

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-0711
Introduction Date	6/4/25
Enactment Number	
Enactment Date	



## Board Cover Memorandum

**To** Board of Education

**From** Teaching and Learning Committee  
VanCedric Williams, Chairperson  
Jennifer Brouhard, Member  
Patrice Berry, Member

**Meeting Date** June 4, 2025

**Subject** Curriculum Adoption for Designated English Language Development 1-4

**Ask of the Board** Adoption by the Board of Education, upon the recommendation of the Teaching and Learning Committee, of Resolution No.2425-0212 Selection and purchase of the following curricular materials:  
*National Geographic (dba Cengage materials for DELD 1-4; Learning, Inc.) LIFT course*

ELD 1 - Lift Welcome  
ELD 2 - Lift Intro  
ELD 3 - Lift Fundamentals  
ELD 4 - Lift 1

**Background** **Need for Updated ELD 1-4 Curriculum**  
Providing teachers and students equitable access to high-quality, standards-based instructional materials is a responsibility of the school district and a central component of OUSD's strategy to build coherent instructional systems that improve student outcomes, particularly for students from marginalized communities. To meet the strategic plan goal of guaranteeing literacy by 3rd grade and beyond, OUSD has adopted and implemented high-quality materials in elementary, middle, and high school in recent years. Providing this curriculum with aligned professional development and coaching has created greater alignment across schools and access to grade-level, standards-based learning.

Newcomer ELD teachers across OUSD have been using the *National Geographic dba Cengage Learning, Inc.* curriculum, which has been the *Inside* textbooks for middle school and the *Edge* textbooks for middle school. However, these textbooks are being discontinued and are no longer being printed, and will no longer be available to order in the next few years. For this reason, the ELLMA Office decided to investigate other curriculum options for secondary newcomer ELD, in addition to the new textbooks from *National Geographic*. After surveying neighboring and similar districts who serve similar populations of newcomers, ELLMA learned that the *Vista* curriculum is another popular choice and warranted further investigation. For this reason, we landed on piloting the new curriculum in *National Geographic (Lift)* along with *Vista*. Updating these instructional resources is essential to support teachers and ensure all students are receiving high quality curriculum and instruction.

## **Discussion**

### **Selection Process**

In collaboration with middle and high school ELD teachers, the ELLMA team reviewed materials from two publishers. Starting in spring 2024, the team evaluated print and online resources using criteria informed by student and teacher feedback, as well as expert curriculum reviews, and consultation with other high count newcomer districts across the state to identify the best fit for rigorous and relevant ELD instruction across OUSD.

In fall 2024, the committee recommended piloting both the National Geographic and Vista ELD series books

Twelve teachers from two high schools and 5 middle schools participated in the pilot during the 24-25 school year, using the materials during their scheduled ELD courses.

In February 2025, the teachers completed the pilot, evaluating the materials for student access, student talk, writing expression, complex text use, rigor, cultural relevance, scaffolding for students and teacher support

## **Fiscal Impact**

The funding for the cost of instructional materials and professional learning will be from LCFF Supplemental & Concentration Carryover and annually from CA State Lottery Funds. The total cost for the purchase of curriculum and the associated professional learning, illustrated below, is \$569,541.15 over three years. The service agreement to National Geographic will be \$532,101.15 and the cost for OUSD to provide professional learning will be \$37,440.00.

## **Attachments**

Resolution No. 2425-0212

Agreement for Purchase of Supplies/Materials – National Geographic dba Cengage Learning, Inc.

Presentation - Newcomer ELD Curriculum Adoption 2025

### Summary of 2025-2028 Instructional Materials Cost

Year	Summary of Materials to be Purchased	Quantity	Costs
2025-2028	National Geographic Lift Welcome: Student's Book TBD 1st Edition [CENGAGE ELT, 2025] 9798214172347 / 8214172349	600 per year X 3 years	\$24,000.00 x 3 years <b>\$72,000</b>
2025-2028	National Geographic Lift Welcome: Teacher's Book TBD 1st Edition [CENGAGE ELT, 2025] 9798214172378 / 8214172373	16 per year X 3 years	<b>Free</b>
2025-2028	National Geographic LIFT AME WELCOME SPARK TEACHER S ACCESS EPIN (12 MO) Lesaux/ Short 1st Edition [CENGAGE ELT, 2025] 9798214385211 / 8214385210	16 per year X 3 years	<b>Free</b>
2025-2028	National Geographic Lift Intro: Teacher's Book TBD 1st Edition [CENGAGE ELT, 2025] 9798214172484 / 8214172489	16 per year X 3 years	<b>Free</b>
2025-2028	National Geographic LIFT AME INTRO SPARK TEACHERS ACCESS EPIN (12 MO) Lesaux/ Short 1st Edition [CENGAGE ELT, 2025] 9798214385228 / 8214385229	16 per year X 3 years	<b>Free</b>
2025-2028	National Geographic Lift Intro: Student's Book TBD 1st Edition [CENGAGE ELT, 2025] 9798214172453 / 8214172454	763 per year X 3 years	\$55,699.00 x 3 years <b>\$167,097</b>
2025-2028	National Geographic Lift Intro: Language Companion TBD 1st Edition [CENGAGE ELT, 2025] 9798214172538 / 8214172535	763 per year X 3 years	\$22,890.00 x 3 years <b>\$68,670</b>
2025-2028	National Geographic Lift Fundamentals: Teacher's Book Tbd 1st Edition [CENGAGE ELT, 2023] 9780357501245 / 0357501241	16 per year X 3 years	<b>Free</b>
2025-2028	National Geographic Lift Fundamentals: Language Companion Tbd 1st Edition [CENGAGE ELT, 2023] 9780357501207 / 0357501209	444 per year X 3 years	\$13,320.00 x 3 years <b>\$39,960.00</b>
2025-2028	National Geographic Lift Fundamentals: Student's Book Tbd 1st Edition [CENGAGE ELT, 2023] 9780357501122 / 0357501128	444 per year X 3 years	\$32,412.00 x 3 years <b>\$97,236.00</b>
2025-2028	National Geographic LIFT AME OLP/EBK TEACHER ACCES S EPIN FUNDAMENTALS (12 MO) Adams/Worthington/Lesaux 1st Edition [CENGAGE ELT, 2023] 9798214172927 / 8214172926	16 per year X 3 years	<b>Free</b>

2025-2028	National Geographic Lift 1: Teacher's Book Tbd 1st Edition [CENGAGE ELT, 2023] 9780357501252 / 035750125X	16 per year X 3 years	<b>Free</b>
2025-2028	National Geographic Lift 1: Student's Book Tbd 1st Edition [CENGAGE ELT, 2023] 9780357501139 / 0357501136	200 per year X 3 years	\$14,600.00 x 3 years <b>\$43,800</b>
2025-2028	National Geographic Lift 1: Language Companion Tbd 1st Edition [CENGAGE ELT, 2023] 9780357501214 / 0357501217	200 per year X 3 years	\$6,000.00 x 3 years <b>\$18,000.00</b>
2025-2028	National Geographic LIFT AME OLP/EBK TEACHER ACCESS EPIN 1 16 (12 MO) Adams/Worthington/Lesaux 1st Edition [CENGAGE ELT, 2023] 9798214172934 / 8214172934	16 per year X 3 years	<b>Free</b>
2025-2028	National Geographic Lift Phonics: Teacher's Book NGL 1st Edition [CENGAGE ELT, 2025] 9798214457963 / 8214457963	16 per year X 3 years	<b>Free</b>
2025-2028	Processing Fees		\$8,446.05 per year X 3 years <b>\$25,338.15</b>
<b>Total</b>			<b>\$532,101.15</b>

### 3 Year Professional Learning Costs

Year	Summary of trainings	Quantity	Costs
2025-2028	ELL PRODUCT TRAINING National Geographic Learning 1st Edition [CENGAGE ELT, 2023] 9798214457833 / 8214457831	2	<b>Free</b>
2025-2028	Teacher hours for training		<b>\$37,440</b> 16 Newcomer ELD Teachers \$60 a hour 6.5 hours a day X 2 days X 3 years
<b>Total</b>			<b>\$37,440</b>

# Attachment A:

## Designated English Language Development (D-ELD) Levels 1-4 Proposal

### Table of Contents

[I. Purpose of Document](#)

[II. Summary of Strengths and Needed Improvements](#)

[III. Findings by Activity or Data Source](#)

A. [Participating Teacher Feedback](#)

B. [Lesson Observations](#)

C. [Student Work Samples](#)

[IV. Links and References](#)

### I. Purpose of Pilot and Document

Newcomer ELD teachers across OUSD have been using the *National Geographic* curriculum, which has been the *Inside* textbooks for middle school and the *Edge* textbooks for middle school. However, these textbooks are being discontinued and are no longer being printed, and will no longer be available to order in the next few years. For this reason, the ELLMA Office decided to investigate other curriculum options for secondary newcomer ELD, in addition to the new textbooks from *National Geographic*. After surveying neighboring and similar districts who serve similar populations of newcomers, ELLMA learned that the *Vista* curriculum is another popular choice and warranted further investigation. For this reason, we landed on piloting the new curriculum in *National Geographic (Lift)* along with *Vista*. Interested teachers were recruited to participate in the pilot and attended appropriate trainings to get started using the pilot curriculum.

This report was prepared by the ELLMA Secondary Newcomer Team and brings together the many pieces of information the Team collected about *Vista (Get Ready, Engage, and Bridges)* textbooks and the new *National Geographic* curriculum (*Lift* textbooks) during the 2024-25 school year (concentrated in the months of November to March).

The report begins with a focused summary of strengths and areas of improvement for the curriculum piloted. The report then follows with our findings from teacher feedback, lesson observations, and student work samples. In total, there were 9 participating teachers across 5 schools (both middle and high school) in this pilot during the 2024-2025 school year. The participating teachers were chosen to represent a mix of new teachers (including first year), experienced teachers (5-10 years experience), and veteran teachers (15-20 years experience). Teachers were also recruited and chosen to participate based on their appetite and willingness for this project, including openness to lesson observations and ability to provide detailed and thoughtful feedback.

This report represents the recommendations of the ELLMA Newcomer Team and the participating teachers in the curriculum pilot. The goal of the report is to support a curriculum adoption for Newcomer ELD at the secondary level, which is a course sequence during the first three years of U.S. schools for newcomers in grades 6-12. After completing the course sequence ELD 1, ELD 2, and ELD 3, students are no longer considered newcomers and will be entering non-newcomer ELD courses. Again, this curriculum pilot focused on supporting the newcomer ELD sequence with a recommendation for appropriate materials.

## II. Summary of Strengths and Needed Improvements

Below is a high level summary of the strengths and needed improvements for each program based on our data sources. We begin with an outline of which textbooks would align to each newcomer ELD level (levels 1-3).

ELD Level	National Geographic Textbook	Vista Textbook
ELD 1	Lift Welcome	Get Ready 6-8 and 9-12
ELD 2	Lift Intro	Get Ready 6-8 and 9-12
ELD 3	Lift Fundamentals	Engage A (HS) Bridges A (MS)
ELD 4	Lift 1	Engage B (HS) Bridges B (MS)

Program Element	Vista (Get Ready and Bridges/Engage)	National Geographic (Lift)	Which program is stronger?
Overview/ Comparison	The Vista curriculum begins with the book <i>Get Ready</i> which has two versions: one for grades 6-8 and one for grades 9-12. <i>Get Ready</i> has 10 units which could be spread over the first two ELD levels: ELD 1 and ELD 2. Here is a link to the <a href="#">Get Ready 6-8 scope and sequence</a> . The units cover typical beginning ELD topics such as introductions, talking about the classroom, etc. Vista then moves to <i>Engage</i> (for high school) and <i>Bridges</i> (for middle school) which is organized by an essential question and has a series of texts and activities organized around the essential question and theme, such	The <i>National Geographic</i> series is the same for grades 6-12 (i.e. no separate high school and middle school textbooks). The textbook is called <i>Lift</i> and is separated into levels: welcome (ELD 1), intro (ELD 2), fundamentals (ELD 3). The <i>Lift Welcome</i> textbook is similar to the <i>Get Ready</i> book by Vista in that it begins with similar topics like introductions, classroom vocabulary, etc. It is still organized by an essential question; for example, the first unit question is "Who are you?" The next textbook, <i>Lift Intro</i> , has slightly more sophisticated essential questions	<b>National Geographic.</b> National Geographic has a more rigorous ELD 2 book, with more complex text, but then a less rigorous jump to ELD 3. Vista allows for students to work on basic English for longer in ELD 2 by using the <i>Get Ready</i> book for both ELD 1 and ELD 2. However, once students are in ELD 3, the jump to <i>Bridges/Engage</i> is quite steep as the A, B,

	as “choices and pathways” (unit 1) and “hope and courage (unit 2). For Vista, OUSD would purchase separate books for middle school and high school.	and more complex text than the second half of the <i>Get Ready</i> textbook.	C levels are not differentiated (i.e. A is not easier than B in terms of text complexity).
<b>Extended student inquiry on a topic to build knowledge and language learning in preparation for a summative task</b>	Get Ready (for ELD 1-2) has 10 units plus a lot of supplementary materials that can span across ELD 1 and 2. For ELD 3 the jump is to Bridges or Engage Level A. The units are organized around themes and essential questions; however there is not a strong text set to go with each topic/theme. Additionally, the end of unit tasks are not explicitly tied to a mentor text that is part of a unit, so teachers would need to improvise and create their own text-based tasks as end of unit summative tasks.	The Lift textbooks for ELD 1-3 are titled Welcome, Intro, and Fundamentals. Welcome has 12 units and Intro and Fundamentals have 8 units. Each unit is organized around a theme and essential question and tied together with texts related to the theme. There are several texts in each unit and a summative task that is related to the texts in the unit, and connected to the essential question and key language/vocabulary in the unit.	<b>National Geographic (Lift)</b> , due to multiple texts in each unit to support genuine inquiry and language development that culminate in a summative task. Also, there are easier-to-follow writing genre development tied to the unit summative task.
<b>Rigor and engagement of texts and tasks</b>	<i>Get Ready</i> has some texts appropriate for ELD 1 but because the book would be used for both ELD 1 and ELD 2, it is lacking in rigorous text appropriate for ELD 2. And then for ELD 3 the Bridges/Engage A texts jump to a much higher complexity.	<i>Lift</i> texts are rigorous and engaging, tasks are grade-level aligned in terms of standards, and the inclusion of open-ended tasks and a more authentic, extended inquiry supports critical thinking, language learning and quality student production.	<b>National Geographic (Lift)</b> , due to the sophistication of thinking and student production due to longer units and genuine inquiry.
<b>Scaffolding up to complex text and task for all students</b>	There is appropriate scaffolding at the <i>Get Ready</i> level textbooks, however when students get to ELD 3 and to the Bridges/Engage Level A textbooks, there is not sufficient scaffolding. It is a huge leap at that level and teachers will need to do their own scaffolding of the texts in order to create access points.	There is appropriate scaffolding of texts in the <i>Lift</i> textbooks with a predictable before, during, after reading sequence of strategies. Students are given opportunities to engage with the language and content of the texts in this lesson framework and through the key strategies.	<b>National Geographic (Lift)</b> , due to the extended inquiry that supports student acquisition of language, literacy and content over time.
<b>Teacher Useability</b>	<i>Vista</i> has a lot of resources for teachers to use, and a lot of guidance and support, although it takes time to learn about all the different resources available and how they can be used. For a new teacher, it will take training and	Teachers in our feedback session noted that the <i>National Geographic</i> textbooks are easy to follow and fairly self-explanatory. There are other resources that go along with the textbooks (mostly online) and they are easy to use and follow.	<b>National Geographic (Lift)</b> because it has fewer components and is easier to follow, especially for a new teacher.

	support to make use of these materials. .		
<b>Teacher Craft and Professional Agency</b>	The wealth of resources is impressive, but to make good use of the multiplicity of resources, some type of organizing principle not explicitly articulated in the program seems necessary. For new teachers especially, there is a lot to sift through and a need to create additional scaffolds. .	Overall, the clear and appropriate complex essential questions and student inquiry guidance create a guiding principle that is both reflected in the details of the lesson and available to help teachers make specific decisions about how to deliver a lesson, or help teachers and sites choose a focus to go deeper. These principles set a course for teachers to grow as individuals and as a community.	<b>National Geographic</b> because of the stronger framing of a complex essential question that organizes the materials and practices (including inquiry projects), which can guide further teacher learning over time.
<b>Equity and Cultural Responsiveness</b>	The texts in <i>Vista</i> are culturally responsive and have engaging themes related to many students' lived experiences.	<i>National Geographic</i> has a variety of texts, some of which feel connected to students' experiences, and all of which have themes that students will find relatable.	<b>National Geographic</b> , for the extended inquiry work that invites deeper student investment and their longer-standing engagement with a complex, but relatable theme.
<b>Student Talk and Integrated ELD</b>	There are opportunities for student talk however those opportunities often require teachers to create additional scaffolds for access points the curriculum doesn't provide.	There is a clear before, during, after sequence of strategies to support student talk around a text, theme, and essential question.	<b>National Geographic</b> , for the much stronger framing around student talk related to complex texts and tasks.
<b>Designated ELD</b>	There is explicit attention to teaching Part II of the CA ELD standards, however teachers mentioned that the language focus parts of the lessons are sometimes not tied to the texts and themes.	There is also explicit teaching of Part II of the CA ELD standards in this curriculum with more attention tying the language components to the texts and themes of the unit. There is also a Language Companion piece that a piloting teacher appreciated.	<b>National Geographic</b> for its attention to tying the language focus of each unit and lesson to the text and task.

### III. Findings by Activity or Data Source

In this section we describe the different data gathering activities, and discuss what trends are appearing by activity or data source, and provide links to the sources documents.



## A. Participating Teacher Feedback

The following teachers participated in the textbook pilot during this 2024-25 school year. Teachers attended textbook training in August-September 2024, and then received class sets of textbooks and online access to the program to implement in their classrooms. Teachers gave feedback through surveys in October-November 2024. In the spring semester, teachers gave feedback during Second Wednesday PD in January and during a release day in February.

**Table: Teachers Participating in Pilot**

Teacher Name	School Site	Grade Level	Curriculum Piloting
Elsa Varela	Frick United	6-8	Get Ready, Bridges A
Haylin Mujica-Herrera	Frick United	6-8	Get Ready
Amanda Bloch	Greenleaf	6-8	Get Ready
Nelly Alcantar	Melrose Leadership Academy	6-8	Get Ready
Alicia Lobaco	Fremont High School	9-12	Engage B (ELD 4)
Laura Robinson	Fremont High School	9-12	Engage B (ELD 4)
Javier Alvarado	Fremont High School	9-12	Engage B (ELD 5)
Sara Delman	Fremont High School	9-12	Engage A (ELD 3)
Joel Tomfohr	Fremont High School	9-12	Get Ready (ELD 2)
Peter Cook	Castlemont High School	9-12	Get Ready (ELD 1)
Diana Campos & Curt Douglas (coach)	Elmhurst United	6-8	Lift Welcome, Intro, Fundamentals, Level 1
Shannon Darcey	Urban Promise Academy	6-8	Lift Welcome and Intro

**Table: Feedback Opportunities**

Program & notes link	Date	Artifact	Grades Represented	# of Attendees	Sites represented
Teacher Survey Data	12.9.24	<a href="#">First Survey Responses Link</a>	6-12	7	Frick MLA Fremont Elmhurst
Teacher Focus Group Release Day	2.27.25	<a href="#">Survey Responses Link</a>	6-12	9	Frick Fremont Elmhurst

		<a href="#">Release day agenda</a>			UPA
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### Key Learnings from Survey Data and Feedback Opportunities

We collected feedback in December, after teachers had been using the pilot materials for a couple months, and then again in February, after teachers had been piloting the materials for four months or more. The first round of feedback was based on survey data only, and the second round was during a release day where we had extended conversations about the materials, compared similar units across the two textbooks, and looked at student work. We also collected robust feedback via survey at the end of the release day together.

#### ***Highlights of Complex Text and Task Answers***

Teachers noted that both curriculum include complex texts and various access points to complex text. Teachers found the Vista texts to be too complex at the Engage/Bridges level for newcomers students to access without significant scaffolding on the part of the teacher. National Geographic, on the other hand, provided complex texts that were shorter and more accessible, yet still complex and robust.

#### ***Highlights of Teacher Experience and Useability Answers***

All teachers reported that the National Geographic program was more user-friendly especially for new teachers, and the Vista curriculum contained so many resources it felt overwhelming. One new teacher reported, “the usability of the Lift textbooks is simply easier for me to start with. As overwhelming as it is to be a teacher, the Lift text book allows me to backwards plan my lesson in a clear way. I am able to almost teach out of the book with the way that the lessons easily flow into one another. The structure of Vista lessons were confusing to plan and since they jumped around a lot, objectives were hard to follow and communicate to kids.” This summarizes how the teachers overall felt about the usability.

#### ***Highlights of Student Experience Answers (Extended Inquiry Around a Topic)***

Generally both programs but especially National Geographic earned strong praise for its ability to engage students in inquiry study of interesting topics, and support them in sophisticated writing and rich and authentic conversation. One teacher said, “The theme and connection between texts in each unit in the Nat Geo curriculum seems very clear and would provide a coherent framework for students, but that while the text is engaging in Vista, the theme and connection among texts within a unit is much less apparent.” Overall teachers felt the National Geographic curriculum was stronger.

### C. Lesson Observations

We conducted 5 lesson observations (2 for *Lift- National Geographic* and 3 for *Vista*). The purpose of the lesson observations was to get a deeper understanding of how the curriculum worked and what it offered. The observers included a Central Office TSA in the ELLMA Office and 1 site-based language and literacy coach. The two observers met to debrief and come to consensus on key noticings from lesson observations including comparisons between the two curriculum by analyzing similar units and noting key differences.

The goal during the debrief was to dig further into the lesson materials in relation to what had just been seen in order to assess the program on the rubric indicators, with evidence included along with our ratings. [The lesson observation documentation for both programs is viewable here.](#)

Overall, the National Geographic (Lift) observations and materials were rated between 3-4 and the Vista observations were rated between 2-3, giving the National Geographic lesson observations an overall higher average score.

#### ***Highlights of the National Geographic (Lift) Lesson Observations***

**National Geographic (Lift)** showed its greatest strength in providing opportunities for students to access appropriately leveled complex text sets around an engaging theme. Lessons were anchored in complex text and provided rigor and scaffolds and useful lesson routines across the unit with all of these ratings at 3 - strong or above when the observers ratings are averaged. This textbook series is overall significantly stronger than *Vista* for all indicators.

#### ***Highlights of the Vista Lesson Observations***

*Vista's* strengths, at the *Get Ready* level, are in supporting students to access themes related to their everyday lives, like understanding fire drills and the language around that topic, as well as identifying aches and pains in the body and be able to talk about that. At the *Get Ready* level especially, though, there is less of focus on a complex and rigorous essential question tied to complex text sets with before, during, and after reading routines, which is present in the *National Geographic* curriculum.

### **D. Student Work Samples**

The Student work samples provided a window into the types of assignments that students were asked to complete in the two programs. [You can see the student work sample from an ELD 1 classroom piloting Lift here.](#) The [student work from an ELD 3 class using Vista is here](#), however it is with a teacher-created scaffold the textbook did not provide, which is typical of the writing and reading experiences teachers had with this curriculum.

## **IV. Links and References**

### **A. Explanation of Program Elements in the Summary of Strengths and Needed Improvements**

Below we provide brief definitions of each of the areas called out in the table summarizing strengths and needed areas for improvement.

- **Extended student inquiry on a topic to build knowledge and language learning in preparation for a summative task:** This element evaluates the ability of the curriculum to create sustained student inquiry around a topic over time, so that students may build both content and language knowledge, including understanding of specific genres that are called for in a summative task.
- **Rigor and engagement of texts and tasks:** This element refers to the programs adherence to grade-level standards and challenge in texts and tasks, but also to how engaging the tasks are, since if texts and tasks are not engaging, then students will be less likely to engage in the productive struggle that allows them to master grade level content. A critical aspect of engaging tasks is cultural responsiveness (see below).

- **Scaffolding up to complex text and tasks for all students:** The benefits of work with complex texts must be available to ALL students daily, including historically underserved students such as including historically underserved students such as African American, Latino, and Pacific Islander students, ELLs and students with IEPs. We must “scaffold up” to complex text, rather than simplify or circumvent the text. Using strategies such as pairing students with different language abilities, providing frequent opportunities for student talk and sense making supported by protocols and/or language patterns. By providing templates for responding to a piece of text, planning to write, and using visuals to illustrate concepts.
- **Teacher Useability:** This element is focused on how well the program provides routines and rhythms that help teachers in understanding and preparing to teach, and how well the program integrates all those elements that are needed to fully serve OUSD students, such as strong student talk guidance and robust scaffolding opportunities
- **Teacher Craft and Professional Agency:** This element refers to the ability of the program to go beyond scripting of lessons to the building of solid foundational knowledge in key areas (e.g. scaffolding) that will support teachers with decision making and deepening of implementation of a curriculum over time. It also includes opportunities for teachers to innovate within the curriculum. This foundational knowledge should also appear as advice to teachers in lessons around specific areas (again, scaffolding is a good example) so that teachers can make instructional decisions tailored to their students.
- **Equity and Cultural Responsiveness:** This is a complex element with many facets. First, text topics, characters and authors of texts should provide robust representation from historically underrepresented groups, such as lower income people, women, LGBTQ people, African Americans, Asians and Pacific Islanders, Native Americans, Latinos, and English Language Learners. Second, the practices and the tasks in the lessons should promote equity and reflect cultural diversity. For example, curriculums are more culturally responsive and equitable when they are structured to provide opportunities for student discussion, particularly when the prompts are open ended and students have a role in running the discussions. These discussions allow students to bring their own culture into the learning space. Thirdly, a curriculum should provide implementers with a clear and explicit guidance about how to provide all students equitable access.
- **Student Talk and Integrated ELD:** Integrated ELD is the practice of explicitly teaching language all day long in every content area. Sample practices that help students develop academic language include opportunities for students to talk about and make meaning of academic texts and content (including *student-to-student* talk), providing graphic organizers and teaching academic vocabulary through multiple examples. Robust opportunities for students to talk, including authentic dialogue around engaging and open-ended questions are associated with strong student literacy outcomes.
- **Designated ELD:** The Designated ELD described in the CA ELA/ELD Framework avoids isolated grammar exercises designed to identify and correct language “deficits.” Instead, it focuses on students “interacting in meaningful ways,” as they “learn about how English works.” These Designated ELD lessons leverage students’ ability to discuss and write about how specific language holds meaning in texts, and then apply this knowledge to writing and speech opportunities that matter to students.

## B. Summaries of Rubric Indicators

Note: 1 = little or none, 2 = some, 3 = strong, 4 = exemplary	Vista	National Geographic
Indicator	AVERAGE of Observers' Post-Lesson Ratings	AVERAGE of Observers' Post-Lesson Ratings

Does the lesson provide opportunities for ALL students to express ideas and learn content and language through student talk?	<b>2.20</b>	<b>2.75</b>
through writing?	<b>2.20</b>	<b>3.00</b>
through other means (please describe in comments)?	<b>2.20</b>	<b>3.00</b>
Is the lesson anchored in complex text?	<b>2.20</b>	<b>3.00</b>
Is the task rigorous overall and reflective of grade level standards?	<b>2.67</b>	<b>3.00</b>
Is the task engaging, relevant and culturally sustaining?	<b>2.67</b>	<b>3.00</b>
How well do scaffolds built into the program support your student learning for ALL students during the lesson?	<b>2.67</b>	<b>4.00</b>
How well do built-in lesson routines support your teaching during the lesson?	<b>2.00</b>	<b>3.50</b>
<b>Total Averages</b>	<b>2.35</b>	<b>3.16</b>

Legislative File Info.	
File ID Number:	25-0711
Introduction Date:	6/4/25
Enactment Number:	
Enactment Date:	

**RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
No. 2425-0212**

**Secondary Designated English Language Development Levels 1-4**

**WHEREAS**, pursuant to Board Policy 6161.1, the Governing Board is responsible for selecting textbooks and other instructional materials for use in District schools;

**WHEREAS**, the State Board of Education (SBE) has approved standards for curriculum, certain curriculum frameworks, and has approved a list of basic instructional materials for use in secondary designated ELD;

**WHEREAS**, the Governing Board shall select instructional materials or shall have otherwise determined which instructional materials align with the state academic content standards;

**WHEREAS**, the Governing Board shall select instructional materials for secondary Designated English Language Development upon determining that the materials are:

- Aligned to applicable academic content standards;
- Are provided by publishers that comply with legal requirements;
- Do not reflect adversely upon persons because of their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law;
- Reflective of California's multicultural society, avoid stereotyping, and contribute to a positive learning environment;
- Are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels;
- With the exception of literature and trade books, use proper grammar and spelling;
- Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate;
- Support the district's adopted courses of study and curricular goals;
- Contribute to a comprehensive, balanced curriculum;
- Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities and developmental levels;
- Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills;
- Contribute to the proper articulation of instruction through grade levels;

Legislative File Info.	
File ID Number:	25-0711
Introduction Date:	6/4/25
Enactment Number:	
Enactment Date:	

- Have corresponding versions available in languages other than English as appropriate;
- Include high-quality teacher's guides;
- Meet high publishing standards in terms of the quality, durability and appearance of paper, binding, text and graphics;
- Upon adoption of standards by the SBE, not exceed maximum textbook weight standards;
- Meet the standards for social content that portray in a realistic manner democratic values, cultural pluralism, and the diversity of the state's population, and emphasize people in varied, positive, and contributing roles;

**WHEREAS**, as summarized in Attachments, instructional review committees comprised of teachers, teachers on special assignment and district content specialists, with the majority of the participants being classroom teachers, reviewed instructional materials for potential use in District schools and found the following to meet the standards for adoption, therefore, the following instructional materials are recommended for adoption by the Governing Board:

- National Geographic LIFT Series for secondary Designated English Language Development

**WHEREAS**, expenditures, pursuant to an agreement between National Geographic dba Cengage Learning, Inc., for secondary Designated English Language Development. This shall not exceed the total amount of \$532,101.15, for the period June 1, 2025 to June 30, 2028, for the purchase of 6-12 grades Designated English Language Development 1-4. thereto;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education hereby finds that National Geographic LIFT instructional materials meet the standards for adoption and hereby selects National Geographic dba Cengage Learning, Inc. for secondary Designated English Language Development for use in district schools.

**BE IT FURTHER RESOLVED** that the Board approves the Services Agreement For Purchase of Supplies/ Materials by and between the District and Bedford, Freeman & Worth (BFW) Publishing Group, Nashville, TN, for term July 1, 2025 to June 30, 2028, in an amount not to exceed \$532,101.15, for the selection/ purchase of 6-12 grades Designated English Language Development 1-4.

Passed by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

Legislative File Info.	
File ID Number:	25-0711
Introduction Date:	5/27/25
Enactment Number:	
Enactment Date:	

NOES:

ABSTAINED:

RECUSE:

ABSENT:

### **CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on June 4, 2025.

### **OAKLAND UNIFIED SCHOOL DISTRICT**

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Jennifer Brouhard  
President, Board of Education

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Kyla Johnson-Trammell  
Secretary, Board of Education





## **AGREEMENT FOR PURCHASE OF SUPPLIES/MATERIALS**

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

The PARTIES hereby agree as follows:

1. **Supplies/Materials.** VENDOR shall deliver the supplies or materials (“SUPPLIES/MATERIALS”) as described in **Exhibit A**. Ownership in the SUPPLIES/MATERIALS shall transfer at the time of delivery.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
  - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily providing the SUPPLIES/MATERIALS. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
  - b. Compensation for SUPPLIES/MATERIALS provided outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the provision of such SUPPLIES/MATERIALS.
  - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SUPPLIES/MATERIALS provided prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
  - d. Payment for SUPPLIES/MATERIALS shall be made for all undisputed amounts within thirty (30) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SUPPLIES/MATERIALS actually provided and after OUSD’s written approval that the SUPPLIES/MATERIALS were actually provided. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct its unsatisfactory provision of SUPPLIES/MATERIALS, even if the unsatisfactory character was not apparent or detected at the time a payment was made. If OUSD determines that

SUPPLIES/MATERIALS do not conform to the requirements of this AGREEMENT, VENDOR agrees to correct it without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SUPPLIES/MATERIALS were provided, name(s) of the person(s) providing the SUPPLIES/MATERIALS, date(s) the SUPPLIES/MATERIALS were provided, brief description of the SUPPLIES/MATERIALS provided on each date, total invoice amount, and the basis for the total invoice amount.
  - 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 within 30 days of the date that the applicable SUPPLIES/MATERIALS were provided to OUSD. 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. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SUPPLIES/MATERIALS, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SUPPLIES/MATERIALS under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SUPPLIES/MATERIALS satisfactorily provided through the date of suspension.
6. **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 SUPPLIES/MATERIALS satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop

providing SUPPLIES/MATERIALS upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. The receiving party shall have thirty (30) days after notice was sent to cure the breach. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SUPPLIES/MATERIALS upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to provide the SUPPLIES/MATERIALS, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SUPPLIES/MATERIALS upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 36 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SUPPLIES/MATERIALS satisfactorily provided through the date of termination.

**7. Data and Information Requests.**

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

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of providing the SUPPLIES/MATERIALS, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 19 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SUPPLIES/MATERIALS are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

10. **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 SUPPLIES/MATERIALS provided. In accordance with Paragraph 3 (Compensation), the SUPPLIES/MATERIALS must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to correct any defects in the SUPPLIES/MATERIALS, in whole or in part, if OUSD, in its sole discretion, determines that the SUPPLIES/MATERIALS do not comport with this Agreement.

11. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

12. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt

requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the provision of the SUPPLIES/MATERIALS pursuant to this AGREEMENT.
14. **Insurance.**
  - a. If Vendor is providing services to OUSD hereunder, Vendor shall maintain the following insurance policies: (a) Commercial General Liability in an amount of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (b) Automobile Liability in an amount of not less than \$1,000,000 per occurrence; and (c) Worker's Compensation to the extent required by law. Vendor will provide OUSD with a certificate of insurance upon request.
15. **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 the SUPPLIES/MATERIALS. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
  - b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
16. **Conflict of Interest.**
  - a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
  - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SUPPLIES/MATERIALS provided under this AGREEMENT, and in the event of any change in either private interest or the SUPPLIES/MATERIALS under this AGREEMENT, any question regarding a possible conflict of interest

which may arise as a result of such change will be immediately brought to OUSD's attention in writing.

- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
  18. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SUPPLIES/MATERIALS provided in connection with this AGREEMENT.
  19. **Indemnification.**
    - a. Vendor shall indemnify, defend, and hold harmless OUSD and its respective officers, directors, employees and agents (excluding insurance carriers) ("Indemnified Parties") from and against any claims, demands, proceedings, investigations, or suits, brought by a third party (a) to the extent arising from bodily injury, death, or damage to real or personal property caused by Vendor's gross negligence or willful misconduct; or (b) alleging that the materials as delivered infringe a valid United States copyright, patent, trademark, or other propriety right (each, a "Claim"). Vendor will indemnify Indemnified Parties for any finally awarded damages or settlement amount approved by Vendor in writing to the extent arising from a Claim. Notwithstanding the foregoing, Vendor shall have no obligation to indemnify OUSD to the extent a Claim arises from (a) OUSD's use of the materials in combination with technology or services not provided by Vendor, if the alleged infringement would not exist without such combination; (b) any OUSD content or data input into the materials; (c) Vendor's compliance with designs, specifications, or instructions provided in writing by OUSD, if such infringement would not have occurred but for such designs, specifications, or instructions; or (d) use of the materials by OUSD after notice by Vendor to discontinue use. Vendor's obligation to indemnify is contingent on OUSD: (a) promptly providing written notice of the Claim to Vendor; (b) giving Vendor sole control of the defense and settlement of the Claim (provided that any settlement



unconditionally releases OUSD of all liability and does not make any admissions on behalf of OUSD or include payment of any amounts by OUSD); and (c) providing Vendor, at Vendor's expense, all reasonable assistance in connection with such Claim. OUSD may participate in the defense of the claim at its sole cost and expense. This paragraph sets forth Vendor's sole liability to, and OUSD's exclusive remedy for, any Claim against the OUSD.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
20. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SUPPLIES/MATERIALS 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.
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. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any

of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No



provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

33. **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.
34. **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.
35. **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.
36. **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.
37. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
38. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and

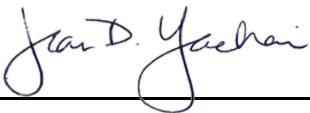
properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

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

**VENDOR**

Name: Jean Yacchari

Signature: 

Position: K12 Contracts Program Manager

Date: 05/07/2025

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

**OUSD**

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

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

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

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

☐ Board President (for approvals)

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

Name: Kyla Johnson-Trammell

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

Position: Superintendent and Secretary, Board of Education

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

*Approved as to form by OUSD Legal Counsel*

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form by:



5/6/2025

Josh Cumming  
Project Attorney  
Office of the General Counsel

Date

## SUPPLIES/MATERIALS AGREEMENT

### EXHIBIT A

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

**VENDOR:** Cengage Learning, Inc.

1. **Supplies/Materials.** Describe the SUPPLIES/MATERIALS VENDOR will provide: \_\_\_\_\_

Please see included quote.

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2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

**Start Date:** July 1, 2025

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

**End date:** June 30, 2028

3. **Compensation.**

- a. Provide a description below of the amount of compensation and how it will be determined. Attach a copy of any relevant documentation (e.g., invoices) as necessary: Please see included quote.

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

**Not-To-Exceed Amount:** \$532,101.15

12. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: Cengage Learning, Inc.

Address: 5191 Natorp Boulevard

City, ST Zip: Mason, Ohio 45040

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

Email: legal.notices@cengage.com

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

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

☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.



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