

ATTACHMENT A
SOLICITATION NO. 2650000393

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded on behalf of the Oklahoma State Department of Education (OSDE) for services to support the Emergency Assistance to Nonpublic Schools (EANS) program by engaging in the redevelopment of instructional plans, including curriculum development for remote and hybrid learning to address learning loss, and to initiate and maintain education and support services or assistance for remote or hybrid learning to address learning loss.

1. Contract Term and Renewal Options

The initial Contract term begins on the date of award through September 30, 2022, and there are two (2) one- year options to renew the Contract.

2. Mandatory Requirements

The parties agree to the following terms in addition to obligations set forth in other Contract Documents:

2.1 Supplier shall establish a supplementary instruction program in reading and math to eligible students. When necessary, the supplier must deliver said program, in whole or in part, via distance learning to the extent practicable, upon mutual agreement between the nonpublic school and the Oklahoma State Department of Education, using systems, teaching techniques, diagnostic test, evaluation, academic courses and materials adapted for distance learning at the fees, rates and payment schedules as set forth in this Agreement. Services shall be provided during the term of this Agreement, by certified teachers as defined by ESSA section 1111 (g)(2)(J), must hold an Oklahoma certificate and the proper background and sex offender check with copies given to the nonpublic school as documentation.

2.2 Supplier will provide the instruction in person, as well as at each nonpublic school in a suitable room provided by the school or in an off-site location agreed upon by the supplier, OSDE and the nonpublic school. The supplier will provide the

consumable and non-consumable instructional materials and copying service when needed. Any non-consumable materials or equipment purchased with federal funds remain the property of OSDE. OSDE will retain control of the property, equipment and supplies placed in the nonpublic schools for use in the program.

- 2.3 The online component shall engage curriculum to provide instruction for the most important concepts and skills to engage students with the appropriate grade-level. Ongoing assessments to diagnose strengths and learning gaps should also be made available, along with proper growth data. Online components will also involve tutoring for students who require targeted support.

A login will be provided by the supplier who is hosting the online component to access the materials.

- 2.4 Diagnostic testing – unless the nonpublic school has elected to use available test data for student placement, a teacher employed by the supplier shall test each student participating in the instructional program within a two week time frame, utilizing standard assessment instruments and a diagnostic assessment model. Testing results for new students must be submitted with the monthly billing invoice.

- 2.5 Students shall be placed in the instructional program as determined by consultation from all stakeholders to include the supplier, nonpublic school and OSDE staff based on past academic performance, and standardized testing results.

- 2.6 Teachers assigned to provide services as set forth in this Agreement shall be employees of the supplier who shall be hired and compensated by the supplier. The teachers shall be trained by the supplier staff regarding the program and methodology. Further, these teachers shall be supported during the term of this Agreement by the supplier management staff. In addition, every teacher engaged in direct instruction must satisfy the requirements for criminal background checks as required by law prior to working with students. An annual background check will be provided and paid for by the supplier and a copy of the results will be given to the nonpublic school and OSDE.

3. Performance Activities

Instructional reports shall be periodically delivered to the OSDE as described below:

- 3.1 Progress Reports: Educator shall prepare and deliver a minimum of four (4) reports quarterly on the progress of each child enrolled in the program.

- 3.2 End of Year Report: Educator will provide a cumulative summary of the students served, and the overall gains of the students.
- 3.3 Monthly: Educator shall submit a written invoice and tutoring log to OSDE setting forth the services provided to the nonpublic school students.
- 3.4 OSDE may request additional documentation or explanation regarding services provided to the nonpublic school students at any time. Supplier shall respond to such requests in a timely manner with such additional information as the OSDE may reasonably require. Failure to provide such additional information, or explanation why it cannot be provided, within 30 days of the receipt of the OSDE's request may be cause for termination of the Agreement.
- 3.5 A representative of the OSDE may observe the Party's services to school students at any time, or without prior notice to the supplier.