity to support the proposed work. With 16 years of experience, innovation, and impact, our proprietary model is both evidence-based and time-tested.

Our robust clinical services include multiple modalities of therapy, including ongoing individual, family and group therapy, and psychoeducation to help decrease mental and behavioral symptoms and address difficulties in coping with the social environment. **ESS programming is aligned with the most effective approaches to treating mental health disorders in children and adolescents.** Our programming meets research-based criteria for effective school-based programs.



From the very beginning of clinical work with students, **ESS staff conduct intake and comprehensive clinical assessments to develop an understanding of the presenting concerns for each student and family circumstance.** We have created a proprietary evaluation and screening tool that provides both objective and subjective components. We also use several external evidence-based tools, including the Columbia Suicide Severity Rating Scale (C-SSRS), Answer Suicide Screening Questions Scale (ASQ), Trauma Focused-Adverse Childhood Experience Questionnaire (ACE), Behavior Assessment for Children (BASC), General Anxiety Disorder Screener (GAD-7), and Patient Health Questionnaire (PHQ-9). These instruments are utilized throughout treatment at set intervals to assess the current presentation and compare progress against the baseline for a student. From the collection of information from the clinical interview, and any relevant information available from the school, **ESS clinicians develop individualized treatment plans with the course of intervention that will best address the student and family's needs.** Ongoing assessments ensure students are receiving the appropriate level of care and inform applicable treatment updates, as appropriate.



As more expectations are placed on school districts to address students' mental health, our partnership with ESS is something we rely on and know that our students are receiving the best care possible from industry experts.

Director of Special Education, ESS Partner District



Clinical services for students in the site-based mental health programs include:

- ♥ **Safe and ethical clinical interventions**, consistent with the needs of the student and family, that promote and sustain social, emotional, academic, and mental health stability
- ♥ **Weekly individual therapy** tailored to the student's emotional, social, psychiatric, and cultural needs
- ♥ **Group therapy** utilizing the ESS group psycho-education library and topic rotation schedule as well as open process groups focused on specific areas of student need
- ♥ **Extensive family support** including weekly family collaterals, twice monthly family sessions, and monthly evening parent support groups
- ♥ **Specialized behavioral protocols** include helping manage classroom-wide behavior intervention system and individual plans, as well as collaborating on updates, as needed
- ♥ **Milieu Support** includes clinician response to urgent interventions for students who spend time in mainstream, general education. Sessions are in addition to regularly scheduled therapy and provided as additional support for students struggling in the school day.
- ♥ **School avoidance protocols** including phone coaching, collateral outreach, and home visits to support the student in successfully attending school
- ♥ **Crisis intervention** including psychiatric and behavioral de-escalation, crisis screenings, and assessment
- ♥ **Collaboration and collateral work include consistent coordination of care** with outpatient mental health providers, referrals, and OUSD staff to ensure all social, emotional, educational, and psychiatric needs are being met

To continue supporting the behavioral, mental health, and social-emotional well-being of students and their families in OUSD, ESS offers flexible implementation models based on evolving district needs. **Working with OUSD as a partner, ESS will adapt our proven model to the unique needs of your district and students, with our expert clinicians titrating clinical supports based on acuity level.**



One of the greatest strengths we've found with ESS is that they're flexible, they're adaptable. They see the need and they present a solution that's viable.

Director of Education, ESS Partner District

The frequency of services is based on the unique programming for each ESS student. We offer a comparison of Tier 2 and Tier 3 programming models related to therapeutic frequency **on the following page**. We also offer a hybridized program that includes both Tier 2 and Tier 3 students and combines these elements of care. This flexible approach enables us to serve more students and provide even stronger outcomes for students and families.

Program Model Details	Site-Based Mental Health Programs	
	Tier 2 Moderate	Tier 3 Intensive
Student Acuity	Moderate	High
Caseload	15-18	10-12
Time in Program	4-8 weeks+ or full school year if indicated in IEP	Full school year+
Individual Therapy	Weekly	Weekly
Group Therapy <i>Max = 10/group</i>	As Needed	Daily
Family Therapy	as needed	Bi-weekly
Family Outreach	Weekly and as needed	Weekly and as needed
Parent Support Group	As needed	Included
Urgent & "Push-In" Support	As needed	Included
Clinical Supervision	Included	Included
Quality and Risk Management	Included	Included

Intensive Outpatient and Supplemental Services

Mental health clinicians to provide the following services pursuant to students' IEPs

- ♥ Intensive outpatient Program
- ♥ Crisis support
- ♥ Parent/family counseling and support
- ♥ Agency linkages/collateral outreach and collaboration
- ♥ Home visits (*quarterly/monthly for high risk students*)
- ♥ Teacher education and support
- ♥ Site team consultation
- ♥ Psychiatric consultation and support

Medication Assessment and Management

ESS offers medication management, evaluation, and ongoing monitoring. In accordance with school-based screening processes, a student is seen by appropriate OUSD staff, such as a school counselor, for initial screening. If determined that a student requires psychiatric medication management and maintenance, determined personnel will contact the provider to provide clinical information, and the parent/guardian will be given the time and login information for their appointment.

As part of this support:

- ♥ OUSD will request a psychiatric assessment, or the need will arise via the screening process
- ♥ ESS will assign a psychiatrist from its network to conduct a virtual assessment for the student
- ♥ ESS will support the student through the lifecycle of care with the psychiatrist, including psychiatric assessments for the purpose of prescribing medication and any subsequent medication management checks

In addition to clinical services, ESS works directly with school staff to create a trauma-sensitive learning environment that supports the needs of all students. This involves providing educators with professional development and implementing schoolwide policies and practices that promote safety and well-being for all students. We detail these Tier 1 services in [Section 6](#)).



Comprehensive Reporting Capabilities

ESS has a longstanding track record of success within the focus areas that OUSD has identified. Our growth has been fueled by a relentless focus on data and the proven impact our programming has on student mental health and academic outcomes. All clinical services are documented and substantiated in a comprehensive ESS electronic health record aligned to professional standards. To demonstrate our outcomes, ESS collects and provides a quarterly objective data “Report Card” to OUSD leadership.

ESS Report Cards provide the following data points:

- ♥ Executive Summary
- ♥ Students’ progress related to grades, discipline, and attendance
- ♥ Out-of-district (ODP) placement data (retention and prevention rates)
- ♥ Cost analysis
- ♥ Professional development activities
- ♥ Results of Parent Satisfaction Surveys

In addition, OUSD can access real-time data on student impact via the MindBeat Pulse™ dashboard. The dashboard provides a daily snapshot of actionable data, allowing OUSD to see progress as it’s happening.

Dashboards include:

Enrollment report	Service and engagement	Educational impact
Academic performance compared to baseline	Student mental wellness ratings	Detailed service delivery exports

Teacher and Staff Collaboration

A pillar of ESS’ in-school mental health programs is facilitating a team approach. ESS collaborates extensively with district and school-based teams to support program planning, implementation, and evaluation. We work diligently to create an environment conducive to open dialogue, collaboration, and the sharing of insights regarding student well-being. **As partners, ESS and OUSD will develop a collective understanding of student challenges, leading to informed decision-making.**

**ESS ensures seamless integration with existing district supports
by aligning services with the structures and personnel already in place**

Clinicians participate in regular team meetings, contribute to student support planning, and consult on behavioral and academic interventions. ESS collects and actively engages in ongoing data reviews and analysis sessions with district stakeholders. ESS experts will work collaboratively with stakeholders to identify patterns, trends, and potential areas for intervention. The goal is to extract meaningful information that guides the development of targeted strategies. As part of our partnership, ESS has a regularly scheduled cadence of administrative meetings to review student progress and collaborate with building leaders on program goals and Key Performance Indicators (KPIs).

As part of our partnership, we will regularly collaborate with OUSD personnel in the following ways:

- ♥ **Weekly administrative meetings** with school social workers, counselors, SAP team, guidance, and school administration to review student’s progress



- ♥ **Monthly Director of Special Services Meeting** to review program impact at each site
- ♥ **Quarterly Superintendent, Assistant Superintendent, Director of Special Services, and other Key Stakeholders Meetings** focused on overall program progress, KPIs, and an objective data review of therapeutic progress and impact
- ♥ ESS will attend **MTSS, IEP, and Section 504 committee meetings** and provide consistent feedback on social/emotional goals and related service
- ♥ **Monthly report** outlining adherence to student's IEP goals and objectives
- ♥ **Consultation to case managers** to review potential ESS referrals and attend meet-and-greets with families to facilitate referrals

Family, Parent, Guardian, and Caregiver Engagement

At ESS, we understand that working with families is indispensable to students' success. As such, **family involvement is a primary tenet of our approach**. Studies show that students whose families participate in therapy experience a higher rate of successful treatment. It is a tremendous benefit for families to have comprehensive programs available to them at no cost, right at their children's schools, especially in areas where mental health services may be thin or non-existent. The provision of this therapy as part of the ESS program is a significant differentiator from what school social workers can provide. Family engagement is emphasized beginning with the initial contact and throughout the student's enrollment in ESS. **With families and OUSD as partners**, ESS programming ensures that every student is positioned to receive high academic and wellness outcomes. ESS offers the following regular, two-way communication with parents or guardians:



- ♥ **Therapy:** Family/caregiver counseling is essential to any effective clinical program with children. Therapy is offered during the day and one evening per week. It offers the chance for students to share their thoughts and feelings with parents/guardians, as well as support the parent/guardian with understanding students' disabilities.
- ♥ **Open Houses:** ESS builds a sense of community and creates a bond among the ESS cohort of families. These ongoing events, designed around the interests of ESS families, help develop mental health awareness and foster strong home/school connections.
- ♥ **Support Group:** Monthly support groups are for parents/caregivers of children struggling with emotional and behavioral problems. Groups include psychoeducation and provide a safe environment to learn from each other and understand that they are not alone in the challenges they may be facing with their children. ESS clinicians facilitate these sessions and work closely with parents/caregivers to build comfort in their attendance.
- ♥ **Newsletter:** ESS distributes *Solutions*, a monthly newsletter for parents, guardians, and caregivers. Each issue highlights an important topic related to children's mental health and provides practical applications for the home environment.

As part of ongoing services, ESS interacts with parents to keep them informed about student progress. This includes the supports outlined above, weekly phone calls, and phone coaching to help parents support positive behaviors at home. Parent surveys provide additional feedback to shape ESS programming and how we serve families to support student mental health.

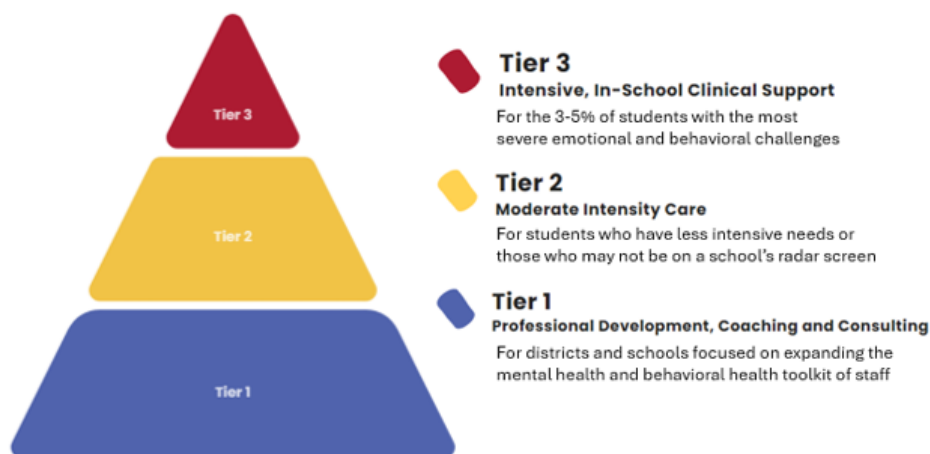
6) Ability to Develop and Implement Site-Based Trainings Regarding Mental and Behavioral Health

In a maximum of five (5) pages. Describe the evidence-based methods and interventions that providers will utilize, including staff professional development and training plans. Specifically address how staff utilize techniques to support students who have experienced trauma and how staff are trained to differentiate therapeutic techniques for students with mental health needs who have developmental or intellectual disabilities. Provide a summary of any related professional development that your organization has led for schools in the past. Share a list of recommended professional development experiences to build campuses that fully support and include students with emotional-behavioral disabilities.

Evidence-Based Methods and Interventions

Effective School Solutions (ESS) partners with school districts to deliver in-school, high-impact mental health programs for students with intensive emotional and behavioral needs. Our proven, holistic approach to mental health and behavioral support is based on our proprietary Multi-Tiered Systems of Support (MTSS) Framework for Mental Health. This powerful model consists of three tiers of support designed to meet the unique needs of students in the school environment and ensure that every student receives differentiated treatment based on the intensity of need.

Tailored to meet individual student needs, our mental and behavioral health continuum of care enhances student well-being, academic performance, and fosters a positive school culture. Through our programs, we remove barriers and provide equitable access to care so that every student can thrive emotionally, academically, and positively contribute to the overall school community. Our solutions greatly enhance the quality of the educational experience of students with moderate to severe mental health issues, with targeted, specialized protocols for school avoidance and behavioral issues.



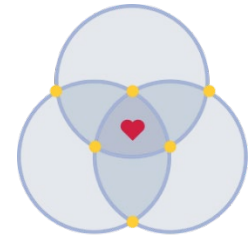
The ESS Multi-Tiered Systems of Support (MTSS) Framework for Mental Health

Differentiating Techniques to Meet Individual Student Needs

ESS is committed to providing the highest quality of care and supporting students in the least restrictive environment. We work tirelessly to ensure our offerings are evidence-based, meet reviews at state and national levels, and demonstrate efficacy. All interventions used in the ESS therapeutic care model are grounded in research and many years of clinical experience. Our programs have been codified in detailed

proprietary protocols and include the services requested by OUSD. Our comprehensive clinical programming utilizes evidence-based practices to provide therapeutic support to students with the highest level of needs.

ESS has extensive, specialized protocols for managing challenging behaviors. Clinicians utilize the full array of proven ESS protocols while under the supervision of seasoned ESS leadership. In addition to upfront clinical training and ongoing supervision, ESS staff members follow specific protocols that we've developed for behavioral programming, students on the autism spectrum, students who have experienced trauma, and school-avoidant students. The theoretical underpinnings of our work, methodology for how our staff supports students who have experienced trauma, and our differentiation of therapeutic techniques for students with mental health needs, developmental disabilities, or intellectual disabilities are differentiators that set ESS apart.



Mental Health Services for Students Who Have Developmental or Intellectual Disabilities

As one example of our proficiency in serving diverse populations, ESS offers specialized dual diagnosis programming for neurodiverse students, such as those on the autism spectrum who also have a co-occurring mental health condition. The Dual Diagnosis Program is specifically for the 83% of intellectually, developmentally, and neurologically diverse students who also carry one or more psychiatric diagnoses such as anxiety, depression, or trauma. Our flexible approach to meeting the needs of diverse students includes evidence-based treatment modalities such as:

- ♥ Cognitive behavioral therapies
- ♥ Mindfulness
- ♥ Social-emotional learning approaches
- ♥ Relationship-based interventions
- ♥ Therapeutic play



I cannot even begin to share the value that this program for students with autism has brought to the Special Education Department and to the students as a whole. In this district, we do everything in our power to ensure students' success. With this program, I can honestly say that as a district, as a department, we are preparing out students for the future. I cannot thank you and your staff enough.

Director of Special Services, ESS Partner District

Mental Health Services for Students Who Have Experienced Trauma

When teachers encounter defiant, angry, or aggressive student behavior, the impulse can be to label the child as “oppositional” or simply “a problem kid.” But it’s rare that a child truly wants to be difficult. Labeling a child as “problematic” or “difficult” is incomplete at best. There is always a root cause that underlies problematic behavior, and often the cause is trauma. All children must weather their share of hurts and fears, but many of students today are shouldering more serious traumas. The types of traumatic experiences these young people have lived through—or might still be living through—run the gamut:

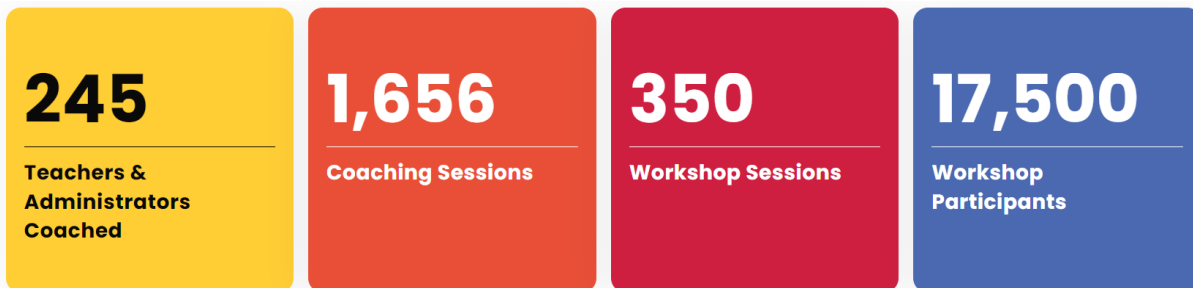
extreme poverty, homelessness, violence, neglect, the toxic effects of racism, parental substance use, and the list goes on. There is no end to the hardships that life can throw at kids. As the educational community continues to learn more about the many aspects of trauma, teachers and administrators have come to understand that trauma doesn't always look like trauma. Children who have experienced traumatic events can manifest any number of behaviors, including aggression. Apart from the emotional fallout of deeply injurious experiences, research has shown that traumatic experiences alter the brain and can affect children socially, emotionally, behaviorally, and academically. Traumatized kids can appear angry, depressed, uncooperative, or distracted. These children may be behaving in unpleasant ways, but what they urgently need is understanding and help.

We are committed to equipping educators with the tools and strategies necessary to create safe, supportive, and nurturing classroom environments. Collaboration is at the heart of our methodology, and we work alongside school districts to develop comprehensive trauma-informed initiatives that align with their goals and values, ensuring a cohesive and sustainable approach to supporting students affected by trauma and adverse childhood experiences.

Professional Development and Training Plans

Tier 1: Professional Development, Coaching, and Consulting

ESS is committed to fostering a supportive and inclusive learning environment through professional development, coaching and consultation as a universal Tier 1 support. We facilitate a culture that supports and nurtures students with social-emotional challenges, and our services are a cultural catalyst for the prioritization of mental health in the school setting. Our workshops educate on the warning signs of mental health challenges, equip participants with skills to manage challenging externalized behaviors in the classroom, and help put social-emotional learning competencies into practice. We provide sessions that build awareness and knowledge on mental health-related issues and create a culture of social-emotional success within the district. We have a fully staffed professional development team with extensive experience in providing group-based professional development and coaching to schools.



Understanding the vital role of prevention-focused mental health support, ESS equips educators with the skills to identify mental health issues, connect students with appropriate care, and understand the impact of trauma on student well-being. Our Professional Development, Coaching, and Consulting Services enhance the knowledge and abilities of school leaders, educators, and parents/caregivers, equipping them to support students facing mental health challenges. **By strengthening these core competencies,** we support districts in fostering more supportive and responsive educational environments.



To improve implementation of restorative practices and support student outcomes, ESS offers:

Expert Presenters and Coaches	Comprehensive, Data-Based Services	A Trauma-Attuned Approach
Our experienced trainers and coaches provide individual, group, and whole-school professional learning with proven outcomes. We offer a multidisciplinary team with extensive experience in mental health and school-based professional development/coaching.	ESS believes that the best professional learning combines group-based sessions and job-embedded coaching backed by robust data. To that end, ESS provides robust training of evidence-based practices that support mental health awareness and prevention.	Our proprietary Trauma-Attuned Model® integrates tools to help educators manage the effects of trauma and resulting behaviors. Tailored workshops, coaching, and booster sessions target district needs and ensure implementation fidelity.

Tier 1 Programming is for districts focused on prevention, teacher preparation, and the creation of a whole school culture of mental health awareness. For districts having a strong set of prevention-focused mental health, universal support is vital. Powerful professional learning for educators is perhaps the most important universal support districts can implement to impact mental health outcomes. It's critical to equip every educator with the knowledge to help identify mental health concerns, direct students to the proper forums for care, and understand the impact that trauma can have on students' lives.

ESS Tier 1 programming offers:

- ♥ Comprehensive mental health professional learning to build educator and parent capacity
- ♥ Coaching and capacity-building initiatives on trauma-informed supports
- ♥ Therapeutic outplacement consulting to identify students who can be successfully supported in the district and manage a return plan

We also provide and train educators on the use of comprehensive rubrics and various measuring tools to validate the efficacy of implementations related to their ESS professional learning. These tools help track progress, measure outcomes, and ensure that practices are having the desired impact on students' stress levels, emotional regulation, and overall well-being. Our approach includes baseline assessments, midpoint evaluations, and end-of-year report cards. **This data-driven process allows for continuous improvement and adaptation of programs to better meet the needs of students and educators.**

Trauma-Informed Practices: Professional Learning and Coaching

ESS provides professional learning and coaching that helps educators understand how trauma and chronic stress affect student behavior, learning, and engagement. Training focuses on recognizing common trauma responses, strengthening supportive adult practices, and creating school environments where students feel safe, supported, and connected. This work is grounded in current research and emphasizes practical, evidence-informed strategies that educators can apply in real time.

Our approach centers on helping adults better understand what is happening beneath student behavior and how their responses shape outcomes. Drawing from neuroscience, attachment theory, and trauma-informed principles, professional learning emphasizes adult regulation, relational safety, and consistent responses across classrooms and teams.

Rather than treating behavior as something to manage or control, educators are supported in viewing behavior as information. Discipline is approached as an opportunity to teach skills, repair relationships, and support regulation. This shift helps reduce escalation, increases predictability for students, and supports staff in responding with greater clarity and confidence during challenging moments.

Recommended Professional Development Experiences

ESS recommends professional development experiences that build shared understanding while allowing flexibility based on school and staff needs. Sessions are designed to strengthen adult capacity, promote consistency across teams, and support educators in responding effectively to student behavior in high-stress moments.

Professional learning experiences may include:

- ♥ Understanding the impact of trauma and stress on behavior, learning, and regulation
- ♥ Recognizing common trauma responses and how they present in classroom and school settings
- ♥ Strengthening adult regulation and awareness of how tone, language, and responses influence student behavior
- ♥ Supporting relational safety and repair following conflict or escalation
- ♥ Building consistent approaches to discipline that prioritize skill development and reintegration

Professional development sessions are interactive and grounded in real scenarios from school settings. Time is dedicated to reflection, discussion, and collaborative problem-solving to ensure strategies are practical, relevant, and immediately applicable.

Past Professional Development and Training Summary

ESS has extensive experience supporting schools serving students with complex emotional and behavioral needs. Our professional development focuses on helping educators move away from reactive responses and toward shared, trauma-informed approaches that are practical and sustainable in real school settings.

We have partnered with schools to strengthen adult consistency, reduce escalation, and improve collaboration among staff. Training reflects the day-to-day realities educators face and focuses on approaches that can be used right away, rather than theoretical models that are hard to sustain. This work supports more predictable environments for students and greater confidence among staff in responding to challenging behavior.

ESS approaches professional development as an ongoing partnership rather than a one-time event. Our work supports schools in building shared understanding, refining practice over time, and strengthening systems that promote safety, connection, and engagement for both students and adults.

Conclusion

ESS understands that trauma-informed practice cannot be sustained through one-time training alone. We provide ongoing coaching and support to help educators integrate these approaches into their daily work over time. Coaches partner with staff to think through real challenges, refine practice, and strengthen consistency across classrooms and teams. This continued support helps ensure that trauma-informed practices become part of everyday routines and decision-making, rather than an added initiative that fades over time.

7) Annual Cost to the District

Describe the costs associated with the services and staffing indicated in the proposal. Provider shall return a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the standard Price Template located in Exhibit D (Proposal Price Form) on page 23 or submit their own price document.

ESS is your partner of choice to meet district mental health needs. As OUSD expands its continuum of mental health and behavioral programming, ESS offers unparalleled flexibility in program structure, with multiple options based on the number of clinicians, cohorts of students served, sites, and therapeutic services needed. With our comprehensive options, we can collaboratively build a tailored program to meet your needs, fit within your budget, and help your students thrive. Together, we will seamlessly integrate ESS programs into your district to improve student outcomes.

Better Outcomes for Students

NPS Return Savings

NPS Prevention Savings

Better Outcomes for Teachers

Understanding how to sustainably fund the expansion of your mental health continuum is essential to providing effective, ongoing care for students. As part of our consultative work, we help identify available funding sources that make paying for these vital services sustainable in the long term. We offer several examples of how our district partners are funding/co-funding ESS programming below.

Reimbursement

ESS understands the importance of districts offsetting some of the costs associated with mental health care for students. We focus on helping schools build sustainable systems to support student mental health, combining education, health, and funding solutions. While awareness of the mental health crisis is high, many schools still struggle to fund the services students need. That's why we built our own internal platform to streamline reimbursement — with no administrative burden on districts. We work directly with schools, policy experts, and Medi-Cal consultants to simplify billing, tap into multiple funding streams, and build long-term financial stability.

These aren't just ideas — they're practical, proven solutions rooted in the belief that schools are critical access points for care. We're committed to helping districts move from conversation to implementation. If your school is exploring how to fund or expand mental health services, we're here to help — because the real question isn't *can* we afford to do this, but can we afford *not to*.

For students who meet eligibility criteria, ESS offers a comprehensive approach to Medi-Cal reimbursement that includes directly inputting student participation into the district's Medi-Cal Reimbursement System or providing detailed reports outlining students' participation in reimbursable services. As another avenue for cost offset, ESS will work with OUSD to explore the possibility of commercial insurance reimbursement for applicable ESS students.

Therapeutic Resident Outplacement (TRS) and Non-Public School (NPS) Placement Costs

Mental health and behavioral issues are increasing in schools across the country as the number of students struggling with mental health challenges continues to rise. Piecemeal approaches without a comprehensive plan, such as simply adding a social worker, barely make a dent. Sending students to specialized therapeutic schools outside the district is a common response, but out-of-district placement (ODP) is less than ideal. In addition to separating students from friends, extracurricular activities, and

social supports that their home school offers, academic achievement often suffers, and the cost to home districts is staggering, as much as \$100,000 or more per student per year. With ESS programming, students can return from ODP or avoid it in the first place, greatly defraying or fully covering ESS operational costs. **As we have seen with many of our partner districts, this can even create a budget surplus.** Reducing therapeutic outplacements with ESS in-school programming could enable OUSD to:

Return currently outplaced students to the district, creating hard cost savings

Reduce the number of students at risk of outplacement, creating cost-avoidance impact

Traditional Federal Funding Sources

ESS programming is frequently fully funded through the braiding or blending of different funding sources, including Title I, Title II, Title IV, and IDEA.

Federal and National Grants

There are considerable multi-year funding opportunities to build and expand your ability to provide robust mental health services to your students.

Conclusion

ESS is your partner for funding sustainable school-based mental health services. We are committed to the long-term impact and sustainability of services beyond the initial contract period. Our services are designed to evolve in response to district needs. Our partnership is grounded in ongoing dialogue and detailed evaluation of clinical needs and district programming to discern where ESS can best complement, amplify, and augment existing district efforts.

Key sustainability components include:

Tiered Transition Plans	Staff Capacity Building	Flexible Models
Clinicians work with school staff to develop customized plans for students transitioning out of intensive services, ensuring continuity of care and support	ESS offers professional development in trauma-informed practices, crisis de-escalation, school avoidance, and culturally competent care to build district capacity	ESS offers adaptable staffing and service models to meet the district's evolving goals, from direct service delivery to consultative support

Please see our completed **Exhibit D: Proposal Price Form** on the following page. In addition, we include a more detailed cost proposal organized by the following response categories:

- ♥ Site-Based Mental Health Programs
- ♥ Intensive Outpatient and Supplemental Services
- ♥ Medication Assessment and Management
- ♥ Professional Development and Training

Pricing includes direct clinical and supervision costs, as well as the listed non-personnel costs. The ESS model also includes additional resources that are vital for the delivery of high-quality school-based mental health care. All costs associated with these capabilities are included in the overall categorical rates.

Exhibit D: Proposal Price Form

Service Description:

Annual Pricing:

Site- Based Mental Health Programs

\$382,900.00 (one site)/\$761,000.00 (two sites)

Intensive Outpatient and Supplemental Services

\$2,105,000.00

Medication Assessment and Management

\$113,700.00

Professional Development and Training

\$170,000.00*

Total Annual Amount of Proposal:

\$3,149,700.00

Additional Fees or Special Request Costs:

Not applicable

*We have modeled out multiple configurations for Professional Learning Services (Professional Development and Training) on the following pages. Working collaboratively with OUSD, we can flexibly tailor your program implementation and sites to meet specific district needs.

Print Name: Susan Norris

Signature: 

Title: CEO

Company Name: Effective School Solutions

Date: 2/4/2026

**ESS Pricing for Oakland Unified School District****RFP #26-167PEC IEP Mental Health Services for Special Education Department**

Site-Based Mental Health Programs	
FTE	Services
One (1.0 FTE) mental health clinician per classroom	Individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support within the school campus, home visits, crisis intervention services, pursuant to students' IEPs, home visits at least quarterly/monthly for high risk students
One (1.0 FTE) mental health aide	Supports Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection
Part-time (.5 FTE) mental health and behavioral coach supervisor position for all sites	Professional development, facilitate team meetings, direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families

ESS Value Additions – Included at No Extra Cost**Personnel**

- ♥ Supervision and oversight by the ESS Regional Director
- ♥ Risk management by the ESS Quality Management Clinical Expert
- ♥ Talent management for staffing continuity, onboarding and training
- ♥ Regional Vice President support
- ♥ Floater clinician for site-based coverage, as needed

Non-Personnel

Data analytic services including quarterly formal reports and MindBeat Pulse Dashboard, Relias Training Platform for staff, Data Storage Warehouse, Arctic Wolf Digital Security Services, Electronic Medical Record (EMR) licenses and secure clinical data storage, furniture to equip therapeutic spaces, implementation start-up meetings, clinician laptop(s)

Annual Pricing for Different Clinical Footprint Options	
One Site	Two Sites (.5 Director included at no cost for 2 nd classroom)
\$382,900.00	\$761,000.00



Intensive Outpatient and Supplemental Services		
FTE	Services	Annual Cost
Seven (7.0 FTE) mental health clinicians	Provide itinerant outpatient counseling services, parent/family counseling, home visits, agency linkages, site team consultation, mental health crisis support pursuant to students' IEPs, home visits at least quarterly/monthly for high risk students	\$1,187,500.00
One (1.0 FTE) Therapeutic Behavioral Services (TBS) clinician	Provide intensive services across settings for youth with disabilities struggling with psychiatric hospitalizations or at risk for hospitalization	\$170,000.00
Seven (7.0 FTE) mental health technicians	Consult with and model for teachers on behavioral strategies to support students in classroom and other larger school settings (i.e. recess, lunch).	\$747,500.00

Medication Assessment and Management		
FTE	Services	Annual Cost
Part-time (0.4-0.6 FTE) psychiatrist	Support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services across all IEP Mental Health Programs offered through the OUSD Special Education Department	\$113,700.00 (.5 FTE)



Effective School Solutions is the best money this district ever spent!

Assistant Superintendent, ESS Partner District



Professional Learning Services			
Components	Example Package Options		
	Option #1	Option #2	Option #3
Administrator Coaching Cohort	Included	Included	Included
AttunED Coaching Cohort <i>Includes 9-12 hours of upfront PD</i>	Included	Included	Included
AttunED Champions®	72 Champions® <i>(6 Champions® at 12 schools)</i>	36 Champions® <i>(6 Champions® at 6 schools)</i>	24 Champions® <i>(12 Champions® at 2 schools or 6 at 4 schools)</i>
8 Individual Coaching Sessions	Included	Included	Included
Group Coaching Sessions	Included	Included	Included
School Professional Learning Services <i>6 hours comprised of 2-hour presentations w/ flexible delivery options</i>	Included	Included	Included
4 Parent Presentations <i>Simultaneous Spanish sessions available</i>	Included	Included	Included
Total Annual Package Cost:	\$415,000.00	\$235,000.00	\$170,000.00

8) References

Provide at least three (3) references, including name, title, organization, email and phone. Providers can complete the standard Reference Template located in Exhibit C on page 21 or submit their own reference document.

ESS is a trusted partner to school districts throughout the country and California, including OUSD. We are deeply proud of the duration of our implementations and value the longevity we experience with many of our clients. We offer the requested references following. We will gladly provide additional references upon request.

As additional evidence of our successful record, we also offer several real-life stories of ESS partnerships that have resulted in a notable decline in therapeutic outplacements, a decrease in suspensions, and improvements in academic performance following the references. Our collection of customer case studies serves as a testament to customer satisfaction with our contract performance, as well as a record of service helping students reach their full potential.

Alisal Union School District	
Contact Name/Title	Diana Garcia, Director of Pupil Personnel Services
Address	155 Bardin Rd. Salinas, CA 93905
Phone Number	831.753.5700
Email	diana.garcia@alisal.org
Services Provided	Wellness Coaches Tier 1, Therapists Tier 2/3
Duration of Services	Tier 2/3 services since May 2022; Wellness Coaches Tier 1 Services since October 2024
Gilroy Unified School District	
Contact Name/Title	Anna Pulido, Student Services Director
Address	7810 Arroyo Circle Gilroy, CA 95020
Phone Number	669.205.4020
Email	anna.pulido@gilroyunifoed.org
Services Provided	Wellness Coaches Tier 1, Tier 2, and Tier 3 self-contained classrooms
Duration of Services	Wellness Coaches Tier 1 since January 2024; Tier 2 since 2021 and Tier 3 self-contained classrooms since 2020

Newark Public Schools	
Contact Name/Title	Dr. Joseph Bresnahan, Office of Special Education Supervisor
Address	765 Broad Street Newark, NJ 07102
Phone Number	973.688.2683
Email	jbresnahan@nps.k12.nj.us
Services Provided	Tier 3, Tier 2, and alternative school
Duration of Services	Since 2018

Success Stories

Newark Public Schools, New Jersey (ESS Partner since 2018)

Newark Public Schools is an urban district with the majority of students coming from single guardian, low-income homes that have experienced trauma. To support these needs, a Tier 3 partnership with ESS began to service classified students in the special education department who were struggling academically and behaviorally. Initially, ESS worked exclusively with their behavioral classrooms from grades K-12. Our partnership evolved to also support the district in other areas, including group, individual and family therapy, as well as on-demand crisis management. The goal has been to help their most at-risk students increase their GPA and attendance while decreasing behavioral incidents. The district also brought back students from out-of-district placements to attend the ESS program, providing cost savings to the district. In addition, ESS works to maintain their at-risk students in the district to avoid students being sent to a more restrictive educational environment.

Santa Maria Joint Union High School District, California (ESS Partner Since 2022)

ESS is an essential resource for providing school-based counseling services to the Santa Maria Joint Union High School District. The district primarily serves marginalized and disenfranchised students who are coping with high rates of trauma, interfering with their ability to learn and succeed in school. ESS staff work to create a safe and supportive environment where students receive the help they need to address trauma and build skills to overcome the challenges they face. Through the use of evidence-based counseling techniques, ESS helps students identify and process their trauma, develop coping skills, and build resilience. This approach recognizes that students who have experienced trauma may require a more comprehensive level of support to address the unique challenges they face. **By providing culturally sensitive and trauma-informed counseling services to both students and families, ESS helps marginalized and disenfranchised students overcome the barriers that have prevented them from achieving their full potential.** The ESS clinical team is comprised of individuals that are from the community with many of them being graduates of the district themselves.

In addition to counseling services, ESS works directly with school staff to create a trauma-sensitive learning environment that supports the needs of all students. This includes providing professional development for educators, implementing schoolwide policies and practices that promote safety and well-being, and fostering partnerships with community-based organizations that provide additional resources.



Hauppauge School District, New York (ESS Partner Since 2021)

ESS supports Hauppauge School District with Tier 3 therapeutic classroom programming at the high school, as well as Tier 3 programming at the middle school. The ESS program is making a critical impact on mental health outcomes for the district, while also creating cost savings for district financial health. The program has been successful in preventing seven students from out-of-district placement (ODP), **creating district cost savings of \$700K in just one year.**

Utilization of services has been high, with 1,108 total services delivered and students receiving an average of 2.9 weekly services. Students in the ESS program have shown significant academic and therapeutic improvement, with an average of 68% of students improving or maintaining their GPA, 84% of students maintaining or improving attendance, and 94% of students improving or maintaining in the discipline domain.

Gilroy Unified School District, California (ESS Partner Since 2020)

Gilroy is a large suburban and rural community in California. When their local non-public school closed, leadership sought a provider capable of delivering intensive mental health care in Special Day Classes created for students requiring a Tier 3 level of support. Since partnering in 2020, we have collaborated with district leadership to create a continuum of care servicing special education and general education students at both the Tier 2 and 3 levels. Throughout this partnership, we have also had a tremendous budgetary impact in cost savings from the return of therapeutically outplaced students, and the avoidance of additional students being outplaced. We collaborate to identify and support students for progressing into existing school and community supports, as well as provide ongoing professional development to teachers and parents/guardians, including Youth Mental Health First Aid.

Ligonier Valley School District, Pennsylvania (ESS Partner Since 2021)

Ligonier Valley School District was under-resourced when it came to meeting the mental health needs of its learners. The district was experiencing a severe shortage of mental health care providers for students, many of whom were struggling with suicidal ideation and self-harming behaviors. To augment the efforts of existing school staff, the district sought help from ESS to meet the skyrocketing needs of its students.

Starting with Tier 2 support for students with mild to moderate mental health challenges, the district then enhanced the level of care at the middle school and high school to provide more frequent clinician meetings for students and parents who needed extra support. **Because the programming was proving so effective, they also added a Tier 2 program at their elementary schools when needs began rising among younger students.**

The results from their partnership with ESS have been profound. Before implementing ESS, the district saw approximately 50 students hospitalized per year for mental health issues. With ESS programming, that number was reduced to 7 students in one year. In addition, fewer students are being sent home for discipline issues. Because they have access to their therapist right in their school building, students can de-escalate, return to the classroom, and benefit from greater access to instructional time.

Redwood City School District, California (ESS Partner Since 2020)

Redwood City is a large suburban community that had been experiencing long wait times for school-based mental health. The district leadership sought a partnership with ESS to provide timely treatment as well as high-quality care. We have collaborated to create a system of care within 7 schools covering the needs of both Tier 3 and Tier 2 students and families. We participate in team conversations identifying students

who demonstrate progress and support their step down to existing school and community supports. This has resulted in a significant reduction in placing students in non-public schools.

We are also in collaboration on creating a behavioral Special Day Class within the district. In addition, Redwood City leadership has identified an emerging need with general education students and is partnering with ESS to support an alternative to suspension program. Throughout our partnership, we have also provided ongoing professional development to teachers and parents/guardians.

Newport Public Schools, Rhode Island (ESS Partner Since 2022)

Newport Public Schools is a more urban district with a diverse student population. The district was challenged with meeting the needs of students requiring Tier 2 support to address behavioral challenges, prosocial behavior skill development, challenges with executive functioning skills, relationship issues, and elopement. To address this scope of challenges, the district partnered with ESS to provide Tier 2 services including individual therapy, group therapy, daily check-ins, and Level System supports to motivate prosocial behaviors within core classes. Since its inception, the ESS program has made a profound impact on mental health outcomes for the district. Utilization of services has been high, with 266 total services delivered and students receiving an average of 3.02 weekly services. **Key outcomes have included a 45% improvement in attendance, a 27% increase in GPA, and a 33% improvement in disciplinary incidents.** Additionally, district staff are benefiting from ESS professional development to provide a comprehensive continuum of care for students in need.

Newington Public Schools, Connecticut (ESS Partner Since 2018)

Like teens across the country, students at Newington High School were struggling with anxiety and other mental health challenges. With the school's two full-time social workers, school psychologist, and seven school counselors seeing hundreds of kids daily, the need was still unmet. To expand their mental health supports to meet the rising intensity and frequency of needs, the district partnered with ESS to implement Tier 3 programming. Among the many program strengths, the district was particularly drawn to the family support components, including home visits. Additionally, the district valued the strong rapport that ESS clinicians build with students and school staff and the ability to tailor care to each student's need.

Within the last year alone, students in the ESS program have shown significant academic improvement, with 75% of students improving or maintaining their GPA, 76% of students improving or maintaining their attendance, and 88% of students improving or maintaining in the discipline domain. Also, 95% of parents note program satisfaction and report an improvement in their child. The program at the high school has been so successful that both of Newington's middle schools have begun working with ESS. **Since the program was implemented, 11 outside therapeutic placements have been prevented districtwide, creating total district savings of \$1.1 million.**

Killingly Public Schools, Connecticut (ESS Partner Since 2023)

As statewide special education costs ballooned, Killingly Public Schools district leaders focused on saving out-of-district tuition fees by returning outplaced students back into the district. According to districtwide enrollment data, 67 students were placed in out-of-district placements (ODP) schools and agencies, with some traveling more than 100 miles to receive special education and behavioral services. These placements came at a major cost, with the district budgeting roughly \$4 million in one school year for K-12 special education tuition.



To address these deep-rooted challenges, Killingly Public Schools partnered with ESS to develop and run a specialized in-district therapeutic academy. Students with disabilities in grades five and up will now have the option to attend Killingly Therapeutic Academy, a special education program that combines clinical therapy with academic instruction to meet students' behavioral needs. Students now engage in their home schools and truly feel like they're part of the school system. Additionally, as the program grows and the district saves additional funds by reducing ODPs, additional revenue will help offset the school budget at the town level.

Cherry Hill Public School District, New Jersey (ESS Partner Since 2009)

When ESS began providing services at Coles Alternative High School (Coles) in Cherry Hill Public School District, Coles was primarily for students with behavioral problems, with students with emotional problems being referred out-of-district. Approximately 40 students were in such placements, creating an enormous cost burden to the district. ESS' task was to convert the school into a therapeutic setting that could educate students with both behavioral and psychiatric challenges. Since our implementation, out-of-district placements have nearly ended for students with emotional and behavioral problems.

The entire district, with over 1,500 high school students alone, has never had more than a few students out-of-district and **the required budget for ODP placements has been reduced from approximately three million dollars down to nearly zero.** Furthermore, Coles was recognized as a "National School of Character," the only therapeutic school in New Jersey to receive such recognition. ESS was intimately involved in integrating the clinical content to assist in meeting Character Education requirements, as well as completing the application process. ESS staff participated alongside district leadership in Washington DC when they received the award. Most importantly, dozens of Coles students have received the enhanced levels of care and support they need to fully engage in their academic experience.



9) List of Exhibits



Complete all the Exhibits.

- ♥ Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)
- ♥ Exhibit B: Awarded Contract Requirements
- ♥ Exhibit C: References *See Section 8) References*
- ♥ Exhibit D: Proposal Price Form *See Section 7) Annual Cost to the District*
- ♥ Exhibit E: Terms and Conditions
- ♥ Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion
- ♥ Exhibit G: Worker's Compensation Acknowledgement
- ♥ Exhibit H: Fingerprinting Notice and Acknowledgement
- ♥ Exhibit I: Non-Collusion Declaration
- ♥ Exhibit J: Authorized Vendor Signature - Point of Contact

Please find our completed exhibits **on the following pages.**

Effective School Solutions also acknowledges receipt of the following RFP forms that were not requested for return as part of the vendor response:

- ♥ Exhibit B: Awarded Contract Requirements
- ♥ Attachment A, Violent and Serious Felonies
- ♥ Attachment B Form for Certification of Lack of Felony Convictions
- ♥ Questions and Responses

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

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

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

***Contract Insurance Requirements may be subject to change**

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

If having a hard time opening templates, please email procurement@ousd.org for a copy.



Signature

[Susan Norris, PhD](#)

Print Name

[CEO](#)

Title

[2/5/2026](#)

Date

Exhibit E: Terms and Conditions

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

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

propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

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

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

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

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

MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

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

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

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

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

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

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

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

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing

and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

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

18. Time – Time is of the essence.

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

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

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

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

Print Name: Susan Norris, PhD

Signature: 

Date: 2/5/2026

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 5th of February, 2026 [DATE] for the purposes of submission of this bid.

By

Print Name: Susan Norris, PhD

Signature: 

Date: 2/5/2026

Exhibit G: Workers Compensation Acknowledgement

Labor Code § 3700

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

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

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

Print Name: Susan Norris, PhD

Signature: 

Title: CEO

Company Name: Effective School Solutions

Date: 2/5/2026

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

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

Exhibit H: Fingerprinting Notice and Acknowledgement

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

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

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

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

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

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

5. If you are an individual operating as a sole proprietor of a business entity,

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

I, as CEO [insert "owner" or officer title] of
Effective School Solutions [insert name of business entity] , have read the
foregoing and agree that Effective School Solutions [insert name of
business entity] will comply with the requirements of Education Code §45125.1 as
applicable, including submission of the certificate mentioned above.

Print Name: Susan Norris, PhD

Signature: 

Title: CEO

Company Name: Effective School Solutions

Date: 2/5/2026

Exhibit I: Non-Collusion Declaration

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

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

Print Name: Susan Norris, PhD

Signature: 

Title: CEO

Company Name: Effective School Solutions

Date: 2/5/2026

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

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

Print Name: Susan Norris, PhD

Signature: 

Title: CEO

Company Name: Effective School Solutions

Date: 2/5/2026



Effective School Solutions