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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

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 AP Environmental Science

- *Environmental Science for the AP Course (Bedford, Freeman & Worth (BFW) Publishing Group)*

Ask of the Board Adoption by the Board of Education, upon the recommendation by the Teaching and Learning Committee, of Resolution No. 2425-0044 - Selection and purchase of the following textbook:

Environmental Science for the AP Course (Bedford, Freeman & Worth (BFW) Publishing Group) for High School

Background **Need for Updated AP Environmental textbook**

OUSD currently offers four Advanced Placement (AP) courses for science: *AP Chemistry*, *AP Biology*, *AP Physics*, and *AP Environmental Science (APES)*. Of those classes, APES has the highest enrollment each year. As of the writing of this proposal, the number of students enrolled in APES was slightly more than the total enrollment of the other three classes combined.

OUSD initially adopted the textbook, *Living in the Environment (AP Edition)* by Miller and Spoolman (2008, Cengage) to support students taking AP Environmental Science (APES). Additional editions were purchased until 2018. In 2020, College Board updated their Course and Exam Descriptions (CEDs) for science, and that adopted textbook was no longer aligned to the new elements. Since then, APES teachers have been pulling together resources from multiple places and attempting to update existing materials. Last year, two of the five APES teachers requested updated materials. After reviewing options, including purchasing updated versions of the current adopted text, the teachers identified, ***Environmental Science for the AP Course*** by Friedland and Relyea (2023, BFW), as a strong program. It was getting positive reviews from teachers outside of the district because of strong alignment to College Board's CEDs for AP Environmental Science, supplemental resources, and

tools teachers could use to support students. We decided to pilot the textbook and online resource in fall 2024.

Discussion **Selection Process**

Review of the updated AP Environmental Science curriculum began in Spring 2024. The selection team narrowed it down to one option to compare to the current version of the text that was previously adopted. There are currently five teachers across three school sites who teach *APES*, and each had an opportunity to review materials and provide feedback. Similar evaluation criteria from our adoptions and pilots in other science classes were used—those included: 1) Alignment to standards/framework; 2) Student Materials; and 3) Teacher Materials and Usability. The standards and framework in this context were the specific features outlined by *College Board* in their updated Course and Exam Description (*CED*) for *AP Environmental Science*. The lead teachers on the pilot teachers recommended we move forward with adopting *Environmental Science for the AP Course* by Friedland and Relyea (*BFW Publishers*).

Fiscal Impact There is a one-time cost for adoption materials (books, teacher materials, platform licenses) and annual workbook refill expenditures. BFW also provides professional learning. The complete purchase of *Environmental Science for the AP course* for 3 years is estimated to be **\$114,119.20**.

Summary of Instructional Materials Costs: Years 1-3, 2025-2028

Year	Summary of Materials to be Purchased	Costs
2025-26	Achieve portal Teacher Licenses Achieve portal Student Licenses Digital and print full-length APES texts Print student workbooks	\$69,619.20
2026-27	Student workbooks	\$5,500.00
2027-28	Student workbooks	\$5,500.00
	TOTAL =	\$80,619.20

Summary Table - Professional Learning: Years 1-3, 2025 - 2028

Year	Summary of Professional Learning Offerings	Costs
2025-26	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training	\$13, 500.00

	Monthly 2nd Wednesday Series September & January PD Days	
2026-27	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$10, 000.00
2027-28	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$10, 000.00
	Cost for direct BFW Training	\$13, 000.00
	OUSD costs for teacher stipends	\$20, 500.00
	TOTAL =	\$33, 500.00

SY 2025-2028 Total Amount Not to Exceed \$114,119.20

- Attachment(s)**
- Resolution No. 2425-0044
 - Attachment A: AP Environmental Textbook Adoption Proposal
 - Attachment B: Budget Proposal for Instructional Materials
 - Attachment C: Budget Proposal for Ongoing Professional Learning
 - Services Agreement - Bedford, Freeman & Worth Publishing Group (pending)
 - Presentation - AP Environmental Science Textbook Adoption

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**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
NO. 2425-0044**

Curriculum Adoption for Advanced Placement Environmental Science

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 has approved standards for curriculum, certain curriculum frameworks, and has approved a list of basic instructional materials for use in 9-12 Grade;

WHEREAS, the Governing Board shall select instructional materials for use in grades 9-12th or shall have otherwise determined which instructional materials align with the state academic and content standards;

WHEREAS, the Governing Board shall select instructional materials for grades 9-12th grade 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;
- Have corresponding versions available in languages other than English as appropriate;
- Include high-quality teacher's guides;

Legislative File Info.	
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- 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 A-C, 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:

- *Environmental Science for the AP Course (Bedford, Freeman & Worth (BFW) Publishing Group)*

WHEREAS, expenditures, pursuant to an Agreements by and between the District and Bedford, Freeman & Worth (BFW) Publishing Group shall not exceed the total amount of \$114,119.20, for the period July 1, 2025 to June 30, 2028, for the purchase of Advanced Placement Environmental Science materials related thereto;

NOW , THEREFORE, BE IT RESOLVED that the Board of Education hereby finds that Bedford, Freeman & Worth (BFW) Publishing Group instructional materials meet the standards for adoption and hereby selects Environmental Science for the AP Course for use in District schools.

BE IT FURTHER RESOLVED that the Board approves the Services Agreement 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 \$114,119.20, for the purchase of Advanced Placement Environmental Science materials and the CA Student Data Privacy Agreement (CA-NDPA) by and between the Parties for the same term.

Passed by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSE:

ABSENT:

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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

Jennifer Brouhard
President, Board of Education

Kyla Johnson-Trammell
Secretary, Board of Education



Attachment A: AP Environmental Science (APES) Curriculum Proposal

Oakland Unified School District
February 2025

Table of Contents

Section	Page Number
Executive Summary	3
Background and Curriculum Selection Process	4
Pilot Process	5
Selection Process	6 - 7
Final Recommendation	8
Implementation Plan	9
Fiscal Impact	10
Appendices	
Appendix A - College Board Course and Exam Descriptions (CEDs) for Environmental Science Excerpts	12 - 15
Appendix B - 2024/2025 Curriculum Review and Feedback Survey	16 - 22
Appendix C - Pilot Teacher Roster	23
Appendix D - Student Survey	24 - 27
Appendix E - BFW Price Quotes	28 - 30

Executive Summary

College Board updated the Course and Exam Descriptions (CEDs) for Advanced Placement science courses in the fall of 2020, which required revisions to class materials and potential selection of new textbooks. OUSD currently offers four Advanced Placement (AP) courses for science: *AP Chemistry*, *AP Biology*, *AP Physics*, and *AP Environmental Science (APES)*. Of those classes, APES has the highest enrollment each year. As of the writing of this proposal, the number of students enrolled in APES was slightly more than the total enrollment of the other three classes combined.

Review of updated AP Environmental Science curriculum began in Spring 2024. The selection team narrowed it down to one option to compare to the current version of the text that was previously adopted. There are currently five teachers across three school sites who teach APES, and each had an opportunity to review materials and provide feedback. Similar evaluation criteria from our adoptions and pilots in other science classes were used—those included: 1) Alignment to standards/framework; 2) Student Materials; and 3) Teacher Materials and Usability. The standards and framework in this context were the specific features outlined by *College Board* in their updated Course and Exam Description (CED) for *AP Environmental Science* (reference *Appendix A: College Board CEDs for APES*). Overall, 100% of the pilot teachers recommended we move forward with adopting *Environmental Science for the AP Course* by Friedland and Relyea (*BFW Publishers*).

Background and Curriculum Selection Process

OUSD currently offers four Advanced Placement (AP) courses for science: *AP Chemistry*, *AP Biology*, *AP Physics*, and *AP Environmental Science (APES)*. Of those classes, APES continues to have the largest enrollment. This year, the number of students enrolled in APES is slightly higher than the total enrollment across the other three AP science classes (Table 1). It is also a class that has increased in enrollment over the last two years. With growing interest in the class, teachers need materials that will support students to be successful with coursework and the AP exam.

Table 1: 24/25 Enrollment in AP Science Courses

AP Biology:	117
AP Chemistry:	106
AP Physics:	29
<i>AP Environmental Science:</i>	267
Total:	519

OUSD initially adopted the textbook, *Living in the Environment (AP Edition)* by Miller and Spoolman (2008, Cengage) to support students taking AP Environmental Science (APES). Additional editions were purchased until 2018. In 2020, *College Board* updated their Course and Exam Descriptions (CEDs) for science, and that adopted textbook was no longer aligned to the new elements. Since then, APES teachers have been pulling together resources from multiple places and attempting to update existing materials. Last year, two of the five APES teachers requested updated materials. After reviewing options, including purchasing updated versions of the current adopted text, the teachers identified, ***Environmental Science for the AP Course*** by Friedland and Relyea (2023, BFW), as a strong program. It was getting positive reviews from teachers outside of the district because of strong alignment to College Board's CEDs for AP Environmental Science, supplemental resources, and tools teachers could use to support students. We decided to pilot the textbook and online resource in fall 2024.

Pilot Process

AP Environmental Science (APES) is offered across three school sites: Skyline HS, Oakland Tech, and CCPA. There are currently five teachers who have sections of APES. The two lead teachers who initially identified the new program were provided with materials from the publisher, and all teachers were provided access to online resources, including full electronic copies of the textbook. To prepare for implementation, pilot teachers attended an online training in the summer/early fall. Throughout the pilot, they had access to support providers from the vendor and were supported by the HS Science Coordinator. In November, the pilot team convened to share progress, continued troubleshooting, and provide initial feedback around the program.

Selection Process

During the official deliberation process, teachers reviewed data from the feedback surveys that focused on: 1) Alignment to standards/framework; 2) Student Materials; and 3) Teacher Materials and Usability (*Reference Appendix B: Curriculum review and feedback survey*). Figure 1 provides a sample of The standards and framework in this context were the specific features outlined by *College Board* in their updated Course and Exam Description (CED) for AP Environmental Science.

Figure 1: Teacher Feedback Survey Samples

Alignment to Course and Exam Description (CED)

These are the components laid out by [College Board](#)

Is there a clear Scope and Sequence or Concept Map that shows learning progressions aligned to exam weighting by topic?

Not at all

1

2

3

4

Very much

Science Practices - Does the curriculum provide opportunities for students to...“Analyze research studies that test environmental principles?” (Science Practice 4)

The table that follows provides examples of tasks, activities, and suggested strategies for helping students to develop the skills involved in research analysis.

	Not at all	Very Little	Moderately	Very Much
4.A. Identify a testable hypothesis or scientific question for an investigation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.B. Identify a research method, design, and/or measure used.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.C. Describe an aspect of a research method, design, and/or measure used.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.D. Make observations or collect data from laboratory setups.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.E. Explain modifications to an experimental procedure that will alter results	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Investigations and Inquiry - Does the curriculum provide guidance and examples of appropriate lab investigations?

This will be further broken down under the questions for *Science Practice 5*

Not at all

1

2

3

4

Very much

(see *appendix B* for full survey)

Overall, on a 4-point scale, Friedland and Relyea had a mean rating of 3.01. Teachers felt there was strong alignment to College Board CEDs and provided them with materials and guidance to support their students. The lowest mean rating was for the student facing materials (Table 2). In breaking down that factor further, it seems to be largely impacted by not having materials available in languages other than English.

Table 2: Mean rating factored on 4-point scale

	Overall	Factors		
		Alignment to Standards/framework (College Board CEDs)	Student Materials	Teacher Materials and Usability
Freidland and Relyea	3.01	3.50	2.28*	3.25

* Score largely impacted by not having ready access to materials translated in different languages.

Students were also surveyed during the pilot and were asked to rate their experiences in different areas on a similar 4-point scale (*Reference Appendix D: Student Survey*). The students had similar responses for how they gauged “interest level” of their readings and exposure to practice AP questions. Those who were in the classes where the teachers used the pilot materials rated their experience (mean value, \bar{x}) highest in the following factors as: Doing labs or other hands on investigations ($\bar{x} = 3.3$); and being asked to write CERs ($\bar{x} = 3.5$). These practices and skills are critical elements of instruction in our science courses. Student comments included the following:

- *I like the content that we learn, and that it connects to the real world.*
- *I liked learning about what are the biggest environmental impacts and how we can prevent/ mitigate them.*
- *I like the class because your able to learn more about your community and how making earth more sustainable which is something very important.*
- *I like the interactive activities and labs that we do*

The following are quotes from pilot teachers:

- *In my community of APES teachers, I have noticed that the majority of my peers are using (and enjoying) the [Freidland and Relyea] text. I trust my colleagues to make good decisions when it comes to student learning - if they're saying this text is effective and there is an opportunity to get new textbooks, why not use it ourselves?*
- *[Freidland and Relyea] is completely aligned with the redesigned AP Environmental Science curriculum content-wise, and the chapter structure follows the unit outline in the newly designed CED. The Miller text, while covering all necessary content, does not match the newly designed CED unit-by-unit. This can easily cause confusion in students.*
- *I STRONGLY recommend use of the Friedland book for AP Environmental Science as a curriculum support. It contains the most up-to-date and Collegeboard-aligned information for the APES test, as well as myriad amounts of test practice. Students cannot go wrong using this book to study.*

Final Recommendation

Our lead AP teachers represented on the survey and during deliberation recommended adopting ***Environmental Science for the AP Course*** by Friedland and Relyea. Given this feedback, the OUSD Science Department urges the Board of Education to approve the adoption of *this text* for high school AP Environmental Science (APES). Updated *College Board* requirements have been in place 4 years now, and the adoption of Friedland and Relyea would provide all high school students completing APES in Oakland the high quality AP-aligned curriculum they deserve.

Implementation Plan

Results of the pilot process will be shared with teachers and high school principals. Additional outreach can help the community gain a better understanding of how updated AP Science materials can support students to be successful on the exam and ensure connections to current issues and fields of research. This is also an opportunity to encourage more students to complete AP courses. Site team and community engagements are planned to take place during the remainder of the 2024-2025 school year.

Teachers will receive foundational training in the summer through vendor provided training, their respective AP Summer Institute, and our OUSD Standards and Equity Institute. During these sessions, teachers will develop an understanding around the AP requirements, curriculum design, receive teacher materials, and practice teaching and planning for a lesson. Ongoing training will take place throughout the year during 2nd Wednesday Professional Developments, Buy Back Days, and release days. These professional development sessions will focus on unpacking the curriculum and analyzing student work. The vendor also has office hours and online resources are built into the program to provide additional support to teachers.

Fiscal impact

There is a one-time cost for adoption materials (books, teacher materials, platform licenses) and annual workbook refill expenditures. BFW also provides professional learning. The complete purchase of Environmental Science for the AP course for 3 years is estimated to be **\$114, 119.20**.

Table 3: Adoption of Environmental Science for the AP Course

One-time cost:		\$69, 619.20
Workbook refills for AYs 2027 - 2028:		\$11, 000
Professional learning	<i>OUSD Stipends</i>	\$ 20, 500
	<i>BFW training</i>	\$13, 000
Cost of 3-year adoption		\$114, 119.20

Appendices:

APES Curriculum Proposal

Introduction

The AP Environmental Science course outlined in this framework reflects learning that analyzes environmental concepts and processes to achieve understanding in order to propose and justify solutions to environmental problems. The course teaches students how to apply science to the solutions of important social problems. It also provides opportunities to practice applying scientific methods to practical, real-life problems.

The AP Environmental Science course provides students with the scientific principles, concepts, and methodologies required to understand the interrelationships of the natural world. The course helps students identify and analyze natural and human-induced environmental problems. It enables them to learn how to assess the risks associated with

these problems and evaluate alternative solutions for resolving and preventing them. To accomplish this goal, the *AP Environmental Science Course and Exam Description* defines concepts, skills, and understandings required by representative colleges and universities for granting college credit and placement.

Course Framework Components

Overview

This course framework provides a clear and detailed description of the course requirements necessary for student success.

The course framework includes two essential components:

1 SCIENCE PRACTICES

The science practices are central to the study and practice of environmental science. Students should develop and apply the described practices on a regular basis over the span of the course.

2 COURSE CONTENT

The course content is organized into commonly taught units of study that provide a suggested sequence for the course. These units comprise the content and conceptual understandings that colleges and universities typically expect students to master to qualify for college credit and/or placement. This content is grounded in big ideas, which are cross-cutting concepts that build conceptual understanding and spiral throughout the course.



AP ENVIRONMENTAL SCIENCE

Science Practices

Practice 1	Practice 2	Practice 3	Practice 4
Concept Explanation 1 Explain environmental concepts, processes, and models presented in written format.	Visual Representations 2 Analyze visual representations of environmental concepts and processes.	Text Analysis 3 Analyze sources of information about environmental issues	Scientific Experiments 4 Analyze research studies that test environmental principles
SKILLS			
1.A Describe environmental concepts and processes. 1.B Explain environmental concepts and processes. 1.C Explain environmental concepts, processes, or models in applied contexts.	2.A Describe characteristics of an environmental concept, process, or model represented visually. 2.B Explain relationships between different characteristics of environmental concepts, processes, or models represented visually: <ul style="list-style-type: none">In theoretical contextsIn applied contexts 2.C Explain how environmental concepts and processes represented visually relate to broader environmental issues.	3.A Identify the author's claim. 3.B Describe the author's perspective and assumptions. 3.C Describe the author's reasoning (use of evidence to support a claim). 3.D Evaluate the credibility of a source (<i>not assessed</i>): <ul style="list-style-type: none">Recognize biasScientific accuracy 3.E Evaluate the validity of conclusions of a source or research study (<i>not assessed</i>).	4.A Identify a testable hypothesis or scientific question for an investigation. 4.B Identify a research method, design, and/or measure used. 4.C Describe an aspect of a research method, design, and/or measure used. 4.D Make observations or collect data from laboratory setups (<i>not assessed</i>). 4.E Explain modifications to an experimental procedure that will alter results.

Course Content

Based on the Understanding by Design® (Wiggins and McTighe) model, this course framework provides a clear and detailed description of the course requirements necessary for student success. The framework specifies what students must know, be able to do, and understand, with a focus on big ideas that encompass core principles and theories of the discipline. The framework also encourages instruction that prepares students for advanced environmental science coursework.

Big Ideas

The big ideas serve as the foundation of the course and allow students to create meaningful connections among concepts. They are often overarching concepts or themes that become threads that run throughout the course. Revisiting the big ideas and applying them in a variety of contexts allows students to develop deeper conceptual understanding. Below are the big ideas of the course and a brief description of each.

BIG IDEA 1: ENERGY TRANSFER (ENG)

Energy conversions underlie all ecological processes. Energy cannot be created; it must come from somewhere. As energy flows through systems, at each step, more of it becomes unusable.

BIG IDEA 2: INTERACTIONS BETWEEN EARTH SYSTEMS (ERT)

The Earth is one interconnected system. Natural systems change over time and space. Biogeochemical systems vary in ability to recover from disturbances.

BIG IDEA 3: INTERACTIONS BETWEEN DIFFERENT SPECIES AND THE ENVIRONMENT (EIN)

Humans alter natural systems and have had an impact on the environment for millions of years. Technology and population growth have enabled humans to increase both the rate and scale of their impact on the environment.

BIG IDEA 4: SUSTAINABILITY (STB)

Human survival depends on developing practices that will achieve sustainable systems. A suitable combination of conservation and development is required. The management of resources is essential. Understanding the role of cultural, social, and economic factors is vital to the development of solutions.

Section 1- Question 1:

Alignment to Course and Exam Description (CED)

These are the components laid out by [College Board](#)

Is there a clear Scope and Sequence or Concept Map that shows learning progressions aligned to exam weighting by topic?

1234

Not at all

Very much

Question 2:

Investigations and Inquiry - Does the curriculum provide guidance and examples of appropriate lab investigations?

This will be further broken down under the questions for *Science Practice 5*

1234

Not at all

Very much

Question 4:

Question 3:

Investigations and Inquiry - Does the curriculum engage students in the four levels of Inquiry?

Not at allVery LittleModeratelyVery Much

Confirmation:
Students confirm a principle through an activity in which the results are known in advance.

Structured Inquiry:
Students investigate a teacherpresented question through a prescribed procedure

Guided Inquiry:
Students investigate a teacherpresented question using student-designed/ selected procedures

Open Inquiry:
Students investigate topic-related questions that are student formulated through student-designed/selected procedures

Question 5:

OUSD APES Curriculum Adoption Proposal, February 2025

16

Science Practices - Does the curriculum provide opportunities for students to..."Explain environmental concepts, processes, and models presented in written format?" (Science Practice 1)

The ability to use verbal and/or written explanations that describe environmental processes is an important learning outcome of the AP Environmental Science course. It is important to make clear the distinction between memorizing details and demonstrating an integrated understanding of how a concept or process connects to the overall function of the environment. Students should have a deep enough understanding of the overall processes to predict the effect of environmental changes on those processes and justify their prediction.

	Not at all	Very Little	Moderately	Very Much
1.A. Describe environmental concepts and/or processes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.B. Explain environmental concepts and/or processes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.C. Explain environmental concepts, processes, and/or models in applied contexts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Question 6:

Science Practices - Does the curriculum provide opportunities for students to..."Analyze visual representations of environmental concepts and processes?" (Science Practice 2)

Visual representations are tools for learning and exploring scientific concepts and ideas. Examples of visual representations include, but are not limited to, biogeochemical cycles, food chains, food webs, trophic levels, wastewater treatment, integrated pest management, mining, maps, and soil composition diagrams.

	Not at all	Very Little	Moderately	Very Much
2.A. Describe characteristics of an environmental concept, process, or model represented visually.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2.B. Explain relationships between different characteristics of environmental concepts, processes, or models represented visually: • In theoretical contexts. • In applied contexts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2.C. Explain how environmental concepts and processes represented visually relate to broader environmental issues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Question 7:

Science Practices - Does the curriculum provide opportunities for students to..."Analyze sources of information about environmental issues?" (Science Practice 3)

Reading and analyzing information from a text is an important skill for students to master in the AP Environmental Science course. Considering the volume of information available on the internet, it is important that students can evaluate the validity and credibility of written text in order to make informed decisions about the solutions for environmental problems.

	Not at all	Very Little	Moderately	Very Much
3.A. Identify the author's claim.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3.B. Describe the author's perspective and assumptions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3.C. Describe the author's reasoning (use of evidence to support a claim).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3.D. Evaluate the credibility of a source: • Recognize bias • Scientific accuracy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3.E. Evaluate the validity of conclusions of a source or research study.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Question 8:

Science Practices - Does the curriculum provide opportunities for students to..."Analyze research studies that test environmental principles?" (Science Practice 4)

The table that follows provides examples of tasks, activities, and suggested strategies for helping students to develop the skills involved in research analysis.

	Not at all	Very Little	Moderately	Very Much
4.A. Identify a testable hypothesis or scientific question for an investigation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.B. Identify a research method, design, and/or measure used.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.C. Describe an aspect of a research method, design, and/or measure used.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.D. Make observations or collect data from laboratory setups.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4.E. Explain modifications to an experimental procedure that will alter results	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Question 9:

Science Practices - Does the curriculum provide opportunities for students to..."Apply quantitative methods to address environmental concepts?" (Science Practice 6)

The table that follows provides examples of questions, activities, and suggested strategies for helping students to develop the skills involved in the application of quantitative methods.

	Not at all	Very Little	Moderately	Very Much
6.A. Determine an approach or method aligned with the problem to be solved.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6.B. Apply appropriate mathematical relationships to solve a problem, with work shown (e.g., dimensional analysis).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6.C. Calculate an accurate numeric answer with appropriate units.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Science Practices - Does the curriculum provide opportunities for students to..."Analyze and interpret quantitative data represented in tables, charts, and graphs?" (Science Practice 5)

Students should be able to analyze data collected from an experimental procedure or from a given source to determine whether the data support or do not support a conclusion or hypothesis. They should be able to construct a graph based on the collected data and use the graph to formulate statements, conclusions, and possibly a hypothesis. Alternatively, students can draw conclusions from a provided data set. Students should also assess the validity of experimental evidence.

	Not at all	Very Little	Moderately	Very Much
5.A. Describe patterns or trends in data.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5.B. Describe relationships among variables in data represented.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5.C. Explain patterns and trends in data to draw conclusions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5.D. Interpret experimental data and results in relation to a given hypothesis.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5.E. Explain what the data implies or illustrates about environmental issues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other comments/questions:

Question 10:

Science Practices - Does the curriculum provide opportunities for students to..."Propose and justify solutions to environmental problems?" (Science Practice 7)

Students should be able to write and evaluate scientific descriptions, explanations, and theories that describe environmental phenomena and processes. They should also be able to call upon current knowledge and historical experiments and draw inferences from their explorations to justify claims with evidence. In addition, the ability to analyze, interpret, and make predictions from a model or the data obtained in an experiment is essential, as is the ability to justify the reasoning for a prediction and/or an explanation. It is also important that they be able to evaluate the merits of alternative scientific explanations or conclusions.

	Not at all	Very Little	Moderately	Very Much
7.A. Describe environmental problems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.B. Describe potential responses or approaches to environmental problems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.C. Describe disadvantages, advantages, or unintended consequences for potential solutions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.D. Use data and evidence to support a potential solution.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.E. Make a claim that proposes a solution to an environmental problem in an applied context.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.F. Justify a proposed solution, by explaining potential advantages.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Prev

Section 2 - Question 1

Student Materials

Do the learning experiences allow for and support student access to information and expression of understanding in multiple ways?

	1	2	3	4	
Not at all	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Very much

Question 2

Are student materials available in languages other than English?

	1	2	3	4	
Not at all	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Very much

Question 3

Question 4

<p>Are there multiple entry points in which students can engage with the materials, (i.e. are there videos, visual organizers, or UDL adaptations that support student learning)?</p> <p>1 2 3 4</p> <p>Not at all <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> Very much</p>	<p>Does the curriculum include guidance for scaffolds to support students who may need them to access the content?</p> <p>1 2 3 4</p> <p>Not at all <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> Very much</p>															
<p>Question 5</p> <p>Does the curriculum provide practice exams/problems aligned to current format and weighting of topic and question type?</p> <table border="1"> <thead> <tr> <th></th> <th>Not at all</th> <th>Very little</th> <th>Moderately</th> <th>Very much</th> </tr> </thead> <tbody> <tr> <td>Multiple choice</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> </tr> <tr> <td>Free response questions</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> </tr> </tbody> </table>		Not at all	Very little	Moderately	Very much	Multiple choice	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Free response questions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>Other comments/questions</p>
	Not at all	Very little	Moderately	Very much												
Multiple choice	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>												
Free response questions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>												

<p>Section 3 - Question 1</p> <p>Teacher Materials and Usability</p> <p>Are the teacher materials (print and digital) user-friendly and easy to navigate?</p> <p>1 2 3 4</p> <p>Not at all <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> Very much</p>	<p>Question 2</p> <p>Do teacher guides include information about safety and material preparation?</p> <p>1 2 3 4</p> <p>Not at all <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> Very much</p>
<p>Question 3</p> <p>Are the teacher materials available in languages other than English?</p> <p>1 2 3 4</p> <p>Not at all <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> Very much</p>	<p>Question 4</p> <p>Was the provided training sufficient to support implementation of the curriculum?</p> <p>1 2 3 4</p> <p>Not at all <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> Very much</p>
<p>Question 5</p> <p>Were there opportunities to follow-up with a trainer or support provider while implementing the curriculum?</p> <p>1 2 3 4</p> <p>Not at all <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> Very much</p>	<p>Other comments/questions</p>

Appendix C - Pilot Teacher Roster

School Site	Teacher	Classes	Notes
Oakland Tech	Joseph Senn	AP Environmental Science	
Skyline HS	Luis Huertas	AP Environmental Science; Senior Capstone	
Oakland Tech	Peter Leahey	AP Environmental Science, Environmental Science, Physics	Received and reviewed materials; did not fully test or pilot
CCPA	Emily Novick	AP Environmental Science, Chemistry	
CCPA	Stella Ray	AP Environmental Science, Chemistry	

Appendix D: [Student Feedback Survey](#)

Would you recommend that other students take this class?

1

2

3

4

Strongly DO NOT Recommend

☐

☐

☐

☐

Strongly Recommend

What do you like the MOST about the class?






Short answer text

.....

What do you like the LEAST about the class?

Short answer text

.....

<p>What materials or curriculum is your teacher using?</p> <p>You can choose more than one. If you're not sure, take your best guess OR ask your teacher</p> <div><input type="checkbox"/> Environmental Science for the AP course by Friedland and Relyea (BFW)</div> <div></div>	<div><input type="checkbox"/> Living in the Environment AP edition by Miller and Spoolman (Cengage/Thomson)</div> <div></div>	<div><input type="checkbox"/> Exploring Environmental Science for AP by Miller and Spoolman (Cengage)</div> <div></div>
<div><input type="checkbox"/> Things MY teacher created</div> <div></div>	<div><input type="checkbox"/> Things OTHER teachers created</div> <div></div>	<div><input type="checkbox"/> I am NOT sure and my teacher is not available for me to ask</div> <div></div>

Textbook and reading materials



These questions focus more on the readings that are assigned for this class.

The assigned readings are interesting

	1	2	3	4	
Not at all	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Very much

When you are assigned readings, about how much do you actually read through?

- ☐ I don't read
- ☐ 25% or less
- ☐ 50%
- ☐ 75% or more
- ☐ ALL of it

About how long does it take you to get through the assigned reading/chapter?

- ☐ I don't read
- ☐ Less than an hour
- ☐ 1 - 2 hours
- ☐ more than 2 hours

How often do you do the following?

Description (optional)

I am asked to read chapters or other text about important Environmental Science topics

The final section of the survey has more questions about the readings specifically

	1	2	3	4	
Not at all	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Very often

I do labs or other hands-on investigations.

	1	2	3	4	
Not at all	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Very often

I am asked to write *explanations, arguments, and claims that based on evidence and data.*

	1	2	3	4	
Not at all	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Very often

I get to do practice AP test problems or full exams.

	1	2	3	4	
Not at all	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Very often

Final thoughts



Description (optional)

Anything else you would like to share about your class or things that were asked in this survey?

Short answer text

.....

Appendix E - Price Quotes: Initial Purchase + Professional Learning



This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November. Shipping fees are estimated; actual shipping fees may vary.

Purchase Orders: Please attach a copy of this price quote to your purchase order and submit your purchase order to:

MPS 16365 James Madison Highway Gordonsville, VA 22942

Email: highschool@mps-virginia.com / Phone: (540) 672-7744

30 COPIES USED IN PILOT, ONLY SHIP 200 TEXTBOOKS BUT BILL FOR FULL 230 COPIES

Quote Number	00118497	Prepared By	Katrina Torres
Created Date	12/16/2024	Phone	(845) 337-8286
		Email	ktorres@bfpwpub.com

Contact Name	Chris Junsay	Ship To	Oakland Unified School District
Bill To	Oakland Unified School District		Attn: STEM office, Chris Junsay
	Attn: Accounts Payable		900 High Street
	900 High Street		Oakland, California 94601
	Oakland, California 94601		United States

Itemized Products

ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price
1319409288	9781319409289	Environmental Science for the AP® Course	4	Andrew Friedland;Rick Relyea		USD 160.98	230.00	USD 37,025.40
1319582486	9781319582487	Achieve for Environmental Science for AP® (Eight-Use Online; Add-On)	4	Andrew Friedland;Rick Relyea	#packageprice	USD 56.00	230.00	USD 12,880.00
1319582494	9781319582494	Achieve for Environmental Science for AP® (Eight-Use Online)	4	Andrew Friedland;Rick Relyea		USD 184.98	70.00	USD 12,948.60
1319533884	9781319533885	Strive for a 5: Preparing for the AP® Environmental Science Exam	4	Andrew Friedland;Rick Relyea	#packageprice	USD 15.00	230.00	USD 3,450.00

Itemized Product Total: USD 66,304.00

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Edition	Author	Net Price	Quantity	Your Price
1319475426	9781319475420	Teacher's Edition with Online Teacher Resources for Environmental Science for the AP® Course	4	Andrew Friedland;Rick Relyea	USD 495.98	10	\$0.00
131957517X	9781319575175	Test Bank for Environmental Science for the AP® Course	4	Andrew Friedland;Rick Relyea	USD 495.98	10	\$0.00

Total Available for Purchase USD 0.00

Shipping Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping Fees:	USD 3,315.20
Special Shipping Fees:	USD 0.00
Total Shipping Fees:	USD 3,315.20

Grand Totals

Itemized Products + Shipping Fees: USD 69,619.20

Instructor Resources

Digital Adopters: Instructor resources will be available within your product; no action needed

Print Only Adopters: Instructor resources can be unlocked by visiting www.bfwpub.com/AdopterTRM

Digital Subscription Terms

Digital subscription terms: With respect to each product, the number of licenses allocated to you will be determined by multiplying the quantity purchased by the number of uses (where use = year). [Example: 100 units of a 6-use product = 600 licenses.]

Access to each title will expire on the first to occur of (1) all purchased units which would be available over the course of the number of uses have been utilized, or (2) the number of uses has transpired utilizing the following calculation: utilizing August 1 as the start of a new year, (i) If the invoice date falls between January 1 and September 30, the end date of the subscription term shall be calculated as the invoice year plus the number of uses indicated [Example: 100 units of a 6-use product is invoiced on April 15, 2023. The end date based on uses purchased = July 31, 2029]; and (ii) If the invoice date falls between October 1 and December 31, the end date of the subscription term shall be calculated as invoice year plus the number of uses indicated + 1]. [Example: 100 units of a 6-use product is invoiced on November 15, 2023. The end date based on uses purchased = July 31, 2030.]

For complete subscription terms, see bfwpub.com/subscription-terms. Your issuance of a purchase order based on this quote or your payment for the courseware subscription signifies your affirmative understanding and acceptance of these terms.

The Accelerator Option: If chosen at the time of initial purchase, the accelerator option permits the one-time option to upgrade to a new courseware edition at any time within your active courseware subscription term. It is your responsibility to inform your sales representative when you are ready to proceed with the upgrade. The Accelerator Option does not apply to e-books and applies exclusively to digital courseware and not print products.

Miscellaneous Information

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November. Shipping fees are estimated; actual shipping fees may vary.

Purchase Orders: Please attach a copy of this price quote to your purchase order and submit your purchase order to:

MPS 16365 James Madison Highway Gordonsville, VA 22942
 Email: highschool@mps virginia.com / Phone: (540) 672-7744

Environmental Science for the AP Course 4e

Quote Number	00118855	Prepared By	Katrina Torres
Created Date	12/19/2024	Phone	(845) 337-8286
		Email	ktorres@bfwpub.com
Contact Name	Chris Junsay	Ship To	Oakland Unified School Dist
Bill To	Oakland Unified School Dist 1025 2nd Ave Oakland, California 94606-2296 United States		1025 2nd Ave Oakland, California 94606-2296 United States

Itemized Products							
ISBN	EAN	Product	Edition	Author	Sales Price	Quantity	Total Price
1319218040	9781319218041	Half Day On Campus Workshop (High School; Content Expert)	1	Professional Development	USD 6,000.00	1.00	USD 6,000.00
1319545726	9781319545727	Implementation Training (High School; Virtual)	1	Professional Development	USD 0.00	1.00	USD 0.00

Itemized Product Total: USD 6,000.00

Total Available for Purchase USD 0.00

Shipping Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location No Shipping

Shipping Fees: USD 0.00
Special Shipping Fees: USD 0.00
Total Shipping Fees: USD 0.00

Grand Totals

Itemized Products + Shipping Fees: USD 6,000.00

Instructor Resources

Digital Adopters: Instructor resources will be available within your product; no action needed

Print Only Adopters: Instructor resources can be unlocked by visiting www.bfwpub.com/AdopterTRM

Digital Subscription Terms

Attachment B: High School AP Environmental Science (APES) Budget Proposal for Instructional Materials

Oakland Unified School District

February 2025

Summary Table: Years 1-3, 2025-2028

Year	Summary of Materials to be Purchased	Costs
2025-26	Achieve portal Teacher Licenses Achieve portal Student Licenses Digital and print full-length APES texts Print student workbooks	\$69619.20
2026-27	Student workbooks	\$5500
2027-28	Student workbooks	\$5500
	TOTAL =	\$80619.20

Budget Proposal for 2025-26

AP Environmental Science BFW Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Student textbooks (class sets)	230	\$160.98	\$37025.40
Student workbooks	230	\$15.00	\$3450
Online access (student portal)	230	\$56.00	\$12880
Online Access - (multi-year teacher portal)	70	\$184.98	\$12948.60
SUB TOTAL			\$66304.00
Estimated Tax + Shipping	1	-	\$3315.20
2025-26 TOTAL			\$69619.20

Budget Proposal for 2026 - 2027

AP Environmental Science BFW Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Student workbooks	275	\$20	\$5500
2026-27 TOTAL			\$5500

Budget Proposal for 2027 - 2028

AP Environmental Science BFW Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Student workbooks	275	\$20	\$5500
2027-28 TOTAL			\$5500

Attachment C:
High School AP Environmental Science
(APES) Budget Proposal for Ongoing
Professional Learning

Oakland Unified School District

February 2025

Summary Table: Years 1-3, 2025 - 2028

Year	Summary of Professional Learning Offerings	Costs
2025-26	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$13, 500 (includes \$6000 cost for BFW training)
2026-27	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$10, 000 (includes \$3500 cost for BFW training)
2027-28	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$10, 000 (includes \$3500 cost for BFW training)
	Cost for direct BFW Training	\$13, 000
	OUSD costs for teacher stipends	\$20, 500
	TOTAL =	\$33, 500

Budget Proposal for 2025 - 2026

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
July/August 2025: Focused Curriculum training	Prepare APES teachers to implement the BFW curriculum in 2025-26; technical + instructional support	1 session 5 Teachers	\$6000/session + 1500 Teacher Stipends: \$50/hour x 6 hrs = \$300 per person	\$7500 (\$6000 BFW cost)
July/August 2025: Training embedded in 9-12 Standards & Equity Institutes	Prepare APES teachers to implement BFW curriculum in 2025-26 with fundamental mindsets and practices that will support their implementation of curriculum in future years.	5 teachers	Teacher Stipends + cost of PL facilitators <i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	\$6000
Professional Learning Days in September and January: Cross-site collaboration facilitated by HS Science Coordinator	Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse, equitable participation, and AP prep	5 teachers and leads	\$0	\$0
2024 - 25: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	5 teachers and leads	\$0	\$0
TOTAL				\$13, 500

Budget Proposal for 2026-27

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
July/August 2026: Focused Curriculum training	Follow-up with APES teachers to implement the BFW curriculum in 2026-27; technical + instructional support	1 session 5 Teachers	\$3500/session + 500 Teacher Stipends: \$50/hour x 2 hrs = \$100 per person	\$4000 (\$3500 BFW cost)
July/August 2025: Training embedded in 9-12	Prepare Biology teachers to implement LabAids curriculum in 2024-25. Prepare grades	5 teachers	Teacher Stipends + cost of PL facilitators	\$6000

Standards & Equity Institutes	chemistry teachers with fundamental mindsets and practices that will support their implementation of curriculum in future years.		<i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	
Professional Learning Days in September and January: Cross-site collaboration facilitated by HS Science Coordinator	Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse, equitable participation, and AP prep	5 teachers and leads	\$0	\$0
2024 - 25: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	5 teachers and leads	\$0	\$0
TOTAL				\$10, 000

Budget Proposal for 2027-28

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
July/August 2026: Focused Curriculum training	Follow-up with APES teachers to implement the BFW curriculum in 2026-27; technical + instructional support	1 session 5 Teachers	\$3500/session + 500 Teacher Stipends: \$50/hour x 2 hrs = \$100 per person	\$4000 (\$3500 BFW cost)
July/August 2025: Training embedded in 9-12 Standards & Equity Institutes	Prepare Biology teachers to implement LabAids curriculum in 2024-25. Prepare grades chemistry teachers with fundamental mindsets and practices that will support their implementation of curriculum in future years.	5 teachers	Teacher Stipends + cost of PL facilitators <i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	\$6000
Professional Learning Days in September and January: Cross-site collaboration facilitated by HS Science Coordinator	Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse, equitable participation, and AP prep	5 teachers and leads	\$0	\$0
2024 - 25: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	5 teachers and leads	\$0	\$0

TOTAL		\$10, 000
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Approved as to form by:



5/30/2025

Josh Cumming
Project Attorney
Office of the General Counsel

Date



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts within thirty (30) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES. 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.

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 in accordance with the terms of Section 25 below. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR in writing of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c.
 - 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 (sent to the following email address: christopher.junsay@ousd.org) unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing

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

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY provided, however, that the breaching party will have a period of thirty (30) days from the receipt of such written notice to cure any such 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 thirty (30) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. **Data and Information Requests.**

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. and agrees to the California-National Student Data Privacy Agreement (CA-NDPA).
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
9. **Copyright/Trademark/Patent/Ownership.** OUSD acknowledges and agrees that VENDOR retains all right, title and interest, including all intellectual property rights, in the SERVICES being provided to OUSD hereunder.
10. **Alignment and Evaluation.**

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.

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

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

- c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

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

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

15. **Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES

identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

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

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

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, and only to the extent required by applicable law, VENDOR shall ensure completion of criminal background investigation. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
19. **Incident/Accident/Mandated Reporting.** To the extent applicable:
 - a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
 - b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
20. **Health and Safety Orders and Requirements; Site Closures.** To the extent applicable:
 - a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
 - b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
 - c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES

required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

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

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel provided, however, nothing herein shall restrict VENDOR from general recruitment and advertising activities not directed specifically to the employees of OUSD.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

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

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

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

24. **Indemnification.**

- a. To the furthest extent permitted by California law, and provided VENDOR is notified promptly, 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 losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the VENDOR.

VENDOR shall have sole control the defense and all negotiations for settlement with counsel of its own choosing.

VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor, to perform a remote audit, of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed no more than once in any twelve (12) month period during the TERM of this AGREEMENT, 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. Any such remote audit will be subject to the execution of a mutually agreed upon non-disclosure agreement.

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

discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

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

36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet to the extent required by law.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such

contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.


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:

Name: Shravan Sheela

VENDOR

Signature: _____

Signed by:

D888D87F155641F...

Position: VP, Finance

Date: 5/30/2025 | 7:41 PM EDT

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

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

☐ Board President (for approvals)

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

Name: Kyla Johnson-Trammell

Signature: _____

Position: Superintendent and Secretary, Board of Education

Date: _____

Template Approved as to form by OUSD Legal Department

SERVICES AGREEMENT EXHIBIT A

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

VENDOR: Bedford, Freeman & Worth Publishing Group, LLC

1. **Services.** Describe the SERVICES VENDOR will provide: vendor will provide
instructional materials which includes: student and teacher licenses to their online resources, and digital and full-length texts. If requested, professional learning can provided.
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. The basis for payment to VENDOR shall be:
 - ☐ Hourly Rate: _____ per hour
 - ☐ Daily Rate: _____ per day
 - ☐ Weekly Rate: _____ per week
 - ☐ Monthly Rate: _____ per month
 - ☐ Per Student Served Rate: _____ per student served
 - ☒ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): Vendor pay schedule based on initial quotes are attached.
 - 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: \$114, 119.20

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: Bedford, Freeman & Worth
Publishing Group, LLC

Address: 120 Broadway, 25th Floor City, ST

Zip: New York, NY 10271 Phone:

855.858.4774

Email:

adoptions@bfwpub.com

With a copy to:

Macmillan

120 Broadway

New York, NY 10271

Attention: General Counsel

Email: legaldepartment@macmillan.com.

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

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

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

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

☒ Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

Summary of Instructional Materials Costs: Years 1-3, 2025-2028

Year	Summary of Materials to be Purchased	Costs
2025-26	Achieve portal Teacher Licenses Achieve portal Student Licenses Digital and print full-length APES texts Print student workbooks	\$69,619.20
2026-27	Student workbooks	\$5,500
2027-28	Student workbooks	\$5,500
	TOTAL =	\$80,619.20

Summary Table - Professional Learning: Years 1-3, 2025 - 2028

Year	Summary of Professional Learning Offerings	Costs
2025-26	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$13, 500
2026-27	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$10, 000
2027-28	BFW professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$10, 000
	Cost for direct BFW Training	\$13, 000
	OUSD costs for teacher stipends	\$20, 500
	TOTAL =	\$33, 500



STANDARD STUDENT DATA PRIVACY AGREEMENT

**CA-NDPA Standard
Version 1.0 (10.25.20)**

Lodi Unified School District

and

Bedford, Freeman & Worth Publishing Group,LLC

10-10-2024



This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

Lodi Unified School District, located at 1305 E Vine St, Lodi, CA 95240
(the “Local Education Agency” or “LEA”) and
Bedford, Freeman & Worth Publishing Group, LLC, located at 120 Broadway, New York, NY 10271
(the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations
and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Edith Holbert Title: Executive Director of Operations

Address: 1305 E Vine St, Lodi, CA 95240

Phone: 209-331-7485 Email: eholbert@lodiUSD.net

The designated representative for the Provider for this DPA is:

Name: Susana Garcia Title: Assoc. Director Bids & Contracts

Address: 120 Broadway, New York, NY 10271

Phone: (855) 858-4774 Email: adoptions@bfpwpub.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Lodi Unified School District

By: Edith Holbert Date: 10-10-2024

Printed Name: Edith Holbert Title/Position: Executive Director of Operations

PROVIDER: Bedford, Freeman & Worth Publishing Group, LLC

By: Sharvan Sheela Date: 10-10-2024

Printed Name: Sharvan Sheela Title/Position: VP Of Finance

SDPC STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student- Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student 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 the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. 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.
 - iv. 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; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider 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 Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Achieve is a comprehensive set of interconnected teaching and assessment tools. It incorporates the most effective elements from Macmillan's market leading solutions - including Sapling, LaunchPad, iClicker and others in a single, easy to use platform. Our resources were co-designed with instructors and students, using a foundation of learning research and rigorous testing.

Launchpad is a resource to help students achieve better results by providing a place where they can read, study, practice, complete homework, and more.

Sapling/SaplingPlus- With Sapling Learning, every problem counts; students get wrong answer-specific feedback with nearly every problem so they learn from correct and incorrect answers and instructors get the support and analytics they need.

Provider will also use Student Data in accordance with this DPA for customary business purposes, such as providing customer service and support, conducting user surveys, IT management (e.g. user authentication, network security), creating de-identified data sets for analytics and other permitted purposes, for disaster recovery and business continuity, and for legal and regulatory compliance.

*** Excluded: All subdomains, software, mobile applications, and products that are owned and operated by Bedford, Freeman & Worth Publishing Group, LLC, its subsidiaries, and/or affiliates shall be excluded under this DPA, except ACHIEVE which is included in the Services under this DPA.***

☒ I have completed **Exhibit "A"** and, if applicable, specified any excluded Services that are not covered under this DPA.

J.J.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	<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 transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>



I have reviewed and selected only the Data Elements that we need to collect in order to provide the services.

EXHIBIT “C”

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

_____ Disposition is complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By _____

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Lodi Unified School District

("Originating LEA") which is dated 10-10-2024, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

adoptions@bfwpub.com

PROVIDER: Bedford, Freeman & Worth Publishing Group, LLC

BY: Sharvan Sheela Date: 10-10-2024

Printed Name: Sharvan Sheela Title/Position: VP Of Finance

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **Lodi Unified School District**

and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: _____

BY:

_____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

Below is a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology – Security techniques – Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

See above

EXHIBIT “G”

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between:

Lodi Unified School District, located at 1305 E Vine St, Lodi, CA 95240
(the “**Local Education Agency**” or “**LEA**”) and

Bedford, Freeman & Worth Publishing Group, LLC, located at 120 Broadway, New York, NY 10271
(the “**Provider**”).

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; and the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act (“**SOPIPA**”) at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 (“**AB 1584**”) at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term**. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA**. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: **Lodi Unified School District**

By: *Edith Holbert* Date: 10-10-2024

Printed Name: Edith Holbert Title/Position: Executive Director of Operations

Provider: **Bedford, Freeman & Worth Publishing**

By: *Sharvan Sheela* **Group LLC** Date: 10-10-2024

Printed Name: Sharvan Sheela Title/Position: VP Of Finance

Signature Certificate

Reference number: ASWYR-PF3VZ-WQM7U-SEGJN

Signer

Timestamp

Signature

Sharvan Sheela

Email: shravan.sheela@macmillan.com

Sent: 30 Sep 2024 18:38:00 UTC
Viewed: 10 Oct 2024 20:39:07 UTC
Signed: 10 Oct 2024 20:41:05 UTC

Sharvan Sheela

Recipient Verification:

✓ Email verified 10 Oct 2024 20:39:07 UTC

IP address: 107.209.250.14
Location: Cedar Park, United States

Edith Holbert

Email: eholbert@lodiused.net

Sent: 30 Sep 2024 18:38:00 UTC
Viewed: 10 Oct 2024 22:25:00 UTC
Signed: 10 Oct 2024 22:25:32 UTC

Edith Holbert

Recipient Verification:

✓ Email verified 10 Oct 2024 22:25:00 UTC

IP address: 166.137.163.74

Document completed by all parties on:

10 Oct 2024 22:25:32 UTC

Page 1 of 1



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