



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-1049
Introduction Date	5/24/23
Enactment Number	23-0954
Enactment Date	5/24/2023 os

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Joshua Daniels, Chief Governance Officer  
Sondra Aguilera, Chief Academic Officer  
Wesley Jacques, Executive Director, Academics and Instruction Dept.

**Meeting Date** May 24, 2023

**Subject** Amendment No. 2 to Services Agreement 2022-2023 with  
FluentSEEDS

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**Ask of the Board**  Approve Amendment  
 Ratify Amendment

**Background and Recommendation** On October 1, 2022, the District entered into a Services Agreement with FluentSEEDS to provide support services for coaching, professional development, and recruitment of K-2 Early Literacy Tutors. This amendment will allow the vendor to develop a work plan for recruiting 30 candidates to participate in a Fellowship to become a K-2 Tutor in the Fall of 2023 (FY24), recruiting, information sessions, and project management.

**Term** Start Date: October 1, 2022 End Date: July 31, 2023

**Not-To-Exceed Amount** \$32,500.00

**Competitively Bid** Yes. RFP #22-124AI

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

**In-Kind Contributions** District space for professional development.

**Funding Source(s)** Resource: 0006/S&C Carryover Funds, in the amount of \$32,500.00, for a total amount not to exceed \$552,874.00.

**Attachment(s)**

- Amendment No. 2, Services Agreement 2022-2023
- Amendment No. 1, File #23-0887, Date 4/26/23
- Original Agreement, Enactment No. 22-1762
- RFP #22-124AI and vendor's bid materials

**AMENDMENT NO. 2**  
to  
**Services Agreement 2022-2023**

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):  
FluentSEEDS
- The Parties entered into the Original Agreement on the below date:  
October 1, 2022.
- The Enactment Number of the Original Agreement is below:  
#22-1762

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**       The scope of work of the (Amended) Agreement is unchanged.  
 The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:  
 Revised scope of work attached  
 VENDOR agrees to provide the following amended services:  
Develop a work plan for recruiting 30 candidates to participate in a Fellowship to become a K-2 Tutor in the Fall of 2023 (FY24), recruiting, information sessions, and project management.

2. **Term** (duration):  The term of the (Amended) Agreement is unchanged

The term of the (Amended) Agreement has changed.  
If the term has changed: The parties agree to amend the  
below original End Date of the (Amended) Agreement  
to the below new End Date:

Original End Date: Click or tap to enter a date.

New End Date: Click or tap to enter a date.

3. **Compensation:**  The not-to-exceed amount in the (Amended)  
Agreement is unchanged

The not-to-exceed amount in the (Amended)  
Agreement has changed. If the not-to-exceed amount  
has changed: The not-to-exceed amount in the  
(Amended) Agreement is amended as follows:

Increase not-to-exceed amount by:

\$32,500.00

Decrease not-to-exceed amount by:

\$

The new not-to-exceed amount under the  
(Amended) Agreement, as herein amended, is  
\$552,874.00

4. **COVID-19:** To the extent that the Amendment did not contain the  
following guarantees, by signing this Amendment, VENDOR agrees that:

a. Through its execution of this Amendment, VENDOR declares that it is  
able to meet its obligations and perform the Services required pursuant  
to this Amendment in accordance with any shelter-in-place (or similar)  
order or curfew (or similar) order ("Orders") issued by local or state  
authorities and with any social distancing/hygiene (or similar)  
requirements.

b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR  
or any employee, subcontractor, agent, or representative of VENDOR  
(i) tests positive for COVID-19 or shows or reports symptoms  
consistent with COVID-19 and (ii) has been on OUSD property or has  
been in prolonged close contact with any OUSD student or student's  
family member, staff, agents, representatives, officers, consultants,  
trustees, and volunteers within 48 hours of testing positive for COVID-  
19 or the development of symptoms consistent with COVID-19.

c. In addition to the requirements of subparagraph (b), VENDOR agrees

to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:

a. Notwithstanding any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

b. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for

Services satisfactorily provided through the date of suspension.

7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

**VENDOR**

Name: Kathleen M. Horst

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

Position: Executive Director

Date: April 27, 2023

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

**OUSD**

Name: Wesley Jacques

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

Position: Executive Director, Academics & Instruction Date: 4/27/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

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

Position: Secretary, Board of Education

Date: 5/25/2023

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



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	23-0887
Introduction Date	5/10/23
Enactment Number	
Enactment Date	

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Joshua Daniels, Chief Governance Officer

**Meeting Date** May 10, 2023

**Subject** Amendment to Services Agreement and Data Sharing Agreement with FluentSEEDS

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**Ask of the Board**  Approve Amendment  
 Ratify Amendment

**Background and Recommendation** *On October 1, 2022, the District entered into a Services Agreement with FluentSEEDS to provide support services for coaching, professional development, and recruitment of K-2 Early Literacy Tutors*

*This amendment will extend these services through Summer School for 2023.*

**Term** Start Date: October 1, 2022 End Date: July 31, 2023

**Not-To-Exceed Amount** \$520,374.00

**Competitively Bid** Yes. RFP #22-124AI

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

**In-Kind Contributions** *District space for professional development time.*

**Funding Source(s)** *Resource 0006 – Concentration Funds in an amount not to exceed \$520,374.00*



**Attachment(s)**

- Amendment
- Original Agreement, Enactment No. 22-1762
- RFP #22-124AI and vendor's bid materials

**AMENDMENT NO. 1**  
to  
**Services Agreement 2022-2023 and Data Sharing Agreement 2022-2023**

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):  
FluentSEEDS
- The Parties entered into the Original Agreement on the below date:  
October 1, 2022
- The Enactment Number of the Original Agreement is below:  
22-1762

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**  The scope of work of the (Amended) Agreement is

unchanged.

X The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:

Revised scope of work attached

X VENDOR agrees to provide the following amended services:

Vendor will facilitate four-day literacy intensive training prior to start of summer school as well as planning and facilitating weekly Professional Learning Communities. Vendor will provide full-time support to District tutors as well as lead coaching for District coaches for the duration of Summer School. Vendor will provide data

and program evaluation summary and oversee program implementation fidelity.

2. **Term** (duration):  The term of the (Amended) Agreement is unchanged

X The term of the (Amended) Agreement has changed.  
If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:

Original End Date: June 30, 2023

New End Date: July 31, 2023

3. **Compensation:**  The not-to-exceed amount in the (Amended) Agreement is unchanged

X The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:

X Increase not-to-exceed amount by:

\$41,640.00

Decrease not-to-exceed amount by:

\$[Click or tap here to enter text.](#)

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is \$520,374.00

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:

a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has

been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- c. In addition to the requirements of subparagraph (b), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:

- a. Notwithstanding any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- b. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then

the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General

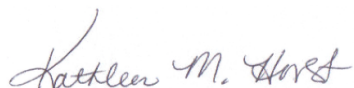
Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to **VENDOR** absent such formal approval or valid and proper execution.

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

**VENDOR**

Name: Kathleen M. Horst

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



Position: Executive Director

Date: 3/31/23

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

**OUSD**

Name: Mike Hutchinson

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

Position: President, Board of Education

Date:

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

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

Position: Secretary, Board of Education

Date:

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



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-2130
Introduction Date	10/26/22
Enactment Number	22-1762
Enactment Date	10/26/2022 os

## Board Cover Memorandum

**To** Board of Education

**From** Sondra Aguilera, Acting Superintendent  
Wesley Jacques, Executive Director of Academics & Instruction  
Romy Trigg-Smith, Director of Early Literacy

**Meeting Date** October 26, 2022

**Subject** Services Agreement and Data Sharing Agreement with FluentSeeds

**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** *FluentSeeds will provide critical support services for coaching, professional development, and recruitment of K-2 Early Literacy Tutors.*

**Term** Start Date: *October 1, 2022* End Date: *June 30, 2023*

**Not-To-Exceed Amount** \$478,734.00

**Competitively Bid** *Yes. RFP #22-124A1*

**In-Kind Contributions** *District Space for professional development time from Early Literacy team in collaboration.*

**Funding Source(s)** *0006/Concentration Funds in an amount not to exceed of \$478,734.00*

**Background**

*Since the 2020-2021 school year, our district has increased the number of K-2 Early Literacy tutors to serve schools identified as having need based on reading achievement metrics. Although we increase tutor allocations, we have struggled to find community members interested in filling all of these vacancies. We have also had challenges with providing the right dosage of coaching and professional learning support given that there are so many tutors.*

**Attachment(s)**

- *Service Agreement with FluentSEEDS*
- *RFP/Bid Materials*
  - *RFP*
  - *FluentSEEDS bid materials*
- *Data Sharing Agreement*



## SERVICES AGREEMENT 2022-2023

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

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):  
**OCTOBER 1, 2022.**

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

- b. The work shall be completed no later than the below date (“End Date”):  
**JUNE 30, 2023**

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

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

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
  - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
  - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
  - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all

right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:  
**\$478,734**

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand

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

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's

invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

**11. Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the

termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**VENDOR**

Name: Kathleen M. Horst  
Title: Executive Director  
Address: 13255 Ozark Trail N  
City, St, Zip: Stillwater, MN 55082  
Phone: 651-270-7565  
email: kateh@fluentseeds.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**13. Status.**

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and VENDOR is in writing;
  - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
  - (v) VENDOR maintains a business location that is separate



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

**14. Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

**15. Certificates/Permits/Licenses/Registration.** VENDOR's employees

or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

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

**17. Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.  
Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUUSDPartner>) finger-printing and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

**18. Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph

12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**19. Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers,

consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD

property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
  - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered

transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
- 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, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's

performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is



held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a

signed W-9 form to OUSD.

39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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


**VENDOR**

Name: Kate Horst Signature: 

Position: Executive Director, Founder Date: 9/2/2022

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Wesley Jacques Signature: 

Position: Executive Director, Academics & Instruction Date: 9/2/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera Signature: 

Position: Acting Secretary, Board of Education Date: 10/27/2022

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

## EXHIBIT A

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

- Dedicated support with recruiting, onboarding, and retaining K-2 Literacy Tutors
- 7 two-hour tutor professional learning communities (PLCs) held monthly (Nov-December)
- Design a PLC calendar for K-2 Literacy Tutors over the year that has a meaningful arc and logical outcomes to support tutors' learning
- Two full-day Professional Development (PD) sessions for early literacy tutors focused on
  - SIPPS Instruction and Assessment
  - Building trust and relationships with Students, Families, and School Staff
  - SEL Strategies
  - Racial Justice and Equity Practices
- Week-long Tutor Training Institute to provide PD, Relationship-building, Sense of Community, Connection to OUSD's Literacy Vision, Racial justice, Equity and SEL Practices training
- Individual coaching for each of approximately 80 tutors, which would include tutor observation and feedback cycles, 1:1 coaching sessions, frequent touchpoints and ongoing communication
- Direct Tutor Coaching focused on:
  - Improving SIPPS (Systematic Instruction on Phonological Awareness, Phonics, and Sight Words) instruction
  - Motivating students in small group instruction and SEL Practices
  - Connecting with Families around Literacy work

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- X Yes, but services would be different than described in 1A.

Please briefly describe how the services would be different.

Services would be mostly the same although the observation and feedback and tutor coaching would likely be conducted via zoom.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate: \$Click or tap here to enter text. per hour
- Daily Rate: \$Click or tap here to enter text. per day
- Weekly Rate: \$Click or tap here to enter text. per week
- Monthly Rate: **\$53,192.67** per month
- Per Student Served Rate: \$Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:  
Click or tap here to enter text.

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

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

- Satisfaction from K-2 Literacy Tutors regarding their coaching support and professional development
  - 80% or more K-2 Tutors report that coaching and PD help them be more effective tutors
- Increased recruitment and retention of K-2 Literacy Tutors
  - 90% of our K-2 Tutor allocations filled or approximately 82 K-2 tutors impacting student reading progress.
- Increased K-2 Student Achievement in the area of Foundational Reading Skills (specifically Phonological Awareness, Phonics and Sight Word Domains in i-Ready and SIPPS Mastery Test

Participation)

- 10% increase from BOY to EOY on i-Ready proficiency
- Satisfaction from school leaders and teachers with the impact K-2 Tutors are having on their reading instruction and school community
  - 80% or more site principals state that K-2 Early Literacy tutors help them move towards reaching their student reading goals
- Increased family engagements and partnership around students' literacy goals
  - K-2 tutors have logged at least 50 touchpoints with families

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:  
[Click or tap here to enter text.](#)
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
  - Meeting announcement for meeting in which the SPSA modification was approved.
  - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors,

volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students.)



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) 22-124AI**

## **EARLY LITERACY TUTORING SUPPORT SERVICES FOR OFFICE OF ACADEMICS INNOVATION**

\* **Submit proposals and all questions/inquiries to:**

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

email: [procurement@ousd.org](mailto:procurement@ousd.org)  
phone: (510) 434-6311

**Proposals Due:  
August 8, 2022 at 2:00 PM**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY  
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.



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## **Submission Deadline & Process:**

Bids must be received prior to **August 8, 2022 at 2:00pm**

### **Provider to submit:**

#### **Option 1:**

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

#### **Option 2:**

Via email at [francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)

Proposal shall be clearly marked: **“Response to RFP #. 22-124AI”**  
Proposals mailed shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
EARLY LITERACY TUTORING SERVICES  
FOR OFFICE OF ACADEMICS INNOVATION  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: [francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)

## RFP SCHEDULE OF EVENTS

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

DATE	ACTION
RFP Posting/First Advertisement:	July 15, 2022
Pre-Bid Conference:	July 29, 2022 @ 2:30 p.m. (Zoom link on <a href="#">Procurement Website</a> )
Deadline for Questions:	August 2, 2022 @ 2:00 p.m.
<b>Proposal/Bid Submitted to District:</b>	<b>August 8, 2022 @ 2:00 p.m.</b>
Proposal/Bid Opening:	August 9, 2022 @ 12:00 p.m. (Zoom link on <a href="#">Procurement Website</a> )
Potential Interviews (If Necessary):	August 10-12, 2022
Final Award of RFP (BOE):	August, 2022
Contract Start Date:	September, 2022

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

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

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

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

Published: July 15, 2022

## **GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS**

### **GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT**

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

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

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

### **INTRODUCTION AND OVERVIEW**

In the 2020-2021 school year, we set out to scale the work done in our Early Literacy cohort to all elementary schools in OUSD. We deliberately focused coaching and tutor support on 39 schools demonstrating distinct need in Early Literacy support as measured by a combination of Kinder Readiness, Kinder Letter Naming data, and 3rd grade SRI data. Despite the challenging context of distance learning, we still made considerable progress to this end. We expanded Early Literacy Tk-2nd tutor work from 16 schools to 39 schools, provided tutors with monthly PLCs, supported leaders with recruiting and hiring tutors, and set expectations for their work at schools.

During this past school year, 2021-2022, we have continued to scale Early Literacy support to sites through the allocation of Early Literacy Tutors, training and support for these tutors, centrally-facilitated literacy professional development for teachers, and targeted on site literacy support from Coaches. We have tutors allocated to 39 schools based on academic achievement needs and have simultaneously been able to support these 39 schools with building out instructional practices aligned to our new Language and Literacy Framework in Tk-2nd grades. Our coaches have supported both tutors and

teachers with the implementation of Foundational Skill instructional blocks and early literacy assessments (i-Ready, DIBELS/IDEL, SIPPS Mastery, TK benchmark assessments, IGDIs/FAST, ProMoT). These aligned supports for teachers and tutors have improved practices at schools and begun to accelerate literacy learning for our students.

We have academic practice data that we have collected through Learning Walks and Foundational Skills Implementation interviews that show we have increased the number of classrooms across OUSD implementing structured literacy and systematic, sequential, and explicit foundational skill instruction using Heggerty, Letter Naming Curriculum, Learning Without Tears, and SIPPS (Systematic Instruction in Phonological Awareness, Phonics and Sight Words). Additionally, we have student outcome data that also shows our progress towards goals. We increased our Kinder students' letter naming mastery from 35% to 85% of students mastering 20+ lowercase letters. Additionally, we have increased the percentage of students in Kinder, 1st, and 2nd grade who are demonstrating reading proficiency on i-Ready as well as decreased the percentage of students performing 2 or more years below grade-level. Finally, we increased the percentage of K-2 students taking SIPPS mastery tests monthly from September 2021 to May 2022.

We have been able to repeatedly lift and reinforce the instructional expectations for daily explicit, systematic, and sequential foundational skill instruction for all our Tk-2nd grade students through multiple forums and platforms. We have conducted principal professional development around the Science of Reading and Instructional implications, provided Tk-2nd grade teachers monthly central literacy professional development, and unpacked expectations with Early Literacy Site reps (one from each school) in our biweekly PLCs. We have reiterated these expectations for instruction and assessment through our Early Literacy Newsletter, our central website "Early Literacy Central", and assessment email reminders to teachers and leaders.

As we look to the coming school year, 2022-2023, we recognize the importance of the structures that we have put in place, and wish to capitalize on our K-2 Literacy Tutoring strategy which has proven supportive of our [vision for Literacy](#) and connect with our [Superintendent's Strategic Plan Initiative 1: Ensuring Strong Readers by Third Grade](#). In order to strengthen this strategy, we require intentional and enhanced professional development and coaching devoted to building the skills of our K-2 Literacy Tutors.

## **OBJECTIVE**

The Early Literacy team, the Office of Academics, and in collaboration with the Office of Equity, SPED and ELLMA departments, intends to propel our students' literacy achievement forward with the integral support of K-2 Literacy Tutors. Our K-2 Tutors will

serve as key collaborators with teachers in order to provide students with differentiated, small group foundational literacy skill instruction. Our tutors will continue to be placed in 36 schools (reduction from 39 due to mergers and closures), demonstrating need as measured by academic achievement data and other metrics. The numbers of tutors allocated will be proportional to the enrollment numbers at each school. Therefore we project around 89 K-2 literacy tutors to be supporting students.

OUSD is excited to deepen the K-2 Literacy Tutors' impact by providing them with enhanced professional development dedicated solely to their professional learning needs, a sense of community through regular PLC meetings, and tailored coaching to improve their instructional practices. Therefore, we seek a partner who can best provide our tutors with these services.

### **SCOPE OF WORK**

The scope of work includes a year-long tutoring support service agreement that integrates professional development and coaching for Oakland Unified School District's Early Literacy K-2 tutors. The scope of work should cover the following activities:

- Dedicated support with recruiting, onboarding, and retaining K-2 Literacy Tutors
- 7 two-hour tutor professional learning communities (PLCs) held monthly (Nov-December)
  - Design a PLC calendar for K-2 Literacy Tutors over the year that has a meaningful arc and logical outcomes to support tutors' learning
- Two full-day Professional Development (PD) sessions for early literacy tutors focused on
  - SIPPS Instruction and Assessment
  - Building trust and relationships with Students, Families, and School Staff
  - SEL Strategies
  - Racial Justice and Equity Practices
- Week-long Tutor Training Institute to provide PD, Relationship-building, Sense of Community, Connection to OUSD's Literacy Vision, Racial justice, Equity and SEL Practices training
- Individual coaching for each of approximately 80 tutors, which would include tutor observation and feedback cycles, 1:1 coaching sessions, frequent touchpoints and ongoing communication
- Direct Tutor Coaching focused on:
  - Improving SIPPS (Systematic Instruction on Phonological Awareness, Phonics, and Sight Words) instruction
  - Motivating students in small group instruction and SEL Practices
  - Connecting with Families around Literacy work

- SIPPS Mastery Test Progress Monitoring

## **TERMS**

OUSD requires the partner for this endeavor to:

- Provide services outlined in the Scope of Services from Late September/October 2022-May 2023
- Meet regularly with the Early Literacy Team and staff from the Office of Academics and Instruction.
- Keep records of coaching conversations and observation/debrief cycles
- Share K-2 Literacy Tutor feedback from Professional Development Sessions and PLC sessions
- Collaborate on the scope of PD and topics/outcomes for PLC sessions
- Partner with OUSD Early Literacy Team and HR staff as needed for successful recruitment and onboarding of K-2 Literacy tutors
- Collect general feedback from K-2 Literacy tutors about their experiences with coaching

## **WHAT ARE THE OUTCOMES FROM PROVIDER SERVICES?**

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

- Increased satisfaction from K-2 Literacy Tutors regarding their coaching support and professional development
- Increased retention of K-2 Literacy Tutors
- Increased K-2 Student Achievement in the area of Foundational Reading Skills (specifically Phonological Awareness, Phonics and Sight Word Domains in i-Ready and SIPPS Mastery Test Participation)
- Increased satisfaction from school leaders and teachers with the impact K-2 Tutors are having on their reading instruction and school community
- Increased family engagements and partnership around students' literacy goals

## **WHY ARE PROVIDER SERVICES NEEDED?**

The provider services are needed as we have limited capacity as an Early Literacy Team to provide 89 K-2 Tutors the level of coaching support and professional development that they deserve and require to continuously improve their practice and deepen their impact on K-2 student achievement. Although we have attempted to provide K-2 Literacy Tutors with support from our internal Early Literacy Team Coaches, these coaches are focused on supporting teachers and principals and therefore have been stretched thin already. If we had the services requested, our K-2 Literacy Tutors would: feel more inclined to stay in their roles; improve their instructional skills; and enhance their impact on student literacy growth.

## RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **August 8, 2022 by 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time or via email. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Providers are required to send **one (1) original, (1) electronic copy on a USB flash drive**, of their proposals or **via email to [francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)**. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local Business Program**

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

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



## PROPOSAL EVALUATIONS AND SCORING

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

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

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

### Best Value Scoring

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

Best Value Points	
Value Category	Maximum Points
1. Annual cost to the district	200
2. Scope of Services	300
3. Program Accountability, Program Plans and Results, Staffing, Experience and Performance	300
4. Ability to deliver/ References	200
<b>Total</b>	<b>1000</b>

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

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

## **Submission Instructions & Criteria for Best Value Scoring**

### **All Four (4) Value Categories**

The following criteria will be considered and kept in mind when allocating points in each of the four Value Categories:

**RFP responses demonstrate a clear understanding of and alignment with the District's objectives.**

**In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.**

### **Value Category 1: Annual cost to the district (200 Points)**

- The District is interested in a Fee for Services arrangement under this RFP. All respondents must include a fee for services proposal.
- Fee proposals should enumerate any costs the District can expect to be charged and specify the types of materials and services that would generate any additional charges; including ongoing costs, maintenance fees, technical support costs, and professional development costs.

### **Value Category 2: Scope of Services (300 Points)**

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

- 1) Professional Development and PLC Facilitation for K-2 Literacy Tutors - 100 points
  - a) Describe in detail your organization's experience leading professional development and professional learning communities (250 words)
  - b) Describe in detail your organization's abilities to provide professional learning in alignment to our [TK-5 Language and Literacy Framework](#), Equity Practices, and SEL practices (250 words)
  - c) Describe your organization's approach to building community amongst educators/practitioners (250 words)
- 2) Recruiting, Onboarding, and Support Retaining Tutors - 50 points
  - a) Describe in detail how you would support OUSD with recruitment of K-2 Literacy Tutors (250 words)
  - b) Describe in detail the strategies you would implement to support onboarding and retaining K-2 Literacy Tutors
- 3) Building School and Family Relationships - 50 points

- a) Describe in detail your organization’s experience partnering with Oakland Schools, including engagement with OUSD educators and community. (250 words)
- 4) Literacy Coaching - 100 points
  - a) Describe in detail your organization’s approach to Literacy Tutor Coaching (250 words)
  - b) Describe in detail your organization’s experience coaching Literacy Tutors and experience specifically supporting SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) instruction(500 words)

**Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance (300 Points)**

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

- 1) Organization Capacity - 100 points
  - a) Briefly describe the overall approach that your partnership would take to support K-2 Literacy Tutors with professional development and coaching within the **District’s current conditions and structures.** (250 words max)
  - b) Briefly describe your organization’s **prior experience related to partnering with school district’s to provide professional development and coaching for tutors.** (250 words max)
- 2) Scope of Work- 50 points
  - a) Outline the general goals and scope of work your organization would take to ensure provision of the services requested (500 word max)
- 3) Program Accountability - 50 points
  - a) Describe, in detail, the roles and responsibilities of the core administrative staff responsible for fiscal and programmatic components of the contract.
  - b) Describe some of the high leverage activities that your organization would engage in with the District to carry out these plans and monitor progress toward goals. (100 word max)
  - c) Briefly describe your **organization’s current ability to support OUSD,** including staffing allocations and time allocations that your organization anticipates dedicating to the work. (250 word max)
  - d) Explain how your organization will ensure that the work will sustain after the partnership. Be specific about **capacity building approaches and transition plans.** (250 word max)
- 4) Experience and Performance- 100 points

- a) Please list other district's and organization's that you have worked with on similar projects and briefly describe the scope of work. (250 word max)
- b) Describe how this partnership **aligns with the stated mission and vision** of your organization, and any products and services that would be leveraged in service of the stated goals within this RFP. (250 word max)
- c) Define the commitments and support your organization would need to ensure the success of the partnership. (250 words max)

#### **Value Category 4: Ability to deliver proposed solution and Reference (200 Points)**

##### **Company Profile**

- Provide the following information about your organization:
  - The full organization name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
  - List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
  - Include company web address, if available.
- Please attach a short history of the organization including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations
- Please attach evidence that supports the viability of the company for the duration of the contract.

##### **Professional Qualifications**

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

***Please attach each Exhibit to your response. Exhibits start on page 32.***

**SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST TO CHANGE)**

**SERVICES AGREEMENT 2022-2023**

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

The parties hereby agree as follows:

**1. Term.**

a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

**2. Services.**

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

**3. Alignment and Evaluation.**

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).

#### **4. Inspection and Approval.**

VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

#### **5. Data and Information Requests.**

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

#### **6. Confidentiality and Data Privacy.**

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

(i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).

(ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first

executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

#### **7. Copyright/Trademark/Patent/Ownership.**

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

#### **8. Compensation.**

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit A.

a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was



not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to

any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

## **11. Termination.**

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**12. Legal Notices.**

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be 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 at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

**VENDOR**

Name:  
Title:  
Address:  
City, ST Zip:  
Phone:  
Email:

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

**13. Status.**

a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.

b. If VENDOR is a natural person, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business; and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(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 Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

#### **14. Qualifications and Training.**

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will 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. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

**15. Certificates/Permits/Licenses/Registration.**

VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**16. Insurance.**

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

**17. Testing and Screening.**

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406

within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

**18. Incident/Accident/Mandated Reporting.**

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**19. Coronavirus/COVID-19.**

a. Through its execution of this Agreement, VENDOR declares that it

is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

## **20. Assignment.**

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

## **21. Non-Discrimination.**

It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex,

sexual orientation, or other legally protected class.

**22. Drug-Free/Smoke Free Policy.**

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

**23. Waiver.**

No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.

**24. No Rights in Third Parties.**

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**25. Conflict of Interest.**

a. VENDOR shall abide by and be subject to all applicable regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

**26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4,



and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**27. Limitation of OUSD Liability.**

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

**28. Indemnification.**

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, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

**29. Audit.**

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts,

copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

**30. Litigation.**

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

**31. Incorporation of Recitals and Exhibits.**

Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

**32. Integration/Entire Agreement of Parties.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**33. Severability.**

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**34. Provisions Required By Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**35. Captions and Interpretations.**

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly

prepared by the Parties.

**36. Calculation of Time.**

For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.

**37. Counterparts and Electronic Signature.**

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

**38. W-9 Form.**

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

**39. Agreement Publicly Posted.**

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

**40. Signature Authority.**

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

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

c. Notwithstanding Paragraph 11, if this Agreement is executed by the

signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**41. Contract Contingent on Governing Board Approval.**

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE IS INTENTIONALLY LEFT BLANK**

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

**VENDOR**

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

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

Position: \_\_\_\_\_

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

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

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

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

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

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell

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

Position: Secretary, Board of Education Date: \_\_\_\_\_

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

## Sample Contract - Exhibit A

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

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate:
- Daily Rate:
- Weekly Rate:
- Monthly Rate:
- Per Student Served Rate:
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

**2. Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

**3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional

documentation required) – Item Number:

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

**4. Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)

**END OF SAMPLE CONTRACT**

## **Proposer/ Vendor Forms Checklist to Complete**

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Proposal Price Form (sample)
Exhibit D	Terms and Conditions
Exhibit E	Certification regarding Debarment, suspension, ineligibility
Exhibit F	Insurance
Exhibit G	Worker's Compensation Certificate
Exhibit H	Fingerprinting Certificate
Exhibit I	Non- Collusion Declaration
Exhibit J	Piggyback Clause
Exhibit K	Authorized vendor Signature
Exhibit L	Data Request- OUSD Data Privacy

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



**Exhibit A**

**Standard Form Response:**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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2. Tel: \_\_\_\_\_ Website: \_\_\_\_\_ Email: \_\_\_\_\_

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

6. Point of Contact if Contract is Awarded:

**Exhibit B**

**References:**

To be completed by references:

**Reference 1:**

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

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

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

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

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

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

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

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the work completed on time and within contract not to exceed the amount? Did the work product demonstrate responsiveness, knowledge and high degree of accuracy?

\_\_\_\_\_

**Reference 2:**

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

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

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

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

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

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

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

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

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**Reference 3:**

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

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

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

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

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

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

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

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

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**Exhibit C**  
**Proposal Price Form (Sample, you may use own form)**

Service Description:

Annual Pricing:

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Total Annual Amount of Proposal:

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Additional Fees or Special Request Costs:

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Signature \_\_\_\_\_

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

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

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

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

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

## **Exhibit D**

### **Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

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

acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

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

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

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

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

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

agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

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

10. 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 RFP.

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 RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

- 18. Time – Time is of the essence.
- 19. 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 hereto as Exhibit E

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

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



**EXHIBIT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor [Name of Bidder] its principals are presently 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 \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

## **EXHIBIT F INSURANCE**

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

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

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

**EXHIBIT G**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

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

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

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

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

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

Contractor Name \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_

Title of Signor \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Signor \_\_\_\_\_

Title of Signor \_\_\_\_\_

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

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

**EXHIBIT H**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

I \_\_\_\_\_, acknowledge and certify as follows: (Name of Contractor)

- 1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
- 2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
- 3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
- 4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

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

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_/

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a

destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**EXHIBIT I**

**NON-COLLUSION DECLARATION**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed Name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative



## EXHIBIT J

### PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted                     YES

Option Granted                     NO

**EXHIBIT K**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

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

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

## EXHIBIT L

### **Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_, \_\_\_\_\_ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

**Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates \_\_\_\_\_ (name of bidder’s officer), \_\_\_\_\_ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **TERMINATION**

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized

overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer:**

\_\_\_\_\_  
Name of Proposer's Signee

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

\_\_\_\_\_  
Title of Proposer's Signee



FluentSeeds promotes early learning and literacy through SEEDS of Learning, a set of relationship-based early literacy and language frameworks based on the latest science of reading. SEEDS is proven through rigorous research to help to ensure kindergarten readiness through balanced and high-quality interactions.

SEEDS of Learning frameworks have been developed over a number of years beginning in 1998, through participation in a University of Minnesota study and involvement in the Minnesota Early Literacy Training Project. The programs have been rigorously tested and found to be efficacious in randomized controlled trials and quasi-experimental studies. The most recent study shows that all children participating in SEEDS frameworks acquired gains of up to 8 months of additional learning. Even through the pandemic students grew in early literacy skills. The most recent findings show SEEDS participants had zero learning loss in the 2020-21 school year.

FluentSeeds is headquartered in Stillwater, Minnesota with a major hub in Oakland, CA. We have a staff of 14 located throughout the United States.



August 5, 2022

To Whom It May Concern:

FluentSeeds is the sole service provider of SEEDS of Learning training and coaching. We engage teachers, families, and leaders in training and coaching across 12 states, working with individual childcare providers to school districts and large programs. Our partners include Miami-Dade Head Start, Kidango, First 5 Santa Clara County, Oakland Unified School District, Minneapolis Public Schools, Redwood City School District, and more! Through a generous grant from the Kenneth Rainin Foundation, OUSD sites have received SEEDS of Learning coaching and training for the past eight years.

Training and coaching are integral elements in a skill development cycle that supports adults and children to increase confidence and capability. A randomized controlled trial completed by the University of Chicago in 2020 found that, when coaching and training were leveraged with integrity, children in SEEDS classrooms at Kidango experienced gains of up to eight additional months of learning. A quasi-experimental study in 2013 found SEEDS of Learning to be highly replicable, and that when differences in child outcomes were found, the differences favored children considered "at risk" of later reading challenges.

Because of the impact achieved and the potential for further partnership, we are dedicated to supporting OUSD's children, families, educators, and leaders to experience the same gains that have been demonstrated and duplicated nationally.

Thank you,

A handwritten signature in black ink, appearing to read "Emily", written over a thin horizontal line.

Emily Grunt, Program Director  
Cares For Learning dba FluentSeeds

CARES for Learning, dba FluentSeeds  
13255 Ozark Trail North  
Stillwater, MN 55082

Response to RFP #. 22-124AI

To:  
OAKLAND UNIFIED SCHOOL DISTRICT  
EARLY LITERACY TUTORING SERVICES  
FOR OFFICE OF ACADEMICS INNOVATION  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601  
[francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)

From:  
Cares for Learning, dba [FluentSeeds](#)  
13255 Ozark Trail N  
Stillwater, MN 55082  
Primary contact:  
Emily Grunt  
(760) 207-6337  
[emilyg@fluentseeds.org](mailto:emilyg@fluentseeds.org)

## **Value Category 1: Annual cost to the district**

Fee for services proposal

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

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

**Exhibit C Attached** (1 page)

## **Value Category 2: Scope of Services**

1) Professional Development and PLC Facilitation for K-2 Literacy Tutors

a) Describe in detail your organization's experience leading professional development and professional learning communities

FluentSeeds promotes early learning and literacy through SEEDS of Learning, a set of relationship-based early literacy and language frameworks based on the latest science of reading. SEEDS aligns with SIPPS to provide vertical and horizontal alignment of foundational skills development. This professional development model is founded on quality relationships and focused on equity to foster a sense of safety in which every adult and child can thrive.



Our model includes teacher training, high-intensity coaching, high dosage tutoring, tiered interventions, and data accountability for adults and the children they serve. Our relationship-based coaching uses a cycle of inquiry and data-informed decision-making to achieve optimal student outcomes, improve teacher retention, and alignment across programs.

We have a team of certified SIPPS and SEEDS trainers to provide training in early literacy instruction, systematic instruction in phonemic awareness, phonics, and sight words. We leverage training, observation, and feedback as critical levers to monitor progress. The data collection methods of progress monitoring every 5-10 lessons is taught in our program to ensure that adults are able to analyze and adjust their instruction for each small group. Our trainings include monthly interactive PLCs to solidify concepts, engage, and promote safety and connection within the learning community.

Our school district experience includes 9 years in the Oakland Unified School District and 8 in Minneapolis Public Schools. Other partners include First 5 Santa Clara County, SMCOE, Reading Corps, Literacy Lab and more.

b) Describe in detail your organization's abilities to provide professional learning in alignment to our TK-5 Language and Literacy Framework, Equity Practices, and SEL practices

FluentSeeds emphasizes social-emotional connection as the basis for learning, knowing that adults and children absorb information most fully in an environment of trust and support. FluentSeeds frameworks are founded upon the science of reading: decoding and language comprehension are crucial to achieve reading comprehension. We are aligned to California standards and to the Common Core.

We employ consistent, explicit, systematic instruction in the proven five essential components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension. We collect ongoing benchmark and progress monitoring data through Illuminate to determine targeted interventions. We use child data, coaching observation of integrity, and training survey data to assess impact. Effects we track include early literacy achievement, teacher efficacy, early learning environment quality, family engagement, and relationships.

We work with a dedicated equity consultant to offer input on our trainings and continually update materials to disrupt dominant cultural narratives and amplify voices to reflect a wide diversity of students.

Ongoing, aligned coaching follows an evidence-based skill development cycle consisting of building knowledge, modeling, practicing, observation, and feedback. SEEDS is a MTSS framework with pedagogy that impacts multi-language learners through proven embedded scaffolding to MLL comprehension and learning.

c) Describe your organization's approach to building community amongst educators/practitioners

Relationship-building is at the core of everything we do at FluentSeeds. We prioritize meaningful partnerships with members of the organizations we serve. Our highly trained staff develop relationships with local community members, seeking perspective from partners and parents, families, teachers, and child care providers to maintain a sense of direction that reflects their reality.

Building community begins before school starts through a process of building trust among new and returning tutors. In our initial tutor training, we share SEEDS qualities of sensitivity, encouragement, education, and development to establish a healthy self-image. Sharing and practicing SEEDS qualities helps establish a solid foundation of trust and forms solidarity around our shared mission.

Our literacy expertise in facilitating equitable education and practice by using data to individualize a child's instruction attracts partners with an emphasis on social impact. We partner with organizations to grow leadership within communities, amplify voices to enact meaningful change, and right historical injustices and inequity within the system.

## 2) Recruiting, Onboarding, and Support Retaining Tutors

### a) Describe in detail how you would support OUSD with recruitment of K-2 Literacy Tutors (250 words)

We will develop a seamless pipeline to support recruitment, onboarding, and retention, working with schools and established community partners to connect directly with families in the community. Being embedded in OUSD schools for the past 9 years uniquely positions us to engage families from the community.

The first stage of the pipeline places candidates into a Literacy Leadership Fellowship, their first connection with the tutor PLC. After the fellowship, tutors will be mentored by high performing tutors in OUSD schools and begin tutoring alongside their mentor. Once ready, tutors will be placed in their schools to begin building relationships and teaching students to read, all while remaining connected to the PLC.

#### PLC Objectives:

- Build powerful and sustaining relationships with each other
- Foster deep commitment to the mission: all students reading by 3rd grade.
- Develop liberatory leadership skills that lead to transformational relationships with staff, families, and students.
- Grow as powerful pedagogues who are ready to lead SIPPS lessons.

### b) Describe in detail the strategies you would implement to support onboarding and retaining K-2 Literacy Tutors

Through this intention to relationships, the mission, leadership, and pedagogy, tutors will be more effective in the short term and choose to stay in the position. Our three-pronged process of fellowship, residency, and placement ensures tutors gain confidence and subject mastery within an encouraging and collaborative team.

People remain in jobs where they feel supported, connected, and successful. Our pipeline positions tutors to become long-term members of their school communities because they have been meaningfully supported and experience deep connections to the core of tutors and their school communities.

### 3) Building School and Family Relationships

- a) Describe in detail your organization's experience partnering with Oakland Schools, including engagement with OUSD educators and community.

FluentSeeds is grateful for the partnership and shared values with Oakland and the OUSD community. Many FluentSeeds coaches attended OUSD schools in their childhood and their children have or currently attend OUSD schools today. FluentSeeds coaches and leadership support OUSD and the wider community by regular attendance at outside/after school events. FluentSeeds coaches and leadership serve on the OUSD Strategic Planning Committee and attend Leadership Partner Collaboration meetings to offer support and literacy expertise to the district.

SEEDS of Learning frameworks have been in OUSD schools since 2014, following the schedule outlined below:

#### **2014/2015 TK:**

- Monthly PLC
- Coaching
- Data Collection
- Benchmark and Progress Monitoring
- Stipends for attending

#### **2015-2020**

SEEDS expanded with dedicated 2x month coaching from 2015-2020, gradually increasing the number of classrooms and including all strategies listed above.

#### **2020-2022**

SEEDS and OUSD increased their partnership to include

- TK Training for New Tk Teachers/Tutors
- TK Coaching 2x/month for TK Tutors
- TK OUSD Internal Coach train for identified TK teacher Leaders to Coach their tutor
- OUSD/Spring Hub training, hiring, and scheduling small groups SIPPS instruction
- Coaching of 12 Literacy Liberators for Spring HUB
- Sojourner Truth Virtual Coaching for 12 Literacy Liberators
- PLC for Early Literacy Kings
- Monthly PLC for K-2 Tutors (August-May)
- Coaching K-2 at 30 OUSD Sites
- Monthly Meetings with Network Coaches
- Walk-Throughs with OUSD Leadership

- Summer Learning 33 Tutors in all Springboard summer classrooms
- Weekly Planning Meetings March-July
- Daily Communication, scheduling with 33 site leaders

#### 4) Literacy Coaching

##### a) Describe in detail your organization's approach to Literacy Tutor Coaching

We take a comprehensive approach to teaching educators. Each participant receives 27 hours of training over the course of the year. Each training session is reinforced by consistent, twice-monthly coaching from an expert SEEDS-trained coach.

Educators and coaches collaborate to use data to make decisions for each child, tailoring the approach to give children what they need, when they need it. Coaching is essential to ensure that educators translate their training to the classroom. Our skill development cycle of imparting knowledge, modeling implementation, practicing new skills, and coaching observation and feedback ensures that educators are building their skills and using them effectively with their students.

High-dosage, or high-impact tutoring is key to successful outcomes. Our definition of high-quality, high-dosage tutoring includes:

- Tutors trained in relationship-building and equity practices, recruited from the communities where children live
- Initial training, oversight, ongoing coaching and accountability
- small groups of no more than 6 children or one-to-one
- Tutoring embedded within the school day and coordinated with teachers to maximize efficiency
- At least 4 tutoring sessions/week
- Driven by data and progress monitoring to ensure equity and timely interventions
- Intervention periods built into the school day to increase attendance and accessibility for all students

##### b) Describe in detail your organization's experience coaching Literacy Tutors and experience specifically supporting SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) instruction

FluentSeeds has 9 years of experience leading professional development training in OUSD and has trained SIPPS in OUSD schools for the past 4 years, supporting the Early Literacy and Summer School departments training teachers, administrators, TSA's and tutors.

Our Program Director has been a SIPPS certified trainer through the Center for Collaborative Classroom since 2018. She joined the CCC SIPPS Cadre in 2020 and has been consulting nationwide for districts across the nation. Two of our FluentSeeds coaches have taught SIPPS in the classroom for many years. They are knowledgeable

and experienced in teaching SIPPS and how to navigate the resources available to teach SIPPS.

Our Program Manager and Coaches have experience supporting teachers and tutors in rolling out the Center for Collaborative classroom suite at school sites, ensuring fidelity to the program, training and supporting teachers and tutors in learning the curriculum, conducting placement tests, and planning for multi-tiered systems of support.

As a part of the FluentSeeds team, each coach goes through a rigorous Train-the-Trainer program to ensure mastery of the content. During this Institute the coaches learn from the lead coach how to train to SEEDS and to SIPPS and are given the slides and other materials necessary to carry out the training.

Coaches are also trained in using SIPPS observation forms. Observation forms are entered into the FluentSeeds coaching dashboard for ongoing implementation checks, feedback and impact data for administrators and lead coaches, ensuring fidelity and integrity to the SIPPS program. During debrief the coach gives feedback and follows up with a SMARTER goal and plan for increasing fluency for the tutor. The plan includes a model, practice, and follow-up support. During the follow-up the Coach can model the routine, elbow-teach a lesson, and observe, for evidence the SMARTER goal has been reached.

#### SIPPS TRAINING PROVIDED IN PARTNERSHIP WITH OUSD

2020-2022

- Multiple SIPPS sessions during OUSD Language and Literacy institute for Teachers
- SIPPS Monthly PLCs with K-2 Tutors
  - Wednesday afternoon 1:30-2:30 (2020/2021)
  - Wednesday am 8:30-9:30am (2021-2022)
  - Sessions included:
    - Learning Letter Names (21 lowercase): Seeds of Visual Discrimination
    - November: SIPPS Phonemic Awareness
    - December: SIPPS Phonics/Sight Words
    - January: SIPPS Analyzing Mastery Test Data
    - February: SIPPS Correction Procedure/Decision Making
    - March: SIPPS Fluency Reading a Story
    - April: SIPPS Guided Spelling
    - May: SIPPS Mastery Test Data (EOY)
- SIPPS Training for Summer Learning for all teachers and tutors 2022

## Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance

### 1) Organization Capacity

a) Briefly describe the overall approach that your partnership would take to support K-2 Literacy Tutors with professional development and coaching within the District's current conditions and structures.

Tutors will be supported with a 5-day Literacy Fellowship consisting of 3-hour sessions each day, to ensure mastery of the program and instill confidence in their ability to tutor students. Tutors will learn the basics of the SEEDS of Learning pedagogy, the art and the science of quality interactions, while building trusting relationships with their coaches and ensuring honest communication. Fluent Seeds coaches will support K-2 Tutors with a monthly PLC (7 @ 2 hours) 2x/month where they will forge a sense of community and collaboration with their peers. They will receive individualized coaching, observation, feedback, and RTI practices.

We will support tutors to:

- Build and maintain a schedule of 30 minute lessons/5 days a week with groups of 6 students at their just-right level
- Setting up their space with SIPPS Story posters, sight word cards, sound wall cards, sight word cards, fluency stories, white boards/makers.
- Modeling, elbow teaching SIPPS lessons, SIPPS routines, SIPPS mastery test data
- SIPPS Integrity Observation forms
- Giving Mastery tests
- Analyzing and making instructional decisions based on mastery

Tutors will receive a week-long training in anti-racist and liberatory leadership, ensuring they have the skills and confidence to speak up and lead on campus and build relationships with parents.

b) Briefly describe your organization's prior experience related to partnering with school districts to provide professional development and coaching for tutors.

FluentSeeds partnered with Minneapolis Public Schools to conduct training, coaching, and PLCs. MPS has been using the SEEDS of Early Learning RTI model for 8 years, training teachers, coaching tutors, collecting data, attending eLearning and over time, building their internal SEEDS structure.

In OUSD, our experience goes back 9 years to 2014, beginning with monthly PLCs, coaching, data collection, benchmark and progress monitoring and offering stipends for attendance. We have gradually increased our involvement in OUSD, forging close relationships with teachers and staff.

## 2) Scope of Work

### a) Outline the general goals and scope of work your organization would take to ensure provision of the services requested

At FluentSeeds, we believe that literacy is a civil right. Our goal is to equip teachers, tutors, and other adults with the tools, strategies, and confidence they need to impart foundational literacy skills to children, collect data, and utilize differentiated instruction to insure equity. We believe in helping to create leaders within communities, supporting them with our literacy expertise so they can spread these SEEDS of Learning throughout their community, increase equity, and ensure children have the abilities to reach their full potential in life.

Specific deliverables for this project will include facilitating recruitment and thoroughly acclimating OUSD tutors with specific instruction, modeling, and leadership skills to set them up for success and retention. Tutors are required to attend a 5-day Literacy Fellowship of 3-hour sessions each day with a schedule as follows:

- SEEDS of Learning (Foundations of Literacy, Science of Reading)
- SEEDS Quality Interactions (Quality interactions/building relationships)
- SEEDS Social-Emotional Development tools and strategies
- SIPPS
- What is SIPPS?
- Model and Practice of SIPPS Beginning, SIPPS Extension, SIPPS Challenge, SIPPS Plus
- Tools Early Lit Central
- SIPPS Placement test and Grouping (using illuminate/Early Lit Central)
- Support the effective planning, implementation, and evaluation of the district's early literacy priorities.

Additional requirements include Monthly PLCs (2 hours):

- September: Building Community Collaboration of forming Small Groups using SIPPS placement data - Full Day
- October: Learning Letter Names (21 lowercase): Seeds of Visual Discrimination
- November: SIPPS Phonemic Awareness
- December: SIPPS Phonics/Sight Words
- January: SIPPS Analyzing Mastery Test Data - Full Day
- February: SIPPS Correction Procedure/Decision Making
- March: SIPPS Fluency Reading a Story
- April: SIPPS Guided Spelling
- May: SIPPS Mastery Test Data (EOY)

A 5-day Winter Leadership Fellowship:

- Antiracist and Liberatory Leadership
- Serving as a Leader on Campus
- Building Parent Partnerships

### 3) Program Accountability

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

FluentSeeds Operations Manager will be responsible for fiscal components of the contract, with assistance from FluentSeeds Administrative Assistant. Examples of responsibilities include ensuring adherence to budget, managing internal staff calendars, and ensuring adequate internal supplies.

Program Manager will be the primary point of contact in Oakland, project managing the program internally and steering the team toward project outcomes, working to remove any barriers to team progress. Program Manager will meet regularly with the Early Literacy Team and staff from the Office of Academics and Instruction at OUSD. Program Director will oversee all elements of the OUSD/FluentSeeds and serve as the Senior Project Advisor.

FluentSeeds will contract with The Oakland REACH to facilitate and lead our recruitment, to ensure that we are building a team of tutors that represent the communities of children served within OUSD.

b) Describe some of the high leverage activities that your organization would engage in with the District to carry out these plans and monitor progress toward goals.

FluentSeeds will:

FluentSeeds will provide a coaching dashboard for data input and evaluation on SIPPS integrity, the number of coaching touchpoints, and SMARTE goal tracker. FluentSeeds coaches are experienced in both Illuminate and the SIPPS learning portal.

We will provide highly trained, experienced coaches in both English and Spanish. Through collaboration, partnership, and effective training we will provide more than tutors, we will develop leaders.

- Track coaching sessions and observation/debrief cycles in coaching dashboard
- Conduct tutor surveys for feedback on coaching
- Disseminate survey results to OUSD Early Literacy Team
- Collaborate with Early Literacy Team at OUSD on topics as needed

c) Briefly describe your organization's current ability to support OUSD, including staffing allocations and time allocations that your organization anticipates dedicating to the work.

Our allocation of time to OUSD has been consistently growing, as has our organization. We are thrilled to be in a solid position to support this program with the recent addition of an additional Program Manager from Oakland and 2 new California coaches.



Staffing:

Program Manager - Full-time.

- primary point of contact in Oakland.
- coordinate across teams to ensure coaches and tutors have a plan for scheduling and communication.
- Regularly convene district leadership to share updates on progress

Evaluation and Data Manager - 65% time

- Ensure data collection
  - Ensures proper collection and collation of data
  - Creates measures to appropriately measure progress for students with IEPs, 504 plans and/or linguistic development goals
  - Ensures progress monitoring systems are in place
  - Supports Program Manager in data reporting
  - Creates graphical data visualization
- 3 Full-time English-only coaches
  - 1 Full-time Spanish language coach
  - 1 Dedicated Program Associate 100%

The Oakland REACH, will provide significant capacity in developing the recruitment pipeline as well as leadership development for tutors. Their team of family liaisons will play key role in outreach. Their leadership team will support the development and facilitation of the fellowship and residency.

d) Explain how your organization will ensure that the work will sustain after the partnership. Be specific about capacity building approaches and transition plans.

SEEDS is an acronym that also serves as a metaphor for what we do; training adults in how to spread seeds of literacy throughout schools, homes, and communities. Our expertise in early literacy and training is meant to be disseminated widely for the profound effect it can have on children, helping them fulfill their potential. We have a history of training teachers to become coaches and inspiring tutors to become teachers. We partner with school districts to create a multi-year transition plan for gradual release. Minneapolis Public Schools is a prime example, where SEEDS of Learning has been used for 8 years and SEEDS coaches and trainings are held internally.

Our approach to gradual release includes our SEEDS of Learning Relationship-Based Coaching - a training, coaching, and RTI framework used with educators and leaders or anyone seeking coaching certification and/or will provide instructional coaching within their program. We also offer our Train-the-Trainer program, where participants increasingly lead facilitation of the content, receiving feedback from SEEDS Master Trainers and peers to support skill development and content understanding. Through the training and support received, relationships forged, and confidence built, tutors will

realize satisfaction from their efforts and choose to remain in the OUSD system. Our pipeline is designed to encourage and empower tutors to remain, grow, and sustain their school communities.

#### 4) Experience and Performance

a) Please list other districts and organizations that you have worked with on similar projects and briefly describe the scope of work.

FluentSeeds has trained and coached extensively within the Minneapolis Public School District, holding monthly PLCs for tutors and coaches in a supportive community and allowing for practice and feedback. Scope of work included Monthly PLCs, Coaching, Data Collection, and Benchmark and Progress Monitoring. We have trained and coached internal trainers for both Ottawa Area ISD (Michigan) and SEEC (North Dakota). In the early childhood space we hold PLCs with our trainers in the First 5 system, The Big Lift (SMCOE), The Literacy Lab, and Reading Corps.

b) Describe how this partnership aligns with the stated mission and vision of your organization, and any products and services that would be leveraged in service of the stated goals within this RFP.

FluentSeeds' mission is to ensure every child is a fluent reader by the end of grade 3, with mastery in the proven five essential components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension. Our frameworks and practices utilize high-dosage, high-impact tutoring in a relationship-based model to help empower, inform, and disseminate early literacy skills using evidence-based practices to children.

The tutors we work with are invested in our mission, excited about learning, and become confident in their early literacy skills after joining our professional development community.

Our programs examine the role of bias and privilege in teaching and coaching to disrupt historical patterns of inequity, and we help ensure equity by using data to inform instruction and choosing books and materials that reflect and appeal to a wide diversity of students.

We teach tutors leadership skills, social-emotional skills, a cycle of inquiry and data-informed decision-making, all within a proven, science-based pedagogy.

c) Define the commitments and support your organization would need to ensure the success of the partnership.

FluentSeeds is committed to working closely with community based organizations to help provide leadership support for tutors, along with recruitment and hiring support. FluentSeeds will specifically work with community partner Oakland REACH families in recruitment of Early Literacy Tutors and their leadership development.

## Value Category 4: Ability to deliver proposed solution and Reference / Company Profile

Provide the following information about your organization:

The full organization name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.

CARES for Learning, dba FluentSeeds  
13255 Ozark Trail North  
Stillwater, MN 55082

List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business. Include company web address, if available.

Emily Grunt  
760-207-6337  
Alameda, CA  
[www.fluentseeds.org](http://www.fluentseeds.org)

### **Exhibit A (Attached)**

Please attach a short history of the organization including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations

FluentSeeds promotes early learning and literacy through SEEDS of Learning, a set of relationship-based early literacy and language frameworks based on the latest science of reading. SEEDS is proven through rigorous research to help to ensure kindergarten readiness through balanced and high-quality interactions.

SEEDS of Learning frameworks have been developed over a number of years beginning in 1998, through participation in a University of Minnesota study and involvement in the Minnesota Early Literacy Training Project. The programs have been rigorously tested and found to be efficacious in randomized controlled trials and quasi-experimental studies. The most recent study shows that all children participating in SEEDS frameworks acquired gains of up to 8 months of additional learning. Even through the pandemic students grew in early literacy skills. The most recent findings show SEEDS participants had zero learning loss in the 2020-21 school year.

FluentSeeds is headquartered in Stillwater, Minnesota with a major hub in Oakland, CA. We have a staff of 14 located throughout the United States.

### **History Attachment (1 page)**

Please attach evidence that supports the viability of the company for the duration of the contract.

## **Viability**

### **Professional Qualifications**

Provide a succinct summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.

Since 2014, FluentSeeds has a demonstrated track record of working within the Oakland Unified School District to move children to identified targets. Our team and our programming are flexible and adaptable to changing environments. The unprecedented challenge of Covid-19 was met swiftly and efficiently by our team, all of whom quickly pivoted to meet the requests and demands of leadership, families, teachers, and children. Our financial, implementation, and management systems are proven and dependable. We have skilled trainers, coaches, and leadership ready to serve and partner with OUSD in this new Early Literacy initiative.

Since 2020, FluentSeeds has worked with a multitude of partners nationally, including the San Mateo Office of Education, The Literacy Lab, Reading Corps, South East Education Cooperative, Minneapolis Public Schools, and more. We have served over 390 sites, over 1200 classrooms, more than 3400 teachers and other education professionals, and touched over 20,000 students nationwide. Our track record, the robust structure of our organization, and long-standing partner relationships are proof of our capacity to fulfill commitments.

### **Qualifications & Capacity**

Using the format in Section C ("References"), provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with a brief summary of the service provided.

**Exhibit B Attached** (2 pages)

**Exhibits - All Attached** (22 pages)



2022 survey results from our partners indicated:

- 80% of program leaders (site directors, principals, etc.) and teachers agreed that they would be likely or very likely to recommend FluentSeeds' programs to colleagues.
- 
- 100% of coaches agreed that they were likely or very likely to recommend FluentSeeds' programs to colleagues.
- 
- 96% of teachers reported they used data collected through FluentSeeds' programs to inform their instruction.

In 2022-23 we have 21 partners using FluentSeeds' services. In 2021-2022 we served over 21,000 children and 2700 educators. Since 2020, FluentSeeds has worked with a multitude of partners nationally, including the San Mateo Office of Education, The Literacy Lab, Reading Corps, South East Education Cooperative, Minneapolis Public Schools, and more.

FluentSeeds has a demonstrated track record since 2014 of working within the Oakland Unified School District to move children to identified targets. Our team and programming are flexible and adaptable to changing environments. The pandemic's unprecedented challenges were met swiftly and efficiently by our team, who quickly pivoted to meet the requests and demands of leadership, families, teachers, and children. Our financial, implementation, and management systems are proven and dependable. We have skilled trainers, coaches, and leadership ready to serve and partner with OUSD in this new Early Literacy initiative.

## **Proposer/ Vendor Forms Checklist to Complete**

- Exhibit A Standard Form Response
- Exhibit B Reference Worksheet (3 minimum)
- Exhibit C Proposal Price Form (sample)
- Exhibit D Terms and Conditions
- Exhibit E Certification regarding Debarment, suspension, ineligibility
- Exhibit F Insurance
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Piggyback Clause
- Exhibit K Authorized vendor Signature
- Exhibit L Data Request- OUSD Data Privacy

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

**Exhibit A**

**Standard Form Response:**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

CARES for Learning, dba FluentSeeds

13255 Ozark Trail N, Stillwater, MN 55082

Emily Grunt (760) 207-6337; emilyg@fluentseeds.org

2. Tel: (760) 207-6337 Website: www.fluentseeds.org Email: emilyg@fluentseeds.org

3. Is the Company a Certified Oakland Small Business? Yes  No

4. Type of Company: (check one)

Individual

Partnership

Corporation

5. Names and titles of all principals/officers/partners of the company:

Susan True, Board Chair; Kathleen Horst, Executive Director; Emily Grunt, Program Director

6. Point of Contact if Contract is Awarded:

Emily Grunt

(760) 207-6337

emilyg@fluentseeds.org

**Exhibit B**

**References:**

To be completed by references:

**Reference 1:**

Customer Name: South East Education Cooperative  
Contact Name: Jolene Garty  
Title: Deputy Executive Director Operations  
Address: 3170 43rd St S, Suite 103  
Phone Number: 701-997-2463  
Email: jolene.garty@k12.nd.us  
Services Provided: Professional Development, Consulting, Coaching

How satisfied were you with the services provided?

Excellent     Good     Average     Unsatisfactory

Was the work completed on time and within contract not to exceed the amount? Did the work product demonstrate responsiveness, knowledge and high degree of accuracy?

Yes, we have worked on multiple initiatives over the past 7 years and all have been executed.

**Reference 2:**

Customer Name: Minneapolis Public Schools  
Contact Name: Sarah Swanson  
Title: Director of Early Childhood Education  
Address: 1250 West Broadway  
Phone Number: 612-695-8669  
Email: sarah.swanson@mpls.k12.mn.us  
Services Provided: Training and coaching



How satisfied were you with the services provided?  
x Excellent    Good    Average    Unsatisfactory

Was the project completed on time and within budget?

Yes

---

**Reference 3:**

Customer Name: San Mateo County Office of Education

Contact Name: Diana Harlick

Title: Coordinator, Early Learning Initiatives & Evaluation

Address: 101 Twin Dolphin Drive, Redwood City, CA 94065

Phone Number: 6508025642

Email: dharlick@smcoe.org

Services Provided: Year round literacy training and coaching to preschool programs

How satisfied were you with the services provided?  
x Excellent    Good    Average    Unsatisfactory

Was the project completed on time and within budget?

Yes, Fluentseeds met all of their deliverables within the scope of work and the budgeted amount

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**Exhibit C**  
**Proposal Price Form (Sample, you may use own form)**

Service Description:	Annual Pricing:
<u>Recruitment</u>	<u>\$34,480.00</u>
<u>Program Management</u>	<u>\$64,424.00</u>
<u>Fellowship, Residency, Training</u>	<u>\$117,700.00</u>
<u>Coaching &amp; Professional Development</u>	<u>\$246,130.00</u>
<u>Materials</u>	<u>\$16,000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
Total Annual Amount of Proposal:	<u>\$478,734.00</u>
Additional Fees or Special Request Costs:	<u> </u>

Signature  \_\_\_\_\_

Print Name: Emily Grunt

Title: Program Director

Company Name: CARES for Learning, dba FluentSeeds

Print Name: Emily Grunt

Date: 8/3/22

**Exhibit D**  
**Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

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

acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

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

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

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

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

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

agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

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

10. 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 RFP.

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 RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

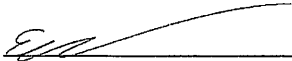
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

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 hereto as Exhibit E

Signature:

  
\_\_\_\_\_

Date:

8/5/22

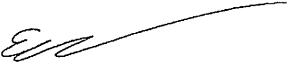
  
\_\_\_\_\_

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

By   
\_\_\_\_\_  
(Signature)  
Emily Grunt  
\_\_\_\_\_  
Typed or Printed Name  
Program Director  
\_\_\_\_\_  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title

**EXHIBIT F**  
**INSURANCE**

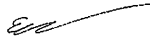
All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

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

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

Enclosed are the certificates of insurance for Workers Compensation and General Liability policies as they currently stand. The policies will be amended to meet requirements if the contract is awarded.





**EXHIBIT G**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

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

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

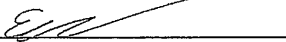
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to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

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

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

Contractor Name CARES for Learning, dba FluentSeeds

By \_\_\_\_\_

Signature of Authorized Signer 

Title of Signor Program Director

By Emily Grunt

Signature of Authorized Signor \_\_\_\_\_

Title of Signor \_\_\_\_\_

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

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



## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a

destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



FluentSeeds budget for fiscal year July 1, 2022 - June 30, 2023 is represented in the table below. We have met our goals through a diverse revenue stream of committed fee for service income working directly with ten different partnerships, committed grants from both The Overdeck Foundation and Kenneth Rainin Foundation, and individual donors.

In our annual financial statement audit, no findings were present and FluentSeeds was shown to be in a solvent position.

FluentSeeds FY 2023 Organizational Budget 7/1/2022 - 6/30/2023	
	FY 2023 Total
<b>Committed Foundation Grants</b>	<b>\$1,308,667.00</b>
<b>Committed Program Service Revenue</b>	<b>\$1,256,289.05</b>
<b>Individual Donors Goal</b>	<b>\$1,000.00</b>
<b>Total Income</b>	<b>\$2,565,956.05</b>
<b>Expenses</b>	
<b>Indirect Costs</b>	
<b>Total Indirect Costs</b>	<b>\$17,402.93</b>
<b>Personnel Costs</b>	
<b>Total Personnel Costs</b>	<b>\$1,666,134.62</b>
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<b>Total Expenses</b>	<b>\$2,504,361.05</b>
<b>Remaining Balance</b>	<b>\$61,595.00</b>

**EXHIBIT I**

**NON-COLLUSION DECLARATION**

I, CARES for Learning, dba FluentSeeds, 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.

August 5, 2022

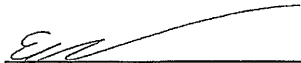
Date

CARES for Learning, dba FluentSeeds

Name of Vendor

Emily Grunt

Printed Name of Authorized Company Representative



Signature of Authorized Company Representative

**EXHIBIT J**

**PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted             YES

Option Granted             NO



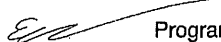
EXHIBIT K

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

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

<u>8/5/2022</u>	<u></u>	<u>Program Director</u>	<u>Emily Grunt</u>
Date	Signature/Title		Type or Print Name

<u>CARES for Learning, dba FluentSeeds</u>	<u>13255 Ozark Trail N</u>	<u>Stillwater, MN</u>
Name of Company	Address	City and State

<u>55082</u>	<u>(760) 207-6337</u>	
Area Code	Telephone #	Fax #

<u>84-3993176</u>
Federal Tax ID Number

## EXHIBIT L

### Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. 22-124AI, CARES for Learning, dba FluentSeeds ("Bidder") requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

#### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Emily Grunt (name of bidder's officer), Program Director (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **TERMINATION**

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized

overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer:**

Emily Grunt  
\_\_\_\_\_  
Name of Proposer's Signee

Date: 8/5/2022

Program Director  
\_\_\_\_\_  
Title of Proposer's Signee



FluentSeeds budget for fiscal year July 1, 2022 - June 30, 2023 is represented in the table below. We have met our goals through a diverse revenue stream of committed fee for service income working directly with ten different partnerships, committed grants from both The Overdeck Foundation and Kenneth Rainin Foundation, and individual donors.

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Since 2014, FluentSeeds has a demonstrated track record of working within the Oakland Unified School District to move children to identified targets. Our team and our programming are flexible and adaptable to changing environments. The unprecedented challenge of Covid-19 was met swiftly and efficiently by our team, all of whom quickly pivoted to meet the requests and demands of leadership, families, teachers, and children. Our financial, implementation, and management systems are proven and dependable. We have skilled trainers, coaches, and leadership ready to serve and partner with OUSD in this new Early Literacy initiative.

Since 2020, FluentSeeds has worked with a multitude of partners nationally, including the San Mateo Office of Education, The Literacy Lab, Reading Corps, South East Education Cooperative, Minneapolis Public Schools, and more. We have served over 390 sites, over 1200 classrooms, more than 3400 teachers and other education professionals, and touched over 20,000 students nationwide. Our track record, the robust structure of our organization, and long-standing partner relationships are proof of our capacity to fulfill commitments.

**Oakland Tribune**

1901 Harrison St., Ste. 1100  
Oakland, CA 94612  
510-723-2850

**7/13/2022**

OAKLAND USD  
PROCUREMENT DEPT  
900 HIGH ST  
OAKLAND, CA 94601

.....  
*Account Number:* 2058287

*Ad Order Number:* 0006684025

*Customer's Reference* Oakland Tribune-Francisco Flores  
*/ PO Number:* / Francisco Flores RFP 22-124AI

*Publication:* Oakland Tribune

*Publication Dates:* 07/15/2022, 07/22/2022

*Amount:* \$243.84

*Payment Amount:* \$0.00

*Invoice Text:* Oakland Unified School District (OUSD) invites interested Early Literacy Tutoring Support Services Providers to submit proposals for RFP#22-124AI. The District seeks to contract with a provider for the 2022-2023 School Year. The full request for proposals is posted online at <https://www.ousd.org/Domain/3301> - Under Bidding Opportunities - RFP#22-124AI.

OUSD's Procurement Office will host a Pre-Bid Conference on July 29, 2022 @ 2:30 p.m., at a Zoom link to be posted at <https://www.ousd.org/Domain/3301>. The deadline for providers to submit questions to [francisco.flores@ousd.org](mailto:francisco.flores@ousd.org) regarding this request for proposal is August 2, 2022, at 2:00 p.m. Proposals will be due on August 5, 2022, at 2:00 p.m. Proposals will be opened on August 9, 2022, at 12:00 p.m., at a Zoom link to be posted at <https://www.ousd.org/Domain/3301>.  
OT 6684025; July 15, 22, 2022

## DATA SHARING AGREEMENT 2022-2023

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”):

FluentSeeds

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. 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 such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, 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.
3. **Term.**
  - a. This Agreement shall start on the below date (“Start Date”): October 1, 2022  
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
  - b. The work shall be completed no later than the below date (“End Date”):  
June 30, 2023  
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** OUSD data 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. For other student data, check any of the following that apply:



OUSD Data includes personally identifiable information from a student record other than directory information. 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:

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 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.)

5. **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.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no 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.
7. **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 other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data 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.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. 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.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.

12. **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.
13. **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
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **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.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. 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) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of

- the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- (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 in 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 parent, legal guardian or eligible pupil 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 the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
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 or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
  - b. Due to Unforeseen Emergency or Act of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may

terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**RECIPIENT**

Name: Emily Grunt  
Title: Program Manager  
Address: 13255 Ozark Trail N, West Lakeland Township, MN 55082  
Phone: (760) 207-6337  
Email: emilyg@fluentseeds.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**20. Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. RECIPIENT 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 RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
  - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
  - (iii) RECIPIENT 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 RECIPIENT is a business entity, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and RECIPIENT is in writing;
  - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
  - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
  - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;

- (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
- (x) RECIPIENT can negotiate its own rates;
- (xi) RECIPIENT can set its own hours and location of work; and
- (xii) RECIPIENT 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.

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

23. **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.

24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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.
25. **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.
26. **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.
27. **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.
28. **Conflict of Interest.**
  - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - c. Through its execution of this Agreement, 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 notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

30. **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 for the Services performed in connection with this Agreement.
31. **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, RECIPIENT, 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, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
32. **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 of this Agreement and for three (3) years after the End Date. RECIPIENT 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 records

and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **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.
40. **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.

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), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
  
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS 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: Emily Grunt

Signature: Emily Grunt

Position: Program Director

Date: August 26, 2022

**OUSD**

Name: Wesley Jacques

Signature: Wesley Jacques

Position: Executive Director

Date: 9/8/22

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera

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

Position: Acting Secretary, Board of Education

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

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

## EXHIBIT A

**1) Anticipated Use of Data:** *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

Recipients will use student-level data in order to understand students' prior reading performance, monitor and support individual students' literacy growth and overall school engagement, accurately communicate with families about student progress, and support families as needed in all aspects of their child's school experience. Student-level data will be transferred to recipient(s) via secure FTP at regularly scheduled intervals (following each assessment administration) for those students who are enrolled in their literacy programs. Recipient will provide a file to OUSD via OUSD's secure FTP containing fields corresponding to student first name, student last name, student date of birth and student school. Data from OUSD will be stored securely by recipient and used to create a data dashboard that will be accessible to program staff for the purposes of monitoring services to students. Access to said data will be restricted by the recipient(s) to protect student data confidentiality.

**2) Description of Existing Agreements between OUSD and Recipient:** *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

Recipient does not have an active research application on file. This data sharing agreement does not cover research or program evaluation activities.

**3) Site/Department to Provide Data** (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Research, Assessment, & Data

**EXHIBIT B**

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results (list): List here	x iReady results, SIPPS results
Attendance	Attendance rate	x as of date when data is pulled
	Number of absences	x as of date when data is pulled
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Number of Suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
Demographics	Gender	x
	Race/Ethnicity	x
	Date of birth	x
	Special ed. flag	x
	Home language	x
	Language proficiency	x
	Birth country	x

Enrollment	School	X
	Grade level	X

Parent/Guardian Contact Information	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	X
Special Indicator	English language learner	X
	Socio-economic disadvantaged (SED) status (Note: we cannot share Free/Reduced Lunch status as a standalone data element)	<input type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Local Identifiers	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>

	Dummy identifiers	<input checked="" type="checkbox"/>
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Student Work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Current year GPA	<input type="checkbox"/>
	Cumulative GPA	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
Other	List additional data elements here	<input type="checkbox"/>