

Board Office Use: Legislative File Info.	
File ID Number	23-2017
Introduction Date	9/27/23
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilar, Chief Academic Officer
Juan Du, Executive Director Research, Assessment and Data (RAD)

Meeting Date September 27, 2023

Subject Amendment No. 1 – Data Sharing Agreement - Newsela – Research, Assessment, and Data Department

Ask of the Board Approve Data Sharing Agreement
 Ratify Data Sharing Agreement

Background The Board previously ratified a service agreement with Newsela (Enactment No. 21-1077) on June 23, 2021 . Newsela is investigating student perceptions of social studies on their platform. They will partner with at least 10 upper elementary and middle school teachers with dedicated social studies blocks to include about 200 students.

Discussion Data used in this study will come from the Newsela platform, student surveys (pre/post), classroom observations, student work, and teacher lesson materials. Of those students identified by Newsela, the Research, Assessment and Data department will provide them with assessment and demographic data outlined in the attached Data Sharing Agreement. Newsela will write up two reports; OUSD-specific report and an external “white paper.” OUSD will not be named in the external report.

Fiscal Impact No fiscal impact.

Attachment(s)

- Data Sharing Agreement
- Copy of Legislative File ID #23-1541, Enactment #21-1077

DATA SHARING AGREEMENT

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

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil’s records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.

10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
 - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
14. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
15. **Certificates/Permits/Licenses/Registration.** RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
16. **Qualifications, Training, and Removal.**
- a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
 - b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 - c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.

17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.

18. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.
23. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage,

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

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
 25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
 26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

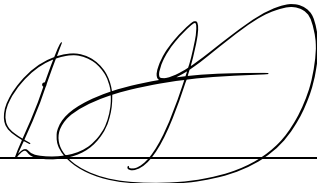
27. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
29. **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.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

37. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **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.
39. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
40. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

RECIPIENT



Name: Derrick Ware

Signature: _____

Position: Chief Product & Technology Officer

Date: 08/08/2023

OUSD

Name: Juan Du

Signature: _____

Position: Executive Director, Dept of Research, Assessment and Data

Date: 8/17/2023

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

Name: Kyla Johnson-Trammell

Signature: _____

Position: Superintendent

Date: _____

Approved as to form by OUSD Legal Counsel

Name: _____ Signature: _____ Date: _____

**DATA SHARING AGREEMENT
EXHIBIT A**

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

RECIPIENT: _____

OTHER AGREEMENTS BETWEEN THE PARTIES:

- Research Application _____
- _____
- _____

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

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<input type="checkbox"/>
<i>Application Use Statistics</i>	Metadata on user interaction with application	<input checked="" type="checkbox"/>
	SBAC results	<input checked="" type="checkbox"/>
	ELPAC results	<input checked="" type="checkbox"/>
	IAB Results	<input checked="" type="checkbox"/>
	Other assessment results (list below):	
<i>Assessment</i>	<ul style="list-style-type: none"> • <u>iReady Growth</u> _____ • _____ • _____ • _____ • _____ • _____ 	<input checked="" type="checkbox"/>
<i>Attendance</i>	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<input type="checkbox"/>
<i>Conduct</i>	Number of suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Race/ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
<i>Demographics</i>	Special ed. flag	<input checked="" type="checkbox"/>
	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input checked="" type="checkbox"/>
	Birth country	<input checked="" type="checkbox"/>

<i>Enrollment</i>	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>
<i>Parent/Guardian Contact Information</i>	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
<i>Schedule</i>	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
<i>Special Indicator</i>	English language learner	<input checked="" type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	<input type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input checked="" type="checkbox"/>
<i>Student Contact Information</i>	Name	<input checked="" type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
<i>Local Identifiers</i>	Local student ID number	<input checked="" type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/app assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
<i>Student Work</i>	Dummy identifiers	<input type="checkbox"/>
	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
<i>Transcript</i>	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
<i>Transportation</i>	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"/>
<i>Other</i>	List additional data elements here	
	• <u>Information collected during observations</u>	
	• <u>Metadata on user interaction with Newsela Application</u>	
	• _____	<input checked="" type="checkbox"/>
	• _____	
	• _____	

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

-
- OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.**
-
- OUSD Data includes personally identifiable information from a student record, **AND at least one of the following:**
-
- RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)
-
- RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)
-
- RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
-
- RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
-
- RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)
-
- RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.
-
- The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)
-

2. **Term.**

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

Start Date: _____

- 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: December 30, 2024

19. **Legal Notices.**

OUSD

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

RECIPIENT

Name/Dept: _____
Address: _____
City, ST Zip: _____
Phone: _____
Email: _____

Board Office Use: Legislative File Info.	
File ID Number	21-1541
Introduction Date	6/23/21
Enactment Number	21-1077
Enactment Date	6/23/2021 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Wesley Jacques, Executive Director, Academics & Instructional Innovation Dept.
Susan Beltz, Chief Technology Officer

Meeting Date June 23, 2021

Subject Professional Services Agreement and California Student Data Privacy Agreement – Newsela, Inc.

Ask of the Board Approve by the Board of Education of a Professional Services Agreement between the District and Newsela, Inc., New York, NY, for the latter to provide student and staff technology licenses, curriculum customization by Newsela staff of the adopted grade 4-5 History curriculum, and professional development and technical support for teachers and staff, for the period of June 4, 2021 through June 3, 2026, in an amount not to exceed \$582,700.00.

Background For the school years 2021-22 through 2028-29 Newsela will provide the Oakland City Unified School District (OUSD) with a custom Social Studies curriculum for grades 4 and 5; this custom curriculum will align with 2016 California History-Social Science Framework, and follow the custom blueprint provided by OUSD curriculum committee. While this collection is designed specifically for grades 4 & 5, access to the collection will be available to all elementary teachers and students (grades TK-5).

In addition to the custom collection, all elementary teachers will also have access to Newsela Social Studies and Ethnic Studies Collections. Twenty three virtual Professional Development sessions over the course of 5 years will be provided to ensure teachers become proficient with the platform, and the custom collection. Newsela will also sponsor Certified Educator Courses at no charge to OUSD. This course will allow OUSD to promote school site expertise of the OUSD collection and Newsela platform.

Throughout the term of the contract, and at no additional charge, OUSD will have access to a Newsela Customer Success Manager (CSM). The OUSD CSM will support OUSD with any/all specific requests and inquiries and will do so within 72 hours.

Discussion On May 26, 2021, the Board of Education adopted Legislative File #21-0971, for the purchase of the Newsela Custom Collections curriculum as the OUSD Grade 4-5 Social Studies Curriculum and the professional development support for staff, teachers, and students.

Fiscal Impact Total cost for 5 year contract:
\$582,700.00 payable over 3 years: 2021, 2022, 2023

- Attachment(s)**
- Professional Services Agreement
 - Scope of Work
 - California Student Data Privacy Agreement
 - Copy of Legislative File #21-0971, approved 5/26/21

Board Office Use: Legislative File Info.	
File ID Number	21-1541
Introduction Date	6/23/21
Enactment Number	21-1077
Enactment Date	6/23/2021 os



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

PROFESSIONAL SERVICES AGREEMENT 2020-2021

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

Full Name of Vendor **Newsela, Inc.**

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

Start Date **June 4, 2021**

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

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

End Date **June 3, 2026**

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date.

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

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s) no more frequently than once per year.

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services.

5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. Unless OUSD communicates to VENDOR in writing otherwise, VENDOR shall register with and maintain current information within OUSD's Enrichment Provider database. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. **Confidentiality and Data Privacy.**

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

this Agreement, it agrees to do so only after executing the [California Student Data Privacy Agreement](#) (“CSDPA”), which shall be incorporated by reference into this Agreement upon execution. All confidentiality requirements, including in the CSDPA, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced specifically for this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily rendering Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.
- a. The compensation under this Agreement shall not exceed:
- \$ Not-to-Exceed Amount (582,700)).

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

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - c. Payment for Services shall be made within thirty (30) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing). 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.
 - d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for its performance of its Services under this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were rendered, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

- b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
- c. 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 under receipt by VENDOR of such notice.
- d. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
- e. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination.**

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

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

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

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

OUSD

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

VENDOR

Name: **Chris Mezzatesta**
Title: **Chief Customer Officer**
Address: **500 5th Avenue, Floor 28**
City, ST Zip: **New York, New York 10110**
Phone:

Email: Email chris.mezzatesta@newsela.com

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

13. Status.

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

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

14. Qualifications and Training.

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

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

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

17. **Testing and Screening.**
 - a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours.

VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to fingerprint and conduct a criminal background investigation in accordance with Education Code section 45125.1 and, through its execution of this Agreement, VENDOR certifies its compliance with these provisions as follows:

VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all VENDOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Workers") regardless of whether those Workers are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of VENDOR, who may have contact with OUSD pupils in the course of providing Services pursuant to this Agreement, and the California Department of Justice has determined that none of those Workers has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR has also received and reviewed fingerprint results for each Worker and VENDOR has requested and reviewed subsequent arrest records for all Workers who may come into contact with OUSD pupils in providing services to OUSD under this Agreement.

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

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
 - b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
19. **Coronavirus/COVID-19.**
- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
 - c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - d. VENDOR agrees to immediately adhere to and follow any OUSD

directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void. Notwithstanding the foregoing or anything to the contrary in this Agreement, VENDOR shall have the right without consent to assign this Agreement or rights hereunder or delegate obligations (a) to any affiliate of VENDOR, or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of VENDOR hereunder.
 21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
 22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded

Parties List (<https://www.sam.gov/>).

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

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
32. **Integration/Entire Agreement of Parties.** The following additional terms and conditions shall be applicable to this Agreement to the extent they do not conflict with the terms set forth herein:

<https://newsela.com/pages/terms-of-use/>

<https://newsela.com/privacy-policy/>

This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended

or modified only by a written instrument executed by both PARTIES.

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

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

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

VENDOR

Name: Chris Mezzatesta Signature: 

DocuSigned by:
Chris Mezzatesta
B4D98E5C0C40438...

Position: Chief Customer Officer Date: 6/7/2021

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

OUSD

Name: Shanthi Gonzales Signature: 

Position: President, BOE Date: 6/24/2021

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 6/24/2021

Approved as to form by OUSD Staff Attorney Joanna Powell 6/4/21.




EXHIBIT A

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

Newsela provides content at differentiated consumption levels along with integrated assessments via www.newsela.com (the “Website”), the Newsela mobile application (“App”) and any other websites or applications of Newsela, Inc. Services include ongoing upgrading of the consumption level algorithm, communications with teachers and administrators in support of their use of the product, as well as the benefits of related research and development, improvements and supplements supporting the Newsela offerings, the Website and/or the App (collectively, the “Services.” A Statement of Work and Quote with further details are attached herewith.)

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

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

During school closure Newsela can be accessed online

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

Hourly Rate: \$ (Click or tap here to enter text.) per hour

Daily Rate: \$ (Click or tap here to enter text.) per day

Weekly Rate: \$ (Click or tap here to enter text.) per week

Monthly Rate: \$ (Click or tap here to enter text.) per month

Per Student Served Rate: \$ (Click or tap here to enter text.) per student served

Up-Front/One-Time Payment: \$ (Click or tap here to enter text.)

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

OUSD to pay in three equal installments: \$194,234.00 in June 2021, \$194,233.00 in FY21-22, and ending with \$194,233.00 in FY22-23.

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

All 4th and 5th grade students will have access to high quality core curriculum.

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

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

#21-08-35 on 5/26/2021

Action Item added as modification to Board Approved SPSA – VENDOR agrees to submit the following documents to the Resource Manager either electronically via email or scanned

documents, fax or drop off.

- Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following:*

- Commercial General Liability Insurance
- Workers' Compensation Insurance
- Tuberculosis Screening
- Fingerprinting/Criminal Background Investigation



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Billing Information:

Billing Frequency: Other
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

Customer Agreement No. Q-56085
Newsela Sales Rep: Shannon Puente
Contact Email: shannon.puente@newsela.com
Offer Date: June 3, 2021
Expiration Date: June 3, 2021

To:

Oakland Unified School District
1025 Second Ave
Oakland, CA 94606-2212

Qty	Products/Services	List Price
1	Newsela	\$582,700.00
Contract Grand Total		\$582,700.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Notes:

1. The contract will be billed in 3 installments: \$194,234 in SY21 and \$194,233 in SY22 and in SY23
2. The PD covers 27 total virtual sessions

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name: Wesley Jacques

Bill-To Email: wesley.jacques@ousd.org

By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature:
-----------------------	--------------------

Appendix

School	Products/Services	License Dates
PRESCOTT ELEMENTARY SCHOOL	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
PRESCOTT ELEMENTARY SCHOOL	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
PRESCOTT ELEMENTARY SCHOOL	Newsela Social Studies	06/04/21 - 06/03/26
ESPERANZA ELEMENTARY SCHOOL	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
ESPERANZA ELEMENTARY SCHOOL	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
ESPERANZA ELEMENTARY SCHOOL	Newsela Social Studies	06/04/21 - 06/03/26
MELROSE LEADERSHIP ACADEMY TK-5	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MELROSE LEADERSHIP ACADEMY TK-5	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26

MELROSE LEADERSHIP ACADEMY TK-5	Newsela Social Studies	06/04/21 - 06/03/26
CHABOT (ANTHONY) ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
CHABOT (ANTHONY) ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
CHABOT (ANTHONY) ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
MUNCK (CARL B.) ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MUNCK (CARL B.) ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MUNCK (CARL B.) ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
HOWARD ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
HOWARD ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
HOWARD ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
CLEVELAND ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
CLEVELAND ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
CLEVELAND ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
GLENVIEW ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
GLENVIEW ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
GLENVIEW ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
GRASS VALLEY ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
GRASS VALLEY ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
GRASS VALLEY ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
KAISER ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
KAISER ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
KAISER ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
MANN (HORACE) ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MANN (HORACE) ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MANN (HORACE) ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
MILLER (JOAQUIN) ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MILLER (JOAQUIN) ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MILLER (JOAQUIN) ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
LA ESCUELITA ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
LA ESCUELITA ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
LA ESCUELITA ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
MONTCLAIR ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MONTCLAIR ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MONTCLAIR ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
PERALTA ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
PERALTA ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
PERALTA ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
PIEDMONT AVENUE ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
PIEDMONT AVENUE ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
PIEDMONT AVENUE ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
REDWOOD HEIGHTS ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
REDWOOD HEIGHTS ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
REDWOOD HEIGHTS ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
MADISON PARK ACADEMY Tk-5	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MADISON PARK ACADEMY Tk-5	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MADISON PARK ACADEMY Tk-5	Newsela Social Studies	06/04/21 - 06/03/26
ACORN WOODLAND ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
ACORN WOODLAND ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
ACORN WOODLAND ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
THINK COLLEGE NOW	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
THINK COLLEGE NOW	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
THINK COLLEGE NOW	Newsela Social Studies	06/04/21 - 06/03/26
REACH ACADEMY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
REACH ACADEMY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
REACH ACADEMY	Newsela Social Studies	06/04/21 - 06/03/26

MANZANITA SEED	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MANZANITA SEED	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MANZANITA SEED	Newsela Social Studies	06/04/21 - 06/03/26
SANKOFA ACADEMY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
SANKOFA ACADEMY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
SANKOFA ACADEMY	Newsela Social Studies	06/04/21 - 06/03/26
FRED T KOREMATSU DISCOVERY ACADEMY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
FRED T KOREMATSU DISCOVERY ACADEMY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
FRED T KOREMATSU DISCOVERY ACADEMY	Newsela Social Studies	06/04/21 - 06/03/26
GREENLEAF ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
GREENLEAF ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
GREENLEAF ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
ALLENDALE ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
ALLENDALE ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
ALLENDALE ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
BELLA VISTA ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
BELLA VISTA ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
BELLA VISTA ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
BRIDGES ACADEMY AT MELROSE	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
BRIDGES ACADEMY AT MELROSE	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
BRIDGES ACADEMY AT MELROSE	Newsela Social Studies	06/04/21 - 06/03/26
BROOKFIELD VILLAGE ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
BROOKFIELD VILLAGE ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
BROOKFIELD VILLAGE ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
BURCKHALTER ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
BURCKHALTER ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
BURCKHALTER ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
COMMUNITY UNITED ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
COMMUNITY UNITED ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
COMMUNITY UNITED ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
CROCKER HIGHLANDS ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
CROCKER HIGHLANDS ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
CROCKER HIGHLANDS ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
EAST OAKLAND PRIDE ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
EAST OAKLAND PRIDE ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
EAST OAKLAND PRIDE ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
EMERSON ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
EMERSON ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
EMERSON ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
ENCOMPASS ACADEMY ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
ENCOMPASS ACADEMY ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
ENCOMPASS ACADEMY ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
FRANKLIN ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
FRANKLIN ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
FRANKLIN ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
FRUITVALE ELEMENTARY SCHOOL	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
FRUITVALE ELEMENTARY SCHOOL	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
FRUITVALE ELEMENTARY SCHOOL	Newsela Social Studies	06/04/21 - 06/03/26
FUTURES ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
FUTURES ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
FUTURES ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
GARFIELD ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
GARFIELD ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
GARFIELD ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
GLOBAL FAMILY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26

GLOBAL FAMILY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
GLOBAL FAMILY	Newsela Social Studies	06/04/21 - 06/03/26
HILLCREST ELEMENTARY SCHOOL	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
HILLCREST ELEMENTARY SCHOOL	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
HILLCREST ELEMENTARY SCHOOL	Newsela Social Studies	06/04/21 - 06/03/26
HOOVER ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
HOOVER ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
HOOVER ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
INTERNATIONAL COMMUNITY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
INTERNATIONAL COMMUNITY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
INTERNATIONAL COMMUNITY	Newsela Social Studies	06/04/21 - 06/03/26
KING (MARTIN LUTHER JR.) ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
KING (MARTIN LUTHER JR.) ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
KING (MARTIN LUTHER JR.) ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
LAUREL ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
LAUREL ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
LAUREL ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
LINCOLN ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
LINCOLN ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
LINCOLN ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
MANZANITA COMMUNITY SCHOOL	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MANZANITA COMMUNITY SCHOOL	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MANZANITA COMMUNITY SCHOOL	Newsela Social Studies	06/04/21 - 06/03/26
MARKHAM ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
MARKHAM ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
MARKHAM ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
NEW HIGHLAND ACADEMY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
NEW HIGHLAND ACADEMY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
NEW HIGHLAND ACADEMY	Newsela Social Studies	06/04/21 - 06/03/26
OAKLAND UNIFIED SCHOOL DISTRICT	Individual Virtual Add-On Session	06/04/21 - 06/03/26
PARKER ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
PARKER ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
PARKER ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
RISE COMMUNITY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
RISE COMMUNITY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
RISE COMMUNITY	Newsela Social Studies	06/04/21 - 06/03/26
SEQUOIA ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
SEQUOIA ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
SEQUOIA ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26
THORNHILL ELEMENTARY	Multi-Grade - Custom Collection: Specials	06/04/21 - 06/03/26
THORNHILL ELEMENTARY	Multi-Grade - Social Studies Custom Collection	06/04/21 - 06/03/26
THORNHILL ELEMENTARY	Newsela Social Studies	06/04/21 - 06/03/26



Newsela Custom Collections for Oakland Unified School District

Statement of Work

Created: May 18, 2021

Expires: June 4, 2021

Summary of Services:

Newsela Inc. will develop and deliver 2 custom content collections (“Custom Collections”) aligned with the Client’s curriculum based upon Client’s submitted curriculum requirements (“Requirements.”). The Custom Collection will contain the number of Units specified in the Client’s scope & sequence. Delivery dates and additional touch points are set forth in the Deliverables Schedule below. The Custom Collections will be accessible to the schools specified in the quote for the duration of the applicable contract.

Deliverables Schedule:

Production & Delivery Schedule

4th Grade Custom Collection Delivery Schedule		
Deliverable	Scope	Delivery
4th Grade Blueprint	In Scope: Completed Blueprint mapping requirements you provide to the Custom Collection(s) Not in Scope:	N/A
4th Grade Blueprint Sign Off	In Scope: Review and sign off of the Blueprint, enabling production to begin Not in Scope:	N/A
Unit 1 Land & People Before Columbus	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 2 Age of Exploration	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 3 Cooperation & Conflict in North America	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 4 Settling the Colonies	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 5 Road to War	In Scope:	July 16, 2021



	Content that aligns to the instructional design of your approved Blueprint.	
Unit 6 American Revolution	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 7 Development & Significance of the US Constitution	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 8 Life in the Young Republic	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 9 The New Nation's Westward Expansion	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021

5th Grade Custom Collection Delivery Schedule		
Deliverable	Scope	Delivery
5th Grade Blueprint	In Scope: Completed Blueprint mapping requirements you provide to the Custom Collection(s) Not in Scope:	N/A
5th Grade Blueprint Sign Off	In Scope: Review and sign off of the Blueprint, enabling production to begin Not in Scope:	N/A
Unit 1 Physical & Human Features that Define CA	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 2 Pre-Columbian Settlements & People	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 3 European Exploration & Colonial History	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 4 Missions, Ranchos, & Mexican War for Independence	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021



Unit 5 The Gold Rush & Statehood	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 6 CA as an Agricultural & Industrial Power	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 7 CA in a Time of Expansion	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 8 CA in the Postwar Era: Immigration, Technology, Cities	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021
Unit 9 Local, State, & Federal Governments	In Scope: Content that aligns to the instructional design of your approved Blueprint.	July 16, 2021

Curriculum Documents

All Client curriculum documents must be submitted to Newsela prior to the above SOW expiration date to be included in any Custom Collection. Any documents submitted after this date will not be included in this scope of this order.

Language Availability

All content within the Custom Collection will be available in English at all available reading levels. Newsela has no obligation to provide any content in Spanish. Based on content availability, an unspecified amount of content may be available in both English and Spanish. Newsela is not responsible for providing any Spanish translations on content sourced for your content collection. Any desired Spanish translations will require a separate statement of work and will likely result in additional client cost.

Blueprinting

The Client acknowledges that delivery of each Custom Collection Unit is contingent upon providing Blueprint sign off by the designated date listed in the above Deliverables Schedule. Any delay in Blueprint sign off may result in a delay of Unit delivery. Should a sign-off delay occur, a Statement of Work amendment will be drafted by the Newsela Content Solutions Team which will update and replace the above Deliverables Schedule.

Content Analysis & Design Sign Off:

By signing, the Client is giving full control to Newsela to custom source content that our Editorial and Instructional Design teams have determined best aligns with the content Requirements provided to the Newsela Custom Services team prior to the signing of this agreement and included in this Statement of Work. The Client acknowledges that additional content requests will necessitate a new SOW and may add additional costs associated with the custom sourcing and curation of article content. The Client also acknowledges and agrees that it has provided all instructional documents necessary for blueprinting to Newsela, and that any final instructional Requirements will be provided prior to the Blueprint Sign Off. Newsela is under no obligation to incorporate any Requirements received after Blueprint sign off into the Custom Collection.

Client understands and agrees that the Custom Collection(s) created hereunder are works formed by the collection and assembling of pre-existing materials or of data that are selected, coordinated, or arranged by Newsela in such a way that the resulting work(s) as a whole constitute(s) original work(s) of authorship

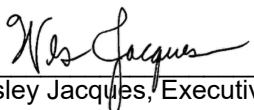


("Compilations" as defined in 17 USC § 101.) Both parties agree that Newsela retains sole and exclusive ownership of each Custom Collection, including all instructional design, instructional content and article content contained therein. Newsela shall be considered the author and owner of such Custom Collection(s) and, as such, retains the right to license them for use by other clients.

Professional Learning Delivery: Custom Collection professional learning training sessions will commence two weeks after the initial delivery date, in order to provide Client's teachers adequate time to review the material and prepare.

Annual Customization Conversation:

Newsela will conduct an annual review with Client stakeholders of the Custom Collection purchased. The purpose of these reviews is to identify any marginal enhancements and adjustments that may need to be made to each Custom Collection to accommodate needs for the coming school year as well as to provide a refreshed set of topical bundles of articles. Any custom content additions are subject to additional costs and the drafting of a new SOW. This conversation will be scheduled no earlier than March 1, 2022 and must be completed prior to May 30, 2022.


6/3/21
Wesley Jacques, Executive Director, Academics and Instructional Innovation Dept.


6/4/2021
Sondra Aguilera, Chief Academic Officer

Newsela, Inc.
Oakland USD Custom Collections Professional Learning SY '21-'22

Recommendations for Session Audience	Recommendations for Session Content
We recommend groups of 50 participants maximum, segmented by grade-level, to build teacher capacity and foster collaboration around the specific collection units they will be implementing.	Our <i>Implementing Your Custom Collections</i> session is designed to flexibly support district priorities and teacher needs. Districts often offer multiple sessions throughout the school year based on participant experience level and implementation questions.

<u>Recommendation for Two Required All-Teacher Professional Days: 15 Professional Learning Sessions</u>			
Schedule	Sessions 9 (\$800 per session)	Topic	Audience
Mandatory Day in August	6 90-minute Sessions	Implementing Your Custom Collections	Segment by grade-level; groups of 50
Optional Advanced Sessions in Fall	2 90-minute Sessions	Determined by teacher feedback	Mixed grade levels
Mandatory Day in January	6 90-minute Sessions	Advanced Custom Collections Training	Segment by grade-level; groups of 50
Optional Advanced Session in Spring	1 90-minute Session	Determined by teacher feedback	Mixed grade levels

For following years of adoption

Mandatory day in August: New teachers	1 90 minute session	Implementing Your Custom Collections	Segment by grade-level; groups of 50
Optional Advanced session for Teacher Leaders in Fall	1 90 minute session	Determined by teacher feedback	Mixed grade levels
Mandatory day in January: New teachers	1 90 minute session	Advanced Custom Collections Training	Segment by grade-level; groups of 50
Optional Advanced Session for Teacher Leaders in Spring	1 90 minute session	Determined by teacher feedback	Mixed grade levels

Total: 23 sessions: 23 at \$800 per session
 \$18,400.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FounderShield, LLC 122 W 26th Street, 2nd Floor New York, New York, 10001	CONTACT NAME:	
	PHONE (A/C No. Ext): 646-854-1058	FAX (A/C No):
	E-MAIL ADDRESS: coi@foundershield.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Cas Ins Co of Amer	19046
	INSURER B : Underwriters at Lloyd's of London (CFC)	AA-1122000
	INSURER C : Travelers Indemnity Co of CT	25682
	INSURER D : Arch Insurance Company	11150
	INSURER E : Princeton Excess & Suprlus Lines	10786
	INSURER F : Underwriters at Lloyd's London (Scale)	AA-1122000
INSURED Newsela, Inc PO Box 25588 Brooklyn, New York, 11202		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			680-4R771718-21-42	01/01/2021	01/01/2022	EACH OCCURRENCE \$2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$2,000,000.00 GENERAL AGGREGATE \$4,000,000.00 PRODUCTS - COMP/OP AGG \$4,000,000.00 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-4R771718-21-42	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			DOJ0128401447	02/11/2021	02/11/2022	Each occurrence \$5,000,000.00 Aggregate \$5,000,000.00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-8R607910-20-42-G	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDEN \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00
A	Property			680-4R771718-21-42	01/01/2021	01/01/2022	\$ 115860.00 BPP \$500 deductible
D	Directors & Officers, Employment Practices Liability Insurance			PCD1001627-02	02/11/2021	02/11/2022	\$ 5,000,000 per occ \$5,000,000 in agg
E	Cyber Liability, Errors & Omissions, Media Liability			5DA3CY0000165-00	02/11/2021	02/11/2022	\$ 5,000,000 per occ \$5,000,000 in agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1000 Broadway, Suite 300 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ADDITIONAL REMARKS SCHEDULE

Intermediary	Insured
Policy Number	
Insurer	Effective Date

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form,

Form Number:						Form Title Newsela, Inc - Oakland Unified School District COI	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	Contract Frustration Insurance	<input type="checkbox"/>	<input type="checkbox"/>	B1115S210021/CP007	02/16/2021	02/16/2022	\$ 0 per occ \$1,000,000 in agg
F	Contract Frustration Insurance	<input type="checkbox"/>	<input type="checkbox"/>	B1115S210021/CP006	02/16/2021	02/16/2022	\$ 0 per occ \$1,000,000 in agg
A	Property	<input type="checkbox"/>	<input type="checkbox"/>	680-8P807254-21-42	04/11/2021	04/11/2022	\$ 719350.00 BPP \$500 deductible
A	General Liability,Hired & Non Owned Auto	<input type="checkbox"/>	<input type="checkbox"/>	680-8P807254-21-42	04/11/2021	04/11/2022	\$ 2,000,000 per occ \$4,000,000 in agg
	Excess	<input type="checkbox"/>	<input type="checkbox"/>	EKS3366991	02/11/2021	02/11/2022	\$ 5,000,000 per occ \$5,000,000 in agg
F	Excess	<input type="checkbox"/>	<input type="checkbox"/>	B0572MR21SU02/0076	02/11/2021	02/11/2022	\$ 5,000,000 per occ \$5,000,000 in agg
A	Umbrella	<input type="checkbox"/>	<input type="checkbox"/>	CUP-8P81093A-21-42	04/11/2021	04/11/2022	\$ 5,000,000 per occ \$5,000,000 in agg
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Ventura County Office of Education

AND

Provider:

Newsela, Inc.

Date:

1/13/20

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Ventura County Office of Education

(hereinafter referred to as "LEA") and Newsela, Inc. (hereinafter referred to as "Provider") on 1/13/20 the terms as stated herein.

The Parties agree to

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

1/13/20

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties, and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

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 transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, 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. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

Newsela Services

3. **Student Data to Be Provided** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B"
4. **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 term used in the Service Agreement.

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 Agreement 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 LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil 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 pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement, provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 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 data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected 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 state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

- a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

- b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - 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.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA's discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law 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.

- e. 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 copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. 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 PRIVACY 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 this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data .
2. **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. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Lisa Cline
Title: Executive Director, Internal Business Services

Contact Information:
Lisa Cline
805-383-1942
lcline@vcoe.org

The designated representative for the Provider for this Agreement is:

Name: Chris Mezzatesta
Title: Chief Customer Officer

Contact Information:
620 8th Avenue, 21st Floor
New York, NY 10018

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Chris Mezzatesta
Title: Chief Customer Officer

Contact Information:
620 8th Avenue, 21st Floor
New York, NY 10018

6. **Entire Agreement.** This DPA constitutes 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.

7. **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.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, 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 IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **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.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Newsela, Inc.

BY:  Date: 2/13/20

Printed Name: Chris Mezzatesta Title/Position: Chief Customer Officer

Local Education Agency: Ventura County Office of Education

BY:  Date: 2-18-2020

Printed Name: Lisa Cline Title/Position: Executive Director

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Newsela Services: Newsela provides content at differentiated consumption levels along with integrated assessments via www.newsela.com (the "Website"), the Newsela mobile application (" App") and any other websites or applications of Newsela, Inc. Services include ongoing upgrading of the consumption level algorithm, communications with teachers and administrators in support of their use of the product, as well as the benefits of related research and development, improvements and supplements supporting the Newsela offerings, the Website and/or the App (collectively, the " Services").

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.	X
	Other application technology meta data- Please specify:	X Browser user agents
Application Use Statistics	Meta data on user interaction with application	X Can be furnished upon request
Assessment	Standardized test scores	
	Observation data	
	Other assessment data- Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID	

	number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc.	X
	Other student	X Quiz answers

	work data - Please specify:	annotations
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "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 primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

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

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education 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 pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal 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.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

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

Subprocessor: For the purposes of this Agreement, 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 software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

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 pupil records. However, for the purpose of this Agreement, 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

Ventura County Office of Education directs Newsela, Inc. 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:

<u>Extent of Disposition</u> Disposition shall be:	<input type="checkbox"/> Partial. The categories of data to be disposed of are as follows: <input type="checkbox"/> Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	<input type="checkbox"/> Destruction or deletion of data. <input type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	<input type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) _____

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

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 Ventura County Office of E and which is dated 1/13/20 to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Newsela, Inc.

BY: 


Date: 2/13/20

Printed Name: Chris Mezzatesta

Title/Position: Chief Customer Officer

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.

Subscribing LEA: Approved as to form by OUSD Staff Attorney Joanna Powell on 6/17/21. 

BY: 

Date: 6/17/2021

Printed Name: Susan Beltz

Title/Position: Chief Technology Officer

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Chris Mezzatesta

Title: Chief Customer Officer

Email Address: procurement@newsela.com

Pursuant to BP 3312, the agreement between Provider and Oakland Unified submitted as Legistar File ID 21-1541 and any subsequent renewals, constitute this separate Service Agreement between Subscribing LEA and Provider.

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Board Office Use: Legislative File Info.	
File ID Number	21-0971
Introduction Date	5/12/21
Enactment Number	21-0835
Enactment Date	5/26/2021 os



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Wesley Jacques, Executive Director, Academics and Instructional Innovation
Nicole Knight, Executive Director, English Language Learners and Multilingual Achievement

Board Meeting Date May 26, 2021

Subject Recommendation for Adoption of elementary English Language Arts, Spanish Language Arts, History/Social Studies

Ask of the Board Discussion and adoption by the Board of Education of - **Resolution No. 2021-0252** - the following recommended materials for elementary curriculum:

- EL Education Core Modules for Elementary English Language Arts (ELA) - grades K-5
- Benchmark Adelante/Advance for Spanish Language Arts (SLA)/English Language Arts in Dual Language Programs - grades K-5
- Newsela California Custom Collections for History/Social Studies - grades 4-5

Background Providing equitable access to standards-based curriculum is a central component of OUSD's work to ensure all students graduate college and career ready and that historically underserved students demonstrate accelerated growth to close equity gaps.

To guarantee literacy for all elementary students and set them on pathways to college, career and community success, it is essential that we provide teachers with high-quality literacy and language materials and support them

in curriculum planning and implementation through systematic, professional learning. Adoption of these materials allows us to begin the next phase of this critical work in partnership with teachers, principals and families.

Adopting elementary ELA curriculum and providing foundational PD to all teachers are also named as required action in the State's *Systemic Instructional Review (SIR)* of OUSD:

"The current curriculum used in elementary ELA/ELD, Units of Study, is not sequenced or fully aligned with the CCSS...[and] lack authentic cultural relevance." (16)

"The perception of autonomy over the selection of curriculum inhibits the implementation of comprehensive, sequenced, standards-based curricular programs districtwide." (16)

"The ELA programs under review for adoption offer an opportunity to implement a core program for all schools that is culturally relevant, sequenced, and aligned to standards and best practices." (16)

Action 2A: "The central office is to outline the non-negotiables in the selection of curricular materials to ensure all students receive instruction using curricular tools that are standards-aligned, rigorous, and culturally relevant." (17)

Action 2C: "The central office should provide required professional development in all curricular areas and integrate the explicit teaching of reading, ELD, and academic language strategies."

The Need for Elementary ELA/SLA Curriculum

Insufficient instructional materials and a lack of teacher professional learning have contributed to the unacceptable gaps in reading proficiency between white students/students from higher income families and African American, Latino/a, English Language Learners, and socio-economically disadvantaged students. In 2018-19, OUSD committed to transition from the Lucy Calkins' *Units of Study (adopted 2015-16)* because it is not fully aligned to the demands of the Common Core Standards or the California ELA/ELD Framework and is insufficient in the following areas:

- Inadequate materials for teaching foundational literacy skills (phonemic awareness, phonics, fluency)
- A lack of complex texts and tasks (grade-level reading, writing and discussion)

- Insufficient vocabulary and language support for English Language Learners and Academic Language Learners
- Lack of culturally relevant materials
- No materials to support Spanish Language Arts or biliteracy development in a Dual Language or a bilingual setting. ([1/29/19 Memo](#))

Over the last two years OUSD has invested in materials, training and coaching to support *Systematic Instruction in Phonics, Phonemic Awareness, and Sight Words (SIPPS)*, a supplemental curriculum for foundational literacy instruction, across K-2 classrooms and for some students in grades 3-5. While this has provided a structured literacy program to support critical skill development (named as a strength in the SIR), it is not a comprehensive program and does not address the other essential components of OUSD's Language and Literacy Framework (right).



The Need for New Social Studies/History Curriculum

Standards-aligned social studies curriculum allows students to develop the historical thinking skills and knowledge required by the California History/Social Science Framework through shifts in four key areas: Content, Inquiry, Literacy and Citizenship. Social studies instruction also provides an important forum for elementary students to see themselves and their histories represented in the curriculum and learn to think critically about the world around them. OUSD's current adoption *Harcourt Reflections* (2006-07) is insufficient in the following areas:

- Outdated historical content is not aligned to California History Framework (2016)
- Lack of culturally responsive materials that represent the histories of marginalized groups and Oakland communities.
- Lacks relevant connections to the present
- Lack of learning through inquiry (rather than the memorization of dates and events.)

Discussion

We are grateful to the teachers and staff who served on steering committees, evaluated programs, piloted instructional materials and recommended these rich and promising curricula. Below you will see a summary of the selection process, aligned with California Ed Code (EC Sections 60210 and 60002), and reasons for recommending each curriculum.

K-5 ELA Steering Committee and Program Evaluation

- **Committee Makeup:** 24 teachers (15 classroom; 6 SPED, 2 TSAs, OEA Vice President), 1 principal; 4 OUSD Coordinators. The committee performed more than 1200 hours of work from March 2020 to April 2021.
- **Subcommittees:** 1) Foundational Literacy; 2) Complex Text and Task; 3) ELLs and Cultural Responsiveness.
- **Engagement:** A Parent Study Group provided recommendations to the Steering Committee. Many meetings were held to collect input from the OEA, principals, teachers, and community partners.
- **Evaluation of programs:** The committee conducted an initial level 1 review of programs, then each subcommittee conducted a “level 2” evaluation of six programs using rubrics aligned to state expectations to evaluate curriculum in their area.
- **Evaluation of pilots:** The committee voted to collect pilot data on two programs. In addition to the level 2 evaluation data, the committee conducted and reviewed data from lesson observations, teacher focus groups, principal focus groups, and student work samples.

Level 1 Review	Level 2 Evaluation	Pilots
<i>EL Education; Benchmark Advance; Wonders; F&P Classroom; Amplify CKLA; Bookworms; National Geographic Reach for Reading; Collaborative Literacy: Being a Reader, Being a Writer; Wit and Wisdom</i>	<i>-EL Education; Benchmark Advance; Wonders; F&P Classroom; Amplify CKLA; Bookworms</i> Foundational Skill Programs evaluated: <i>SIPPS, Heggarty</i> (eval. of <i>Foundations</i> other programs continuing)	<i>-EL Education</i> <i>-Benchmark Advance</i>

1) Recommendation for *EL Education: K-5 ELA/ELD*

On April 1st, 2021, the K-5 ELA Steering Committee voted 19-0 to recommend *EL Education* core modules for adoption for the following reasons:

- Exemplary extended and engaging inquiry units rooted in complex text sets that develop language, content and literacy over time for all learners, including historically underserved students
- Rich, authentic writing program grounded in reading
- Exemplary scaffolding for historically underserved students including Integrated ELD, student talk and academic discussion protocols with clear teacher guidance

- Strong equity lens with improvements planned to increase cultural responsiveness
- Strong PD framework emphasizing teaching the program with “integrity” to core principles rather than “fidelity” to scripts
- Strong integrated ELD and commitment to partner with OUSD to improve designated ELD component
- Embedded approach to Social Emotional Learning

Based on the recommendation of the committee members, we are pleased to put forward *EL Education* for consideration as OUSD’s Core ELA curriculum. *EL Education* is a standards-based literacy program focused on real-world content that engages students to be meaning makers and active learners. The curriculum has an integrated reading and writing program that meets the Key Shifts called for by the Common Core. In addition we note the following considerations for adoption of the program:

- *Ed Reports* materials review gave EL Ed its highest rating 57/58 on *alignment* to standards (Text Quality + Building Knowledge) and 33/34 on *usability*.
- The *UnboundEd Standards Institute* uses *EL Education* as its base program to teach the ELA Common Core Standards to educators.

UnboundED: “[EL Ed] provides entry points (at a high level) for English learners and establishes protocols for scaffolding and support. We believe that it’s important for instruction derived from a curriculum to be grade-level, meaningful, engaging, and affirming.”

- **Coherence:** In addition to its use at 19 pilot elementary schools, *EL Education* is OUSD’s current middle school adoption, creating opportunities for deeper implementation and K-8 alignment as students move through our system.

Note on Foundational Literacy:

Our recommendation for adoption of *EL Education* does not include the foundational skills component of the program for the following reasons:

- The foundational skills subcommittee has not recommended a foundational skills program and will continue their evaluation of supplemental programs
- We did not pilot the *EL Education* Skills block or collect data on its implementation, due in part to the distance learning context this year.
- Meanwhile, we have built significant capacity in utilizing the SIPPS program and will continue to implement SIPPS for Tier 1 instruction in K-2 as we make a recommendation for a foundational literacy curriculum next year.

Dual Language Curriculum Program Evaluation

The ELLMA Office strongly recommends *Benchmark's Advance/Adelante* Dual Language materials, which remedies years of inadequate materials in our Dual Language and bilingual schools. Previous to the purchasing and piloting of these materials, District-provided materials for Language Arts did not provide parity in English and Spanish. For example, Spanish materials were often translations, rather than authentic texts. Where Spanish texts were not available, teachers often took on the work of translating materials on their own time. Not only did this create an additional workload for teachers but there was no way to guarantee a high level of quality or text complexity. Teacher turnover meant that when teachers left, the curriculum often went with them, leaving new teachers with little or no Spanish materials to work with. Finally, the cobbling together of English and Spanish texts and materials did not allow for intentional development of biliteracy which requires connected texts and lessons that facilitate transfer of skills between languages as well as the explicit teaching of non-transferable language and skills.

Timeline and Process

The engagement, piloting and selection process of Dual Language materials has occurred over multiple years involving dozens of staff from Dual Language and bilingual programs. Following is a summary timeline:

Spring 2017: Dual Language teachers and leaders from 4 schools convened to review materials options and selected a small scale pilot of *Benchmark Adelante* materials, the Spanish Language Arts component of *Benchmark* materials.

2017-18: These same 4 schools extended the pilot to include both *Benchmark Adelante* and *Advance* and submitted an instructional materials waiver from the *Lucy Calkins Units of Study* curriculum.

2018-2020: The pilot was extended and a planned formal adoption process paused as it was decided to include Dual Language schools in the current district-wide adoption process. Four additional schools opted to pilot the materials including two schools with early exit bilingual programs.

2020-21: *Benchmark Advance* was included in the district-wide ELA/ELD adoption process for non-Dual Language schools and was voted as the second strongest ELA program in English, after *EL Education*.

Findings and Recommendations

The committee found the following strengths in the materials:

- Provides authentic, complex text in Spanish with robust supports
- Provides Designated ELD aligned with grade-level complex texts

- Vertical alignment
- Aligned to the Common Core State Standards, the Next Generation Science Standards, and History and Social Science standards.
- Technology and digital resources used to enhance instruction in reading, writing, speaking and listening, and language development
- Provides scaffolds for ELLs, and the opportunity to make connections between both languages (transferability)
- Builds on primary language and culture and other forms of prior knowledge

The committee also identified the following needs:

- Teachers need significant support in unpacking the materials and understanding how the program is organized and why it is designed as it is.
- Some of the units are lacking in cultural responsiveness. *Benchmark* has responded to our concerns with new materials and has committed to working with us to continue to improve in this area.
- Supplementary foundational skills materials to provide sufficient instruction and application to developing a strong foundation in biliteracy.

2) Recommendation for Benchmark Adelante/Advance: K-5 SLA/ELA for Dual Language Programs

In conclusion, we are recommending adoption for the following reasons:

- *Benchmark Advance* ELA English version was rated as the second-strongest ELA program reviewed by the K-5 ELA Steering Committee, with strong complex text and knowledge building.
- Rich, authentic texts in Spanish
- Capacity to deepen implementation with systematic professional learning plan

Social Studies Steering Committee and Program Evaluation

A note of gratitude to teachers who piloted the programs and helped shape the flexible 4th-5th grade Custom Collection through their ongoing feedback to the *NewseLA* curriculum design team. Below you will see a summary of the selection process, [aligned with CA state guidance](#), and reasons for recommending the curriculum.

Social Studies Adoption Team

- **Committee Makeup: 15** Teachers and staff from 8 schools; Representatives from OUSD Social Emotional Learning, Office of Equity, Ethnic Studies, Literacy and ELD, and OUSD families

- **Engagement:** Many meetings were held to collect input from the 2018 adoption committee, OUSD partners and the 2020-21 pilot committee which met monthly.
- **Evaluation of program:** Assessment of programs by teachers used curriculum rubric aligned to 2016 CA History Social Science Framework. Additional feedback was gathered from OUSD community representatives and broad usage data from all elementary teachers and students.

January-April 2018	February 2020	May 2020	October 2020 - March 2021
Materials piloted by adoption committee <ul style="list-style-type: none"> ● <i>TCI</i> ● <i>Pearson</i> ● <i>McGraw Hill</i> 	Newly published material reviewed by OUSD: <ul style="list-style-type: none"> ● <i>InquirED</i> ● <i>Studies Weekly</i> ● <i>Newsela Custom Collection</i> ● <i>TCI</i> 	Materials reviewed by adoption committee <ul style="list-style-type: none"> ● <i>Newsela</i> ● <i>TCI</i> 	<i>Newsela</i> pilot

Recommendation for Newsela for 4th-5th ELA

In March 2021 piloting teachers voted to recommend *Newsela* Social Studies using a rubric aligned to the key shifts in the 2016 California History-Social Science Framework. OUSD partners weighed in with *Newsela* strengths reflecting their disciplines.

Program Strengths

- **Content:** An alternative to outdated textbooks. Articles updated daily from over 100 sources. The Social Studies curated collections include diverse perspectives: 4-5 CA History, Ethnic Studies, Black History, Current Events. The Custom 4-5 History Collection will be revised yearly guided with OUSD community input.
- **Inquiry learning:** Complex text sets shed light on multiple perspectives. Students read, discuss and write in response to essential questions about the past and present.
- **Literacy:** *Newsela* platform offers student choice and engagement. Articles can be accessed at individualized reading levels and in Spanish. Online features include annotation capacity, quizzes that identify student independent reading level, writing prompts, and teaching guides for student activities and discussion.
- **Civic engagement:** Opportunities to connect the past with the present and examples of student and community agency. Diverse,

culturally responsive content supports Social Emotional Learning competencies.

We are pleased to put forward the recommendation of the committee for Newsela because it provides the following opportunities:

- Digital curriculum will be updated annually by a teacher committee and NewsELA to stay current and make improvements (no outdated textbooks).
- We can shape the curriculum to represent local history and the experiences and perspectives from our diverse communities, especially black, brown, and multilingual communities
- We plan to explore K-3 adoption next year, including the consideration of a 3rd grade local history/ethnic studies course in Newsela.

Professional Learning & Implementation for All Adopted Materials

Once new curriculum are adopted, we will implement systematic professional learning to support implementation for all three, including the following support:

- **Foundational Professional Development (PD):** 3 days of training in new curriculum (Summer and start of school-year options) for teachers, instructional staff and school leaders to get started with curriculum
- **Monthly PD:** Grade-level sessions grounded in the curriculum on 2nd Wednesdays. Monthly focus launches a cycle of inquiry to implement practices and share learning.
- **Weekly Teacher Collaboration:** Dedicated time at each school for professional learning communities to meet and conduct inquiry using curriculum.
- **Literacy PLC Leaders (Teachers/TSAs):** Teacher leaders and coaches from each site participate in biweekly professional learning to coach and lead PLCs.
- **Leadership PD & Learning Walks:** Professional development for principals and at least 3 annual learning walks.

Fiscal Impact

- *EL Education*
 - Curricular Materials for 43 schools - app. \$938,000
 - PD Contract with EL Education - app. \$482,865
 - Teacher Leader Extended Pay - \$43,000 - \$86,000
 - Stipends for teachers to create OUSD EL Ed Central, digital platform to support instruction - \$160,000

- *Benchmark*
 - Materials for 9 Schools - \$284,000
 - PD Contract with Benchmark - \$130,000
 - Teacher Leader Extended Pay - \$9,000 - \$18,000
- *Newsela*
 - 8 years of service for 781,000 (\$286,853 annually for 3 years)
 - PD Contract with Newsela: \$62,000
 - Teacher Leader stipends: \$22,400 - \$44,200

All Curricula: Summer PD Extended Pay - app. \$877,500

Attachments

- A. TK-5 Language and Literacy Framework
- B. ELA/ELD Pilot Findings Report
- C. ELA/ELD Curriculum Evaluation Scores
- D. ELA/ELD Research Synthesis
- E. ELA/ELD Curriculum Steering Committee Membership
- F. ELA/ELD Parent Study Group Membership
- G. ELA/ELD Curriculum Updates Memo (12/13/20)
- H. EdReports Evaluation of EL Education
- I. Board Presentation: State of Instructional Materials (9/23/20)
- J. State of Curriculum Memo (1/29/19)
- K. State of Instructional Materials (10/10/19)
- L. History- Social Science Selection Committee Membership and Engagement
- M. EL Education Draft Scope of Services for Professional Development
- N. See attached Benchmark Draft Scope of Services for Professional Development
- O. NewsELA Draft Professional Development Services

OUSD Language and Literacy Framework (TK-5)

April 2021

Overview: Providing Equitable Access to High-Quality Literacy Instruction

No work we do is more important than ensuring our elementary students learn how to read, write, and communicate effectively. It is the foundation of success in college, career and community. Considering the long-standing inequities in access to literacy and the devastating impact on life outcomes of our children, it must be our collective call as Oakland educators to guarantee the basic right of literacy for every student, especially Black, Brown, English Language Learner (ELL) students, and students with IEPs.

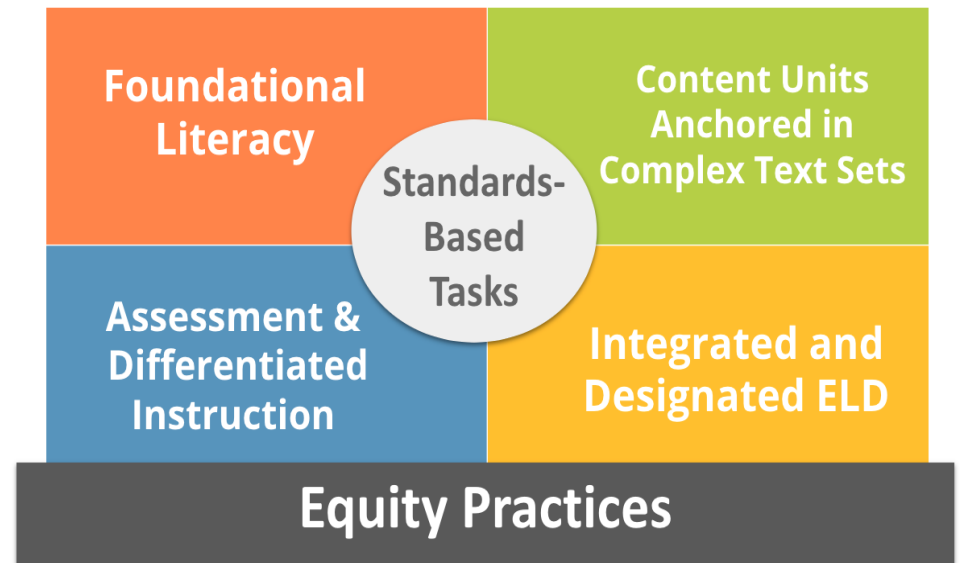
Making this vision a reality requires us to operate from a shared understanding of high-quality literacy instruction. The definition provided in this framework is centered around the belief that all students can and will achieve if they are provided rigorous and relevant literacy experiences every day. It is grounded in research and educator experiences about the essential components of a literacy program that schools must guarantee for all students. It names critical equity practices that should be infused through all literacy instruction to ensure culturally sustaining, empowering experiences for all students, including our most marginalized communities. We are grateful to the educators and community members who provided input on this framework, and hope this document helps to unite us in service of equity and literacy for all OUSD students.

1. Based in Equity Practices: Culturally sustaining strategies to *interrupt deficit thinking, leverage students' linguistic and cultural assets, and nurture empowering narratives* with and for our students and families.

2. At the Core: Standards-based tasks for every student, every day!

3. Essential Components:

- **Foundational Literacy:** Systematic and sequential instruction in phonemic awareness, phonics, and fluency
- **Content Units Anchored in Complex Text Sets:** Knowledge building and inquiry grounded in rich and culturally-relevant materials
- **English Language Development (ELD):** *Integrated ELD* to teach language and provide access to the core curriculum, plus *designated ELD* to target student language levels
- **Assessment and Differentiated Instruction:** Use of data and to tailor instruction to student needs.



OUSD Language and Literacy Framework (TK-5)

April 2021

1. EQUITY PRACTICES establish the necessary conditions for learning, guiding our planning and implementation of a high-expectations environment where our students' diversity is celebrated and leveraged in the service of powerful learning, cultural competence and belonging.

U.S. schooling exists in a broader context of systemic, interpersonal and internalized oppression, in which students from historically marginalized backgrounds are least likely to receive quality instruction that affirms their backgrounds and capacity as learners. That is why **literacy instruction must be based in culturally sustaining practices that build on student assets and empower them to become powerful readers, writers and critical thinkers.**

Disrupting Deficit Thinking

We must all engage in self work to understand our biases and how we participate in systems of oppression. The language we use is a manifestation of our mindset and has the capacity to either interrupt or perpetuate bias. For example, speaking about students as having “unfinished learning” instead of describing them as “low students” communicates a belief in their capacity to grow and excel. One way school teams can disrupt deficit thinking is by building and practicing community agreements regarding use of language that empowers and uplifts. By shifting from the language of complaint to language of commitment, we can express what we stand for and take responsibility for addressing inequities ([Benson, 2020](#)).

Another way that deficit plays out is through teacher simplification of texts and tasks when students are not perceived as ready for grade level materials. Although sometimes well intentioned, this often results in students of color being denied access to rich instruction that promotes higher order thinking. Rather than lowering the rigor, our focus must be to provide access to standards-based instruction by scaffolding instruction and building on student understandings ([OUSD Asset-Based Cards](#)).

Leveraging Cultural and Linguistic Assets

Students who can access their lived experiences and cultural assets are confident and productive learners who achieve amazing, accelerated results ([Jackson, 2011](#)). Unfortunately the cultures of language Black, Brown and Indigenous students are often not represented or considered in instruction. That is why we must look for opportunities to affirm and integrate culturally-based ways of communicating and understanding ([Yasso, 2005](#)). For example, many cultures represented in OUSD have a strong oral storytelling and performance narrative traditions which can be included in literacy instruction. In addition to leveraging the [multiple and dynamic literacies](#) that students bring, teachers should also celebrate and draw understanding from the languages represented in the classroom—for example, having students teach vocabulary related to a topic in their home language. These practices help connect home, community and classroom learning and ensure all students feel a sense of belonging.

Nurturing Empowering Narratives

Dominant cultural narratives about our students and families are often deficit-oriented and limiting. These negative messages can be internalized by students, affecting their sense of cultural and academic belonging and determination. To promote narrative change, we must ensure that students see themselves and other members of their community represented in the curriculum through stories of creativity, resistance, collaboration and humanity. Rich texts should serve as both mirrors to reflect students' culture and experiences and windows into the backgrounds of others. We can also partner with students, families and community members to create and elevate stories that honor the brilliance, resilience and richness of our communities.

“Classroom studies document the fact that underserved multilingual learners, students living in poverty and students of color routinely receive less instruction in higher order thinking and skills development than other students... This type of instruction denies students the opportunity to engage in what neuroscientists call **productive struggle** that actually grows brainpower.”

- Zaretta Hammond

OUSD Language and Literacy Framework (TK-5)

April 2021

2. STANDARDS-BASED TASKS *at the Core*

The **tasks** that students do every day are the best predictors of the knowledge, skills and dispositions they will develop over time. That is why students in every grade must consistently engage with complex texts — reading for purpose, building knowledge of academic language and content and writing and speaking grounded in evidence from the text (see [Common Core Key Shifts in ELA](#)). Evidence-based reading, writing and discussion is important for all students and critical for English Language Learners and Academic Language Learners (ELLs and ALLs) to develop the literacy they will need for college, career and community life. To plan and assess language arts and content-based literacy lessons, we ask [three essential questions](#):

1. Does the lesson focus on high-quality text at or above the complexity level for the grade?
2. Do the tasks and questions address analytical thinking required by grade-level standards?
3. Are all students provided opportunity to engage in the work of the lesson?

Utilizing a quality curriculum is the most effective method to ensure standards-aligned texts and tasks, but teachers must bring the content to life, drawing connections to students' lives and to the world around them. To provide access to all learners, teachers structure tasks so students do the heavy lifting and provide scaffolds for English Language Learners. Quality curriculum provides tools for teachers to do this effectively, so they can focus more of their time on planning for the unique learners in their classes rather than designing content on their own ([Curriculum Matters, 2019](#)).

This is our collective commitment — relevant and rigorous tasks for every student, every day!



Interrupting Deficit Thinking
Standards-based tasks are an equity strategy that raise expectations of the work our students can produce.

OUSD Language and Literacy Framework (TK-5)

April 2021

3. ESSENTIAL COMPONENTS

Systematic Instruction in Foundational Literacy

Students learn the necessary foundational literacy skills, from phonemic awareness and concepts of print to decoding of connected text.

Explicit, systematic instruction in foundational literacy skills is required for most students to crack the alphabetic code and become accurate and fluent readers (See [Foundational Skills White Paper of the CA ELA/ELD Framework](#)). These

skills (should be taught sequentially until they are mastered by every student (e.g., blending spoken sounds into words precedes phonics, see [Foundational Reading Standards](#)).

It is important that schools use the same curriculum and sequence across classrooms and grades to ensure instructional alignment. The daily schedule must provide time for frequent assessment and differentiated instruction to ensure students meet critical K-2 benchmarks. This should include tiered supports and multisensory literacy strategies for students with learning disabilities such as dyslexia. In **Dual Language** settings, opportunities for transferability and the [Spanish Foundational Reading Standards](#) can help students bridge their L1 and L2 literacy knowledge.

Effective foundational skill instruction supports students to become confident and fluent readers.

In grades 3-5, students with foundational skills gaps must receive targeted interventions to become fluent readers, and the materials used for older students should appeal to their maturity level. A universal screener such as i-Ready should be used to identify students for further diagnostic assessments of foundational skills (e.g., SIPPS placement) in order to identify the targeted interventions needed to accelerate growth.



OUSD Language and Literacy Framework (TK-5)

April 2021

Content Units Anchored in Complex Text Sets

Students pursue inquiry in a topic anchored in a complex text set, developing the language and literacy they need to produce high-quality work.

Daily engagement with complex texts is necessary for students to improve reading comprehension and master academic language and writing structure. When texts are organized in thematic units, students are able to deepen their knowledge of a topic, thereby improving their comprehension of future texts. Content-rich units motivate students and provide them multiple opportunities to learn and apply language through

reading, writing, and discussion of related materials. Essential questions and summative tasks focus learning and allow students to deepen understanding and revise writing pieces over time.



It is critical that all students, regardless of language proficiency or reading level, are provided access to complex text and analytical thinking. Instead of simplifying texts and tasks until students are deemed ready, we must scaffold up to provide access to academic language, complex text structures and critical thinking (Fillmore, 2010). Scaffolds can include pre-teaching vocabulary and content, multiple reads for fluency practice, sentence frames for discussion, modeling annotation and unpacking sentences (see *Integrated and Designated ELD in next section*). In *Dual Language programs*, students can learn to transfer knowledge of academic language and text structure from one language to the other.

Nurturing Empowering Narratives
Rich texts should serve as both windows and mirrors into the experiences of our diverse communities.

Students should be encouraged and supported to extend their knowledge and love of books through regular independent reading. While there is no substitute for close reading of complex texts, independent reading texts should roughly match the range of complexity a student can access on their own. Motivation and knowledge of a topic will also contribute to a student's ability to comprehend. Peer recommendations and classroom and school libraries organized by topic can support independent reading.

OUSD Language and Literacy Framework (TK-5)

April 2021

Integrated and Designated ELD

Teachers intentionally teach the complex academic language of school to ELLs and all students.

“English learners at all English proficiency levels and at all ages require both **Integrated English Language Development (ELD)** and specialized attention to their particular language learning needs, or **Designated ELD.**” ([ELA/ELD California](#)



[Framework](#), p. 119)

Integrated ELD is the practice of explicitly teaching academic language all day in every content area. Practices include graphic organizers, teaching academic vocabulary through multiple examples and structured opportunities to make meaning of academic texts and content through *student-to-student* talk.

Designated ELD is a protected time to focus language development for students at a similar English proficiency level. Moving away from past practices of isolated grammar activities, designated ELD should consist of meaningful writing and discussion that helps students understand how language works in context. Therefore, **Designated ELD** should be directly connected to core instruction and anchored in the language of complex text sets, building towards application in culminating performance tasks. This allows teachers to:

- Promote use of language through rich content learning that supports conceptual understanding and provides access to core content;
- Focus student learning on language and text structures that they need to read and write effectively (e.g. learning the structure of informational writing or transitional phrases that authors use to connect ideas).
- Create multiple opportunities for students to apply vocabulary and language structures across content areas.
- Facilitate social-emotional learning skills, such as social awareness and relationships ([SEL Standards](#)).

Leveraging Linguistic and Cultural Assets
Integrating home languages and promoting biliteracy supports English Development and honors student cultures.

Dual Language programs should include *both* **Designated English Language Development (ELD)** and **Designated Spanish Language Development (SLD)**, thus providing the benefit of biliteracy, including high levels of achievement in English. See description of OUSD Dual Language programs and their benefits [here](#). For additional guidance and resources on Integrated and Designated ELD, visit the ELLMA website at ousd.org/ellma.

OUSD Language and Literacy Framework (TK-5)

April 2021

Assessment and Differentiated Instruction

Educators assess students and tailor instruction so all students, including historically underserved students, can reach high levels of literacy.

Supporting all students to develop literacy requires that educators regularly monitor progress and adjust instruction to meet students' individual needs. Assessments must include:

- **A diagnostic screener** in the core components of literacy (phonological awareness, phonics, vocabulary, fluency and comprehension) that can be used to target supports and determine where deeper diagnostic assessment is needed (e.g. dyslexia screening).
- **Formative and interim assessments** that assess progress towards grade-level standards.
- **Daily checks for understanding** to adjust instruction and support students in meeting lesson objectives.



Formative assessment should include curriculum-based quizzes (e.g. *SIPPS* mastery tests) and authentic student work, such as student writing in response to text. Data is most powerful when analyzed in collaborative teacher teams, or “professional learning communities.” By setting goals, testing the impact of new practices and reflecting and sharing learning, teacher teams can improve literacy learning and close equity gaps. Through these cycles of inquiry, teachers also grow their collective efficacy — the belief in the team to transform learning outcomes for all students — the single greatest factor most associated with student achievement ([Hattie, 2018](#)).



Literacy data also serves as the basis for a multi-tiered system of support (MTSS), where some students receive more targeted Tier 2 or 3 strategies, such as multisensory literacy instruction in additional small group or one-on-one time. Schedules should allow for this differentiation through a “workshop” period when tutors, special education teachers and other support staff can “push in” support to maximize small group time. Adaptive instructional technology can also be used to target instruction and extend learning experiences beyond time with the teacher.

Interrupting Deficit Thinking

Teacher teams grow their collective efficacy when they see shared practices improve student learning.

Findings Report on Benchmark Advance and EL Education

Prepared by the Findings Subcommittee to the K-5 ELA Steering Committee, Lead Writer Mike Ray

Table of Contents

[I. Purpose of Document](#)

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

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

A. [Level 2 Reviews](#)

B. [Focus Groups](#)

C. [Lesson Observations](#)

D. [Student Work Samples](#)

[IV. Links and References](#)

I. Purpose of Document

This report prepared by the Findings Subcommittee to the K-5 ELA Steering Committee brings together the many pieces of information the Committee collected about *Benchmark Advance* and *EL Education (Formerly Expeditionary Learning Outward Bound)* over a one-year period . The report does not represent the final recommendation of the full K-5 ELA Steering Committee. The goal of the report is to support further discussion and debate in the K-5 ELA Steering Committee as it decides on its recommendation. [The indicators used by the Committee may be viewed here.](#)

The report begins with a table that provides a high level summary of the two programs, including statements assessing which program is stronger in each of program elements. The report then follows with a detailed look at the different data sources that inform the summary. At the end of the document please see section [IV. Links and References](#), for useful links to source documents.

A note on the use of efficacy research in our process: Research on the effectiveness of curriculum provided by vendors is helpful because it calls attention to the potential of programs to produce the results we desire for our students. However, we are cautious about prioritizing efficacy studies over direct review of the curriculum because such studies rarely establish causality between the curriculum and the results. The difficulty of establishing causality is partly due to the many non-curriculum factors that affect the final result, including how well implementation is supported. Studies also vary in quality in many ways. Our main focus has been to evaluate the materials themselves, looking for evidence of practices strongly supported by research (e.g., student talk and discussion). A synthesis of the research reviewed including scholarly reviews and efficacy studies for each program can be found [here](#).

II. Summary of Strengths and Needed Improvements

Below is a high level summary of the strengths and needed improvements for each program based on the data sources described in section [III. Findings by Activity or Data Source](#). A description of each of the Program Elements in this table is provided [at this bookmark](#). ***Please note that our consideration of the programs does not include their foundational literacy skills piece, and Committee review of foundational literacy programs is ongoing.***

Program Element	Benchmark Advance¹	EL Education	Which program is stronger?
<p>Extended student inquiry on a topic to build knowledge and language learning in preparation for a summative task</p>	<p>Link to Benchmark Matrix of Topics across grade levels, Link to Benchmark online. Benchmark is organized in 10 three-week units per grade focused on science or social studies topics. The topics in turn are organized into themes that repeat across the grade levels, with some more engaging than others. Content knowledge and genre knowledge are developed across each unit and across the grades, but although there is writing related to the knowledge and language learning, it can feel disjointed, and though there are optional inquiry topics that can be pursued, there are not true summative tasks, just a summative assessment.</p>	<p>Link to EL Education Matrix of Topics across grade levels. Extended 18-week Modules divided into 6-week units focused on science and social studies topics that culminate in a summative task. The modules are divided up into three 6-week Units, which also have smaller summative tasks that build toward the Module summative task. Content knowledge and genre knowledge are developed across each Module and unit, with attention to learning writing genres and relevant language anchored in the primary genre of each unit with reading and writing “rising together” in the words of a teacher in our focus groups.</p>	<p>EL Education, due to longer units to support genuine inquiry and language development that culminate in a summative task, easier-to-follow writing genre development, and more engaging topics and activities overall.</p>
<p>Rigor and engagement of texts and tasks</p>	<p>Texts are challenging and rigorous, and tasks are grade-level aligned with some open ended tasks, though some texts are less engaging according to teachers. Sometimes the standards focus and the pacing of the three-week units seems to overwhelm the tasks and the ability of students to authentically engage with the content and each other.</p>	<p>Texts are rigorous and engaging, tasks are grade-level aligned in terms of standards, and the inclusion of open-ended tasks and a more authentic, extended inquiry supports critical thinking, language learning and quality student production.</p>	<p>EL Education, due to the sophistication of thinking and student production due to longer units and genuine inquiry.</p>
<p>Scaffolding up to complex text and task for all students</p>	<p>The scaffolds at the lesson level are strong and well designed, though there are many and teachers may need guidance on when to use which scaffold. Every lesson includes an <i>Integrated ELD</i> panel on the left that makes suggestions for light, moderate and strong support which helps teachers target support according to their knowledge of their students. There is also a useful “If...then” list of things to do during</p>	<p>The scaffolds at the lesson level are strong and well designed with supports for ELLs organized by light and substantial support and suggestions for Universal Design for Learning included before every lesson, with additional suggestions within the lesson. Our principals in their focus group lauded the ability of the program to engage special needs students. Due to the many suggestions, teachers may need</p>	<p>EL Education, due to the inclusion of the UDL supports for our SPED students, the stronger big picture guidance on student talk, and the extended inquiry that supports student acquisition of language, literacy and content over time. That said, <i>Benchmark</i></p>

¹ Please note that *Benchmark Adelante/Advance* was piloted and chosen by the Dual Language sites as the highest quality curriculum available for the Spanish bilingual context. The committee also reviewed and did not select for piloting the program *Wonders/Marvillas*. This document is focused on helping to decide whether to recommend adoption of *Benchmark Advance* for Structured English Immersion (SEI) contexts in TK-5 OUSD schools.

	<p>the first reading of complex texts. The framing of the three-week units around a topic is helpful for students to build knowledge and vocabulary, though teachers seemed to find them to be a little short and fast moving.</p>	<p>guidance and experience in order to decide when to use which scaffolds. We note that the robust framework for student talk (see below) is an important scaffold and the explicitness of the program in terms of lesson objectives and outcomes for writing production are also a scaffold for ELLs and students below grade level.</p>	<p><i>Advance</i> is fairly strong in this area.</p>
<p>Teacher Useability</p>	<p>Teacher-friendly and easy to follow guidance on how to develop the lesson, though it takes time to learn about all the different resources (student libraries, assessments, assignments, alternative read aloud texts) available and how they can be used. The three-week units can be helpful as a frame, or they can move a little fast.</p>	<p>We note the completeness of the guidance (e.g., see scaffolding and student talk in this table), but also the way these multiple supports combined with the first encounters with a curriculum design based on complex texts and student inquiry can be challenging at first. However, as teachers go through one or two units, and the routines and rhythms of the program become clear, they report it is much easier and provides strong guidance, and this parallels the experience reported to us by Detroit Public Schools. Teachers and principals also noted that the multiplicity of teacher guidance (Learnzillion, Detroit slide) was initially confusing.</p>	<p><i>Benchmark Advance</i> since it has a better teacher guide layout including a very good online user interface. It's a close call since <i>EL Education</i> is more complete in including different types of support. However, the completeness of EL Education resources (e.g. UDL or ELL scaffolding or calling our different primary languages) may take more time to master.</p>
<p>Teacher Craft and Professional Agency</p>	<p>The wealth of resources is impressive, but to make good use of the multiplicity of resources, some type of organizing principle not explicitly articulated in the program-seems necessary. Without these principles and with lessons that are teacher-dominant with extensive scripting, modeling, and lack of student choice, there is a risk of teachers just "going through the program." The Connect Across Disciplines Inquiry Projects are an example of this: they are a great resource, but you also might just skip them. Moreover, sometimes the guidance for critical aspects of the program, such as how to launch student talk effectively, are not clear. We learned on 3.19.21 of</p>	<p>Overall, the clear equity and student inquiry guidance create a guiding principle that is both reflected in the details of the lesson and available to help teachers make specific decisions about how to deliver a lesson, or help teachers and sites choose a focus to go deeper. Teachers, sites and the District as a whole might ask themselves questions such as "How is the student talk <i>in service of equity and student inquiry and ownership</i> going in this lesson or overall?" or, "How well are we implementing the scaffolds <i>in service of ELLs acquiring grade-level academic language</i>?" These principles set a course for teachers to grow as individuals and as a community. The principals in</p>	<p><i>EL Education</i> because of the stronger framing of core principles that organize the materials and practices (including inquiry projects), which can guide further teacher learning over time, though Benchmark can get part way there through PD and presumably through the PD Essentials books.</p>

	<p>short but very focused manuals that are very teacher oriented PD essentials covering some core aspects of the program, such as student talk. The most important missing element is the extended inquiry unit, rather than the short, three-week unit, and the way that the program’s laser focus on adherence to the standards sometimes seems to drown out more expansive ways of thinking about teaching and learning.</p>	<p>our focus group were strongly in favor of a “thinking curriculum” that would deepen teachers expertise. The interest in collaboration expressed during teacher and principal focus groups supports the idea that the program invites thinking and growth along the way.</p>	
<p>Equity and Cultural Responsive-ness</p>	<p>Then emphasis on collaborative conversations is a practice that will allow students to have greater ownership in the classroom. In terms of topics and texts, <i>Benchmark Advance</i> recognizes the Eurocentricity of some of their texts, and in their new national edition, Benchmark 2021, (instructions for access here) they have replaced some of the texts to ensure a more diverse representation of authors, characters and topics in their text selections. The only problem with these selections is that they do not have the Designated ELD component, though Benchmark indicated on a Zoom meeting on 3.19.21 that they were interested in working with OUSD on the development of D-ELD for these lessons. They have also added in Social Justice Lessons, designed to be used with the current CA program.</p>	<p>In general, a strong orientation towards equity from PL to inclusion of strong student talk guidance to community service orientation. Some strong equity and culturally responsive material, but needs to increase the number of culturally responsive texts, topics and tasks. See Link from <i>EL Education</i> summarizing what they see as strengths and where they need to go. Also included are embedded references to other languages in the lessons, e.g. translations of key terms to Arabic. There is a revision in progress and we have been informed by EL Education in this email from 3.19.21 that the revision will involve the replacement of probably just one unit per grade level, and they are interested in collaborating with OUSD, along with other Districts, on this revision. In addition, the Crew part of EL Education provides an embedded SEL component for the program.</p>	<p><i>EL Education</i>, for the extended inquiry work that invites deeper student investment and their longer-standing engagement with equity as a core principle, but both programs are doing important work in improving their programs that would cause us to make some adjustments and purchases later, and both would welcome partnerships with us during their revision.</p>
<p>Student Talk and Integrated ELD</p>	<p>Lessons include an observation checklist for collaborative conversation to support student talk, and many suggestions within lessons for students to discuss and make sense of lesson content. It has easy to follow Integrated ELD, suggested scaffolds with light, moderate and substantial supports. It also includes a Review Routines at</p>	<p><i>EL Education</i> has two main resources for unpacking student talk: the Total Participation Techniques, and the 4 Conversations Cues, which systematically roll out student talk and academic discussion over the course of the units. In addition, the suggestions for student talk exist at the lesson level, from suggesting a Think Pair</p>	<p><i>EL Education</i>, for the much stronger framing around student talk, and generally stronger guiding principles for implementation, but <i>Benchmark Advance</i> has many useful features.</p>

	the beginning of every grade level, including work on Designated ELD and Student Talk.	Share to including reminders to support student output by pressing for elaboration. The student talk element is also clearly embedded in a wider goal of creating student ownership and promoting equity, and teacher focus groups highlighted the rich student talk. Integrated ELD is supported by the lesson design’s attention to the CA ELD Standards and the “Meeting Students’ Needs”. Another strength is the program’s Read-Think-Talk-Write sequence.	
Designated ELD	Has a built out Designated ELD program which ranges from mostly good and excellent to sometimes mediocre, particularly in the early grades when it is not as anchored in text and meaningful interactions. On the other hand, revisions necessary in the cultural responsiveness area for <i>Benchmark Advance</i> also imply work on creating Designated ELD lessons for those replacement units. We have surfaced the need to improve the Designated ELD currently in the program as well and they are willing to work with us on creating a Designated ELD that builds towards a summative task per three-week unit.	Has only the beginnings of a Designated ELD component- Language Dives- which feature some of the strongest practices of Designated ELD aligned with the CA ELA/ELD Framework. Also, each lesson is anchored in the CA ELD Standards. In addition <i>EL Education</i> has now named the creation of a fully built out Designated ELD component as a top priority for their next revision. This spring, grant funds are supporting a partnership between <i>EL Education</i> personnel and the ELLMA Office for the creation of K-5 Designated ELD lessons for use this year with the <i>EL Education</i> curriculum. In the event <i>EL Education</i> is adopted, <i>EL Education</i> is committed to further grant-funded collaboration, including this summer, with a goal of beginning next year with some Designated ELD Units to pilot in OUSD.	<i>Benchmark Advance</i> for current version since it has a built out program (though would not exist for culturally responsive national units that we swapped out), but the real possibility of creating an OUSD-influenced new version that is much more aligned to the CA ELA/ELD Framework would favor <i>EL Education</i> . See notes from meeting with Benchmark on 3.19.21.

III. Findings by Activity or Data Source

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

A. Level 2 Reviews

We used these extensive Level 2 reviews to get an initial idea of program quality. Our process was to have members from each of our three subcommittees conduct multiple-hour reviews of *Benchmark Advance* and *EL Education*

materials focused on [each subcommittee's specific indicators calling our research based practices](#), and then meet in their subcommittees to calibrate on final rating per indicator and overall.

The Level 2 review numerical ratings were not intended to represent the final evaluation of a program, but rather to deepen our discussions and decision-making process in our full Committee as we considered whether to move forward with a pilot and collection of data. In the case of both *Benchmark Advance* and *EL Education*, the full K-5 ELA Steering Committee decided in favor of collection of pilot data.

You can see *Benchmark Advance* and *EL Education* compared to each other [here](#), and below:

Note: 1 = little or none, 2 = some, 3 = strong, 4 = exemplary	Content Area Indicators	Cross Cutting Look Fors	Averages	Averages by Area
EL EDUCATION				Foundational Skills ONLY
Foundational Skills and Dyslexia	2.54	2.57	2.56	2.56 <small>Note that the committee would have rated this lower had they met again after the presentation from EL Ed.</small>
Complex Text and Task	3.49	2.93	3.21	Complex Text & Task + ELLs & Cultural Responsiveness ONLY
ELLs and Culturally Responsiveness	2.89	3.04	2.97	3.09
Total Average for EL Ed			2.91	
BENCHMARK ADVANCE				Foundational Skills ONLY
Foundational Skills and Dyslexia	2.53	2.56	2.55	2.55
Complex Text and Task	2.96	3.17	3.07	Complex Text & Task + ELLs & Cultural Responsiveness ONLY
ELLs and Culturally Responsiveness	2.84	3.01	2.93	3.00
Total Average for Benchmark			2.85	

Neither program scored well in their foundational literacy materials, and based on these scores, we did not move to the piloting and data collection stages for foundation skills for either program. For the rest of the indicators, both programs scored in the “strong” category with *EL Education* scores about a tenth of a point better than *Benchmark Advance*.

B. Focus Groups

The focus groups are hour-long encounters that allow practitioners to share their experiences with a curriculum. Below we describe and summarize the trends for each focus group. The scripting and captured chat for each of these focus groups linked are very interesting, and we recommend you look at one or two of them.

Program & notes link	Date	Slide Deck w/ Prompts	Grades Represented	# of Attendees	Sites represented
EL Education Teacher Focus Group A	1.21.21	slide deck	K, 5th, 3rd, TSA	5	Horace Mann, Reach, MPA Primary, New Highland Academy, Encompass
EL Education Teacher Focus Group B	1.28.21	slide deck	K, K-1st, 1st, 3rd, 4th/5th, 5th, TSA	11	Emerson, RISE, Carl Munk, Howard, MPA Primary, Brookfield, Allendale
EL Education	2.9.21	slide deck	Principals from Bella	6	Bella Vista,

Principal Focus Group			Vista, Burkhalter, Emerson, Encompass, Grass Valley, Horace Mann		Burkhalter, Emerson, Encompass, Grass Valley, Horace Mann
Benchmark Advance Teacher Focus Group	3.11.21	slide deck	1st, 2nd, 4th, 5th	4	East Oakland Pride, Manzanita Community School
Benchmark Adelante/ Advance Teacher and Principal Forum	12.15.21	N/A	1st, 2nd, 3rd, 4th/5th, 5th, TSA, principals, ELLMA, Elementary Literacy and other Academics staff	20	DL sites plus EOP and MCS

Teacher Focus Groups for *EL Education*

Two groups of teachers (16 teachers total) varying in experience, grade and site assignment talked with each other for an hour about their experience implementing the program, answering questions in [this slide deck](#). Some of these teachers had implemented the program only this year, during distance learning, while other teachers had implemented both this year and last year. Below are the links for the focus groups:

[EL Education Teacher Focus Group A scripting](#) - 1.21.21

[EL Education Teacher Focus Group A Zoom recording](#) - 1.21.21

[EL Education Teacher Focus Group B scripting](#) - 1.28.21

[EL Education Teacher Focus Group B Zoom recording](#) - 1.28.21

Highlights of Complex Text and Task Answers

Generally the program earned strong praise for the extended inquiry units, for the way the longer units and many scaffolds built up knowledge over time and supported productive struggle with engaging texts and tasks for historically underserved students, for the “language dives” teaching complex English, for the end-of-unit and module summative tasks, and for the explicitness and thoroughness of instruction. Teachers also praised the curriculum’s high expectations, the way it positions students as sense makers, and the explicit equity focus of the curriculum.

Teachers discussed the difficulty, generally, of implementation during distance learning, including the much-appreciated “developmental focus” of the missing hands-on K-2 lab activities. Some K-2 teachers pointed to the lack of grammar teaching in the lower grades. (It is included to an extent in the writing assignments, but also in the skills block which was not implemented in K-2). Some teachers believed there were not enough scaffolds to give kids access, or that though the scaffolds were there, it took time and effort to transform them into differentiation. Others talked about a lack of scaffolds as an issue specific to the simplified Flex version designed for distance learning.

Highlights of Teacher Experience and Useability Answers

Most teachers reported that the program was overwhelming as they went through the first unit, but that as they implemented additional units, the overall structure and the way activities repeated became clear, making the program a lot easier for both teachers and students. Teachers had different preferences for the teacher guides

(the Detroit slide decks, the Learnzillion platform, the printed teacher guide, the *EL Education* Flex curriculum for distance learning), and they highlighted the importance of collaboration with fellow grade-level teachers, especially during distance learning, in order to think more deeply about the program and how to best implement the lessons. Teachers found the Professional Learning and ongoing support helpful, including the online resources provided from *EL Education* for the distance learning context.

Highlights of Student Experience Answers

Generally the program earned strong praise for its ability to engage students in inquiry study of interesting topics (e.g. Human Rights Module in 5th), and support them in sophisticated writing and rich and authentic conversation. Some teachers noted the way students were making connections across modules and to current events. One teacher mentioned the fact that her first graders had written a whole paragraph in the first module, and had received excited calls from parents about this. A fifth grade teacher said, “I feel I can set them loose to do their own work...make their own break out rooms...know that this is what they’re learning...For historically underserved students it gives them not just exposure but time to do the thinking and talking.” A few teachers felt that in the context of distance learning that student interest in the topic waned later in the modules.

Highlights of Final Comments to Help K-5 ELA Steering Committee Better Understand the Curriculum

Teachers expressed interest and excitement about implementing the program going forward, and for some for the first time in a non distance learning setting. Teachers noted that it was strong in closing the knowledge gap. They noted that a strong support system and roll out were critical, and that teacher to teacher collaboration was very important.

Principal Focus Groups for *EL Education*

A group of 5 principals from a range of sites talked with each other for an hour about their site’s experience implementing the program, answering questions in [this slide deck](#). Below are the links for the sessions:

[EL Education Principal Focus Group scripting](#)

[EL Education Principal Focus Group Zoom recording](#)

Highlights of Complex Text and Task Answers

Principals lauded the program’s focus on challenging texts and tasks and the way it increased the rigor and expectations for their teachers and students. Generally, they thought the scaffolding was helpful for both teachers and students.

Highlights of Teacher Experience and Useability Answers

Principals reported initial teacher challenges with implementation that got easier over time (similar to the teacher focus groups). They strongly expressed their belief in a “thinking” curriculum, and that productive struggles, building up the habit of meaning making, deeper thinking and decision making around a curriculum are essential aspects of teacher growth and efficacy, and thought *EL Education* implementation supported teachers in this regard. They thought *EL Education* was a great place to start as a new teacher because of the way it built in these habits, and noticed that it worked well for the new teachers on their staff. They reported that their teachers were confused by the many different options (the Flex curriculum developed for distance learning, Learnzillion, the paper manual) and one principal emphasized the utility of the Flex curriculum while another found her staff preferring Learnzillion. They emphasized the need to focus on learning together as a site in order to support teacher learning and increased efficacy with the program. They also emphasized the importance of understanding the curriculum themselves, and the utility of the professional learning they had received.

Highlights of Student Experience Answers

Principals reported increased student engagement and students excited about inquiry, with less need to use techniques to get their students engaged. They noted greatly increased engagement for their SPED students, and one principal noted the much heightened engagement amongst African American students. One principal wanted to add an emphasis going forward on the needs of on-grade level and above students as well.

Highlights of Final Comments to Help K-5 ELA Steering Committee Better Understand the Curriculum

The principals highlighted the importance of collaboration for teachers, and were very excited about the idea of virtual grade level collaboration across the district going forward: "Continue with virtual professional Development to grow a network of teachers and leaders across OUSD." Said another principal, "It's not perfect, but grade level complex texts and interesting topics that are culturally relevant are helpful."

Teacher Focus Group for Benchmark Advance

A group of teachers from two sites, varying in experience and grade assignment, talked with each other for an hour about their experience implementing the program, answering questions in [this slide deck](#). Below are the links for the sessions:

[Benchmark Advance Focus Group scripting](#) - 3.11.21

[Benchmark Advance Focus Group Zoom recording](#) - 3.11.21

Highlights of Complex Text and Task Answers

Generally, teachers appreciated the rigor of the texts and the way the program goes through the texts systematically and provides many options for scaffolding. On the other hand, in 2nd through 5th, teachers felt that the three-week units moved too fast, negatively impacting content and language development and stifling the opportunity for students to engage more fully in a topic or longer text, including novels. They also highlighted that the topics were not as engaging, and were mixed on the cultural responsiveness of the curriculum, though the Forum (see below) and effort that Benchmark was making to improve in this area was appreciated. Teachers lamented the difficulty of engaging students in talk over distance learning, and wondered what the program would feel like in person, but also noted that the prompting did not include as many open-ended questions as they would have liked.

Highlights of Teacher Experience and Useability Answers

Most teachers were impressed by the many resources, and found the overall layout routines within and over weeks predictable and helpful. They appreciated the online functionality and organization, especially in times of distance learning. Teachers praised the availability of quality, comprehensive materials in Spanish.

Highlights of Student Experience Answers

Student experience as reported by these teachers varied. When the topics were more engaging, things went well, but some units were not engaging. A teacher who had used *EL Education* in a previous position thought the *EL Education* topics were more engaging, and that with Benchmark "students are engaged out of compliance" rather than genuine interest. Again, there was a feeling that distance learning has "taken away some of the magic," in terms of student engagement.

Highlights of Final Comments to Help K-5 ELA Steering Committee Better Understand the Curriculum

Teachers lauded the availability of strong materials in Spanish, and fretted about a potential implementation that was following a calendar because they were afraid they wouldn't be able to keep up, and one teacher thought it

would be a better option for adoption if sites could pick and choose units that fit the site goals. One teacher thought *Benchmark Advance* might be better for the lower grades.

Benchmark Adelante/Advance Forum (Teachers, Principals and Central Office Leaders)

The purpose of this session was to gather input from teachers and leaders on the strengths and needed areas for improvement of the *Benchmark Adelante/Advance* program at the eight dual language sites where the program has been adopted. The session included a special focus on cultural responsiveness, and this is actually an indicator in which the program scored low during the K-5 ELA Steering Committee's Level 2 review. [See full meeting notes here.](#)

Highlights of Benchmark Adelante/Advance Forum

Teachers and leaders from the dual language sites highlighted the power of having a quality program with both English and Spanish materials, including authentic, Spanish-language texts and also the Spanish phonics materials. They appreciated the robust support for distance learning that Benchmark has provided and lauded the program's organization and teacher manuals, particularly the online innerface. They also appreciated the rigor of the texts and the way that knowledge builds through themes that are repeated across grade levels. They pointed out the usefulness of rubrics and leveled texts aligned to topics.

The bulk of the critique of the program came around cultural responsiveness, the lack of texts and tasks reflecting diversity, with some specific units, texts and tasks very problematic, e.g. a task articulating the perspective of a white slave owner.

The Benchmark representatives presented their social justice lessons, which teacher have since tried out, as an improvement in support of an equity and anti-racist lens, and the Authentic Voices library.

In addition, in a Zoom [meeting on 3.19.21](#) with Mike Ray and other Central Office staff, they revealed that there are already many replacement texts in both English and Spanish in the [Benchmark 2021 edition](#). However, these reworked units with new texts do NOT include Designated ELD as they are a national edition, not a California edition.

C. Lesson Observations

We conducted 13 lesson observations over Zoom (6 for Benchmark including 2 Adelante/Advance observation, and 7 for *EL Education*). The purpose of the lesson observations was to get a deeper understanding of how the curriculum worked and what it offered. First, teachers filled out a *Teacher Orientation Form for Pilot Lesson Observation* which invited them to reflect about the program, including a rubric. Then, a group of 2 to 5 observers watched the lesson live for 15 to 25 minutes and filled out a debrief form that included the same rubric as the *Teacher Orientation Form for Pilot Lesson Observation*. The observers included 12 members of the K-5 ELA Steering Committee (5 classroom teachers, 3 Central Office TSAs and 4 Central Office Literacy Coordinators) plus one consultant from Leading Educators for two of the observations.

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

The indicators for both the teachers and the observers are summarized in the document [Pilot Lesson Observation Indicators Summary](#). You will notice there is a divergence in the rubric ratings from the teachers versus those from the observers, with the observer ratings coming out a bit higher. Often the evidence for the lower teacher ratings were focused more on the difficulties of implementing certain features during distance learning, as reflected in this comment where a teacher gave *EL Education* a 1 for student talk inclusion in the curriculum: “My biggest area of concern is student to student interactions. It has been REALLY hard to do on zoom. Would LOVE feedback on this area!” In that case, the observer team ended up giving the curriculum itself a 3 for student talk after digging into the teacher manual, with the full online teacher manual as the primary source. Because the observers focused more on what the materials offered rather than the context of distance learning, they might be considered more reliable for the purposes of evaluating the curriculum, particularly since the observer debriefs also tried to take into account the valuable insights from teachers about the lesson included in the submission of the *Teacher Orientation Form for Pilot Lesson Observation*.

Highlights of the Benchmark Lesson Observations

[As the indicator averages show](#), Benchmark showed its greatest strength in providing opportunities for expressing ideas and learning content and language through student talk, for anchoring the lesson in complex text and providing rigor and for providing scaffolds and useful lesson routines across the week and across the unit with all of these ratings at 3 - strong or above when the observers ratings are averaged. The weakest areas were in supporting writing and in engaging and culturally supportive tasks. The Spanish materials included in *Adelante* were also rated 3 - strong by the observers.

Highlights of the EL Education Lesson Observations

[The averages show EL Education](#) overall significantly stronger than *Benchmark Advance* for all indicators, and this is true with both the observers’ rubric ratings and the teachers’ rubric ratings from their *Teacher Orientation Form for Pilot Lesson Observation*. *EL Education* performed significantly better than benchmark in the, “is the task engaging, relevant and culturally sustaining?” indicator, which the observers scored at 2.70 for *Benchmark Advance* and 3.36 for *EL Education*, with this being the indicator with the biggest difference between the two programs.

D. Student Work Samples

The Student work samples provided a window into the types of assignments that students were asked to complete in the two programs. [You can see the student work sample documentation here.](#)

The [Pilot Student Work Sample Indicators Summary](#) summarizes what the teachers thought of different aspects of the student assignments. The ratings by the teachers showed stronger support overall for *EL Education*.

IV. Links and References

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

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

- **Extended student inquiry on a topic to build knowledge and language learning in preparation for a summative task:** This element evaluates the ability of the curriculum to create sustained student inquiry around a topic over time, so that students may build both content and language knowledge, including understanding of specific genres that are called for in a summative task.
- **Rigor and engagement of texts and tasks:** This element refers to the programs adherence to grade-level standards and challenge in texts and tasks, but also to how engaging the tasks are, since if texts and tasks are

not engaging, then students will be less likely to engage in the productive struggle that allows them to master grade level content. A critical aspect of engaging tasks is cultural responsiveness (see below).

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

B. Focus Groups Links

EL Education

[EL Education Teacher Focus Group A scripting - 1.21.21](#)

[EL Education Teacher Focus Group A Zoom recording - 1.21.21](#)

[EL Education Teacher Focus Group B scripting - 1.28.21](#)

[EL Education Teacher Focus Group B Zoom recording - 1.28.21](#)

[EL Education Principal Focus Group scripting](#)

[EL Education Principal Focus Group Zoom recording](#)

Benchmark Advance

[Benchmark Advance Focus Group scripting - 3.11.21](#)

[Benchmark Advance Focus Group Zoom recording - 3.11.21](#)

[Benchmark & OUSD Forum with focus on Cultural Responsiveness notes - 12.15.20](#)

C. Summaries of Rubric Indicators

[Summary of Level 2 Reviews of All Programs Reviewed by K-5 ELA Steering Committee](#)

[Pilot Lesson Observation Indicators Summary](#)

[Pilot Student Work Sample Indicators Summary](#)

D. [Selection Process and Research on OUSD Curriculum Under Review - Synthesis](#)

E. [FAQ - K-5 ELA Steering Committee and ELA Adoption 2020-21](#)

F. [Notes from Joint Stakeholder meeting on Report of Findings Subcommittee to K-5 ELA Steering Committee - 3.25.21](#)

Note: 1 = little or none, 2 = some, 3 = strong, 4 = exemplary	Content Area Indicators	Cross Cutting Look Fors	Averages	Averages by Area				
EL EDUCATION				Foundational Skills ONLY				
Foundational Skills and Dyslexia	2.54	2.57	2.56	2.56	<i>Note that the committee would have rated this lower had they met again after the presentation from EL Ed.</i>			
Complex Text and Task	3.49	2.93	3.21		Complex Text & Task + ELLs & Cultural Responsiveness ONLY			
ELLs and Culturally Responsiveness	2.89	3.04	2.97	3.09				
Total Average for EL Ed			2.91					
BENCHMARK ADVANCE				Foundational Skills ONLY				
Foundational Skills and Dyslexia	2.53	2.56	2.55	2.55				
Complex Text and Task	2.96	3.17	3.07		Complex Text & Task + ELLs & Cultural Responsiveness ONLY			
ELLs and Culturally Responsiveness	2.84	3.01	2.93	3.00				
Total Average for Benchmark			2.85					
WONDERS				Foundational Skills ONLY				
Foundational Skills and Dyslexia	2.76	2.95	2.85	2.85				
Complex Text and Task	2.58	2.54	2.56		Complex Text & Task + ELLs & Cultural Responsiveness ONLY			
ELLs and Culturally Responsiveness	2.21	2.53	2.37	2.46				
Total Average for Wonders			2.59					
AMPLIFY CKLA				Foundational Skills ONLY				
Foundational Skills and Dyslexia	2.78	2.94	2.86	2.86				
Complex Text and Task	2.18	2.45	2.32		Complex Text & Task + ELLs & Cultural Responsiveness ONLY			
ELLs and Culturally Responsiveness	1.97	2.35	2.16	2.238				
Total Average for CKLA			2.45					
Bookworms				Foundational Skills ONLY				
Foundational Skills and Dyslexia	2.32	2.33	2.33	2.33				
Complex Text and Task	2.31	2.05	2.18		Complex Text & Task + ELLs & Cultural Responsiveness ONLY			
ELLs and Culturally Responsiveness	2.24	2.37	2.31	2.243				
Total Average for Bookworms			2.27					
F&P CLASSROOM				Foundational Skills ONLY				
Foundational Skills and Dyslexia	2.06	2.18	2.12	2.12				
Complex Text and Task	2.36	2.30	2.33		Complex Text & Task + ELLs & Cultural Responsiveness ONLY			
ELLs and Culturally Responsiveness	2.07	2.42	2.24	2.12				
Total Average for F&P Classroom			2.23					
SIPPS Suite				Foundational Skills ONLY				
Foundational Skills and Dyslexia	2.89	2.68	2.79	2.79				
Total Average for F&P Classroom			2.79					

Selection Process and Research on OUSD Curriculum Under Review - Synthesis¹

I. SETTING THE CONTEXT: BACKGROUND ON K-5 CURRICULUM ADOPTION PROCESS

This document outlines the rationale and research supporting review of programs for possible adoption by the OUSD Board of Education. In March of the 2019-2020 school year, OUSD embarked on a process of selecting a new K-5 ELA curriculum, with a goal of bringing recommendations to the OUSD Board of Education by Spring of 2021. The K-5 ELA Steering Committee, composed mostly of OUSD teachers, is the body primarily responsible for reviewing and recommending adoption of materials to the Board. To see more detail about the rationale and timeline of the adoption process, see the document [FAQ - K-5 ELA Steering Committee and ELA Adoption 2020-21](#).

II. CURRICULA UNDER REVIEW

Important Notes on Research: A [DESE-commissioned policy brief](#) found in 2018 that “research has yet to catch up to recent developments in curriculum materials.” This is a promising and important area for further study. It should be noted that the available data or research linked in the tables below is publicly available through the publisher or author websites. Where possible, the organization or researcher conducting the study is named along with the districts studied. In some cases the specific districts involved in the case study or research were not named; if a district was named, a link is provided to offer additional information on size and demographics of the district.

Current “Waiver” Pilots²	
Purpose for reviewing the curriculum in use under a District-approved waiver is to determine quality, broaden exposure, and establish an opinion on the possibility for District adoption.	
<u>Benchmark Advance</u>	<u>EL Education</u>
Adelante/Advance has been used as the Spanish-language curriculum in Dual Language schools since sites and leadership conducted a review of Spanish/English curriculum several years ago. In addition, classroom-level pilots of Advance have been implemented in English-language ELA classrooms	Current pilot in 19 elementary schools - 7 schools in first cohort, 12 additional schools in second cohort; EL Education was adopted by OUSD middle schools in 2016. This piloting does not include the use of the EL Education K-2 foundational literacy skills block (sites used SIPPS primarily for this portion).
<u>EdReports</u>	<u>EdReports</u> (Learnzillion and OpenUp Resources)
<ul style="list-style-type: none"> ● K-2: YELLOW - Meets expectations for Text Quality; Partially meets expectations for Building Knowledge; Not rated for Usability ● 3-5: YELLOW - Meets expectations for Text Quality; Partially meets expectations for Building Knowledge; Not rated for Usability 	<ul style="list-style-type: none"> ● K-2: GREEN - Meets expectations for Text Quality, Building Knowledge, Usability ● 3-5: GREEN - Meets expectations for Text Quality, Building Knowledge, Usability

¹ Document updated on 12.18.20

² Please note that at their meeting on 12.14.20, the K-5 ELA Steering Committee decided to collect data from ongoing pilots for each of the two “waiver pilot” programs. See summary rating of all programs here.

Research from Benchmark Advance website

- **Highlight:** A report from the [Learning Policy Institute](#) identifies the California districts that are “positive outliers” because their students are beating the odds. Of the 435 California Districts, 156 districts (36%) were identified in which students achieved at much higher than expected levels. Of those 156 districts, 59 districts (38%) are using Benchmark Advance and/or Adelante as the ELA/SLA core curriculum.

Results + Reviews from EL Education website

- **Highlight:** [An 18-district study](#) by Mathematica Policy Research focused on grades 4th through 8th found that teachers using EL Education’s K–5 Language Arts curriculum engaged students in more higher-order thinking after receiving aligned professional development—and that novice teachers using the curriculum were three times more likely to focus on asking students higher-order thinking questions. Mathematica found a positive and statistically significant two-year impact for 4th and 5th graders, corresponding to roughly 1.4 months of additional growth in student achievement compared to a control group.
- **Highlight:** [WestED](#), a leading national research firm, examined the impact on student literacy achievement of the EL Education K-2 ELA curriculum combined with professional learning during one academic year. Students in schools in a large Tennessee district using the curriculum whose teachers received professional development were compared to a national comparison group. The Tennessee students scored significantly higher, testing at the 52nd percentile compared to the 39th percentile for the comparison group, equivalent to a medium-to-large effect size of .44. 86% of students in the control group were African American and 64% were socio-economically disadvantaged.

Additional Notes

- [2015 ELA/ELD California Adoption](#) - APPROVED ELD (Program 2)
- Adopted in [San Mateo-Foster City](#) and [Los Angeles Unified](#)

Additional Notes

- Used in [Detroit Public Community Schools](#), [Shelby County Schools](#) (Memphis, TN), [Wake County Public School System](#) (metro Raleigh, North Carolina); Charlotte-Mecklenburg
- [Louisiana Believes](#)
 - **OVERALL: Tier 1 - Meets all non-negotiable criteria and scored the best possible on all indicators of superior quality.**
 - All indicators on IMET were identified as STRONG: Quality of Text, Reading and Volume of Texts, Foundational Skills, Coherence of Tasks, Text Dependent Questions, Writing to Sources, Speaking, Listening, and Language, Assessment, Scaffolding and Support

	<ul style="list-style-type: none"> ● MA Curate - EL Education 2017 K-2 - Materials Review <ul style="list-style-type: none"> ○ Overall - Meets Expectations ○ Meets Expectations: Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Usability for Teachers, Classroom Application ○ Partially Meets Expectations: Accessibility for Students ● MA Curate - EL Education 2017 3-5 <ul style="list-style-type: none"> ○ Overall - Partially Meets Expectations ○ Partially Meets Expectations: Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Accessibility for Students, Usability for Teachers, Classroom Application
--	---

Additional Curricula Selected for Level 2 Review³	
Selection considerations included: (1) Programs adopted by the CA State Board of Education with ELD component, (2) Programs adopted by neighboring districts and districts with similar demographics, (3) EdReports.org reviews, (4) Additional recommendations from committee and community members	
F&P Classroom	Wonders
<p>Summary of Rationale from Steering Committee: F&P is a familiar publisher in OUSD and there are similar structures/ connections to Units of Study. Schools use the benchmark assessment and some use LLI as an intervention. There is particular interest from the Steering Committee around the foundational skills component and its use in neighboring districts.</p> <p>Reviewing this program is an opportunity to interrogate current materials and practices. It also creates the opportunity for practitioners to compare approaches to foundational skills instruction, particularly because OUSD does not currently have a systemic approach to foundational skills instruction across all schools.</p>	<p>Summary of Rationale from Steering Committee: Wonders has conflicting reviews from widely available and trusted sources but the most updated (linked below) for the 2020 version shows improvement over the 2017 version. This program has an ELD component and is approved by the CA Board of Education. Steering Committee comments also indicate an interest in the features for Writing instruction and SEL.</p> <p>Reviewing this program is an opportunity to review a comprehensive ELA program with ELA instruction aligned to complex text and systematic K-2 foundational skills that also features an ELD component.</p>

³ Please note that during their meeting on 12.14.20, the K-5 ELA Steering Committee decided not to move ahead with piloting of these three programs. See summary rating of all programs here.

<p>EdReports</p> <ul style="list-style-type: none"> ● K-2: YELLOW - Partially meets expectations for Standards and Research Based Practices and Implementation, Support Materials, & Assessment ● Note: This is a rating for Foundational Skills only, the full F&P Classroom curriculum does not have a review 	<p>EdReports</p> <ul style="list-style-type: none"> ● K-2: GREEN - Meets expectations for Text Quality, Building Knowledge, Usability ● 3-5: GREEN - Meets expectations for Text Quality, Building Knowledge, Usability
<p>Efficacy Studies from F&P Classroom website</p> <ul style="list-style-type: none"> ● Highlight: In a small district in Midway, TX, Pilot Elementary Schools had a larger percentage increase between 2017–18 and 2018–19 (after the pilot year) in 3rd grade students meeting grade level performance than the state and nearly all other elementary schools in the district. This was after the pilot schools had larger percentage declines between 2016–17 and 2017–18 (pre-pilot) than the state, and for one pilot school, more than three of the four other elementary schools. 	<p>Research Brochure from Wonders website</p> <ul style="list-style-type: none"> ● Highlight: Analysis of Smarter Balanced test results from every California district that implemented Wonders before 2015 shows a pattern of increasing performance for students in districts in year one and two of standard implementations of Wonders across the state. Analyses of student cohorts reveal an average increase of 8.6 percentage points in the proportion of students meeting and exceeding grade standards in English language arts/literacy in these districts/schools. Cohort increases range from five percentage points (Antioch Unified 2015 fourth grade to 2016 fifth grade) to 18 percentage points (Bellevue Union 2015 fourth grade to 2016 fifth grade).
<p>Steering Committee Reflections</p> <ul style="list-style-type: none"> ● Selected by 15/28 responses ● Themes from comments <ul style="list-style-type: none"> ○ Use in surrounding districts ○ Familiarity and coherence with current structures ○ Interest in resources provided 	<p>Steering Committee Reflections</p> <ul style="list-style-type: none"> ● Selected for review by 14/28 responses ● Themes from comments <ul style="list-style-type: none"> ○ Strong Ratings + CA Approved ELD ○ Spanish/Dual Language component ○ Interest in Particular Features - Writing, SEL
<p>Additional Notes</p> <ul style="list-style-type: none"> ● Adopted in San Francisco, San Lorenzo 	<p>Additional Notes</p> <ul style="list-style-type: none"> ● 2015 ELA/ELD California Adoption - APPROVED ELD (Program 2) ● Adopted in Long Beach Unified, Mt. Diablo, and San Leandro ● MA Curate Review: Wonders 2017 K-2 <ul style="list-style-type: none"> ○ Overall - Does Not Meet Expectations ○ Partially Meets Expectations: Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment

	<ul style="list-style-type: none"> ○ Does Not Meet Expectations: Accessibility for Students, Usability for Teachers ● MA Curate Review: Wonders 2020 3-5 - (rubric) <ul style="list-style-type: none"> ○ Overall - Meets Expectations ○ Meets expectations: Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Accessibility for Students, Usability for Teachers ● Louisiana Believes (uses IMET rubric) <ul style="list-style-type: none"> ○ OVERALL: Tier 3 - Not representing quality (receives a NO on any of the non-negotiable criteria - Quality of Texts, Complexity of Texts, Text Dependent Questions, Foundational Skills) ○ Does not meet criteria for the following “non-negotiable” indicators: Quality of Texts (building knowledge), Text Dependent Questions (using text evidence) ○ Meets criteria in the following “non-negotiable” indicators: Complexity of Texts ○ Foundational Skills met criteria for K but did not meet criteria for grades 1-3
--	--

Bookworms	Core Knowledge Language Arts (CKLA)
<p>EdReports</p> <ul style="list-style-type: none"> ● K-2: YELLOW - Meets expectations for Text Quality; Partially meets expectations for Building Knowledge; Not rated for Usability ● 3-5: YELLOW - Meets expectations for Text Quality; Partially meets expectations for Building Knowledge; Not rated for Usability 	<ul style="list-style-type: none"> ● Summary of Rationale from Steering Committee: CKLA is a widely used curriculum nationally that is recognized as meeting expectations by the review sources below - EdReports, Louisiana Believes, and MA Curates. The Steering Committee also noted its Foundational Skills component as aligned to the “Science of Reading.” Like Wonders, it provides a comprehensive ELA program. ● ● Reviewing this is an opportunity to review a comprehensive ELA program that includes systematic K-2 foundational skills, provides a variety of resources, and centers around building knowledge for students.

[Bookworms Impact from UDel author's website](#)

- **Highlight:** Compared to 20 other Georgia districts with the same assessments, the [Jefferson County](#) students grew the most in every grade level one year after using Bookworms. In the second year, they maintained these high levels of growth. ([Article](#))
- **Highlight:** In a case study from the Center for Research in Education and Social Policy at the University of Delaware in [Seaford, DE](#), a district where students once underperformed the state average, it was found that students were now outperforming the state average three years later across subgroups including English Language Learners and special education. In the year before implementation, 36% of grade three students were proficient, 42% of grade four, and 44% of grade five. After Bookworms was implemented, 52% of third graders were proficient, 49% of fourth graders, and 50% of fifth graders. ([PDF](#))

[EdReports](#)

- K-2: **GREEN** - Meets expectations for **Text Quality, Building Knowledge, Usability**
- 3-5: **GREEN** - Meets expectations for **Text Quality, Building Knowledge, Usability**

Additional Notes

- Used in [Jefferson County, GA](#); [Seaford, DE](#); [Cecil County Public Schools \(MD\)](#); [Staunton, VA](#)
- [Louisiana Believes - Grade 2 ONLY](#)
 - **OVERALL: Tier 1 - Meets all non-negotiable criteria and scored the best possible on all indicators of superior quality.**
 - All indicators on IMET were identified as STRONG: Quality of Text, Reading and Volume of Texts, Foundational Skills, Coherence of Tasks, Text Dependent Questions, Writing to Sources, Speaking, Listening, and Language, Assessment, Scaffolding and Support
- [Washington State Open Education Resource Review](#)
 - [PDF review of CKLA and Bookworms](#)
 - Reviewed on IMET rubric for High Quality Texts, Evidence-Based Discussion and Writing, Building Knowledge, Foundational Skills
 - When averaged, Bookworms materials rated in the “Agree” range for High Quality Texts and “Slightly Beneath Agree” for

[Studies from CKLA website](#)

- **Highlight:** [Results from the three-year pilot](#) of CKLA in kindergarten through second grade in 10 New York City public schools show that students in the schools using CKLA outperformed their peers in 10 comparison schools on measures of reading, science, and social studies.
- **Highlight:** Results from a [2018 Arizona study of 31 schools](#) show that Amplify CKLA was associated with positive outcomes for students overall (+0.26 effect size), as well as positive outcomes for economically disadvantaged students (+0.28 effect size) and Latino students (+0.38 effect size), who represent the largest minority student group in Arizona.

<p>Building Knowledge and Foundational Skills noting a need for a supplemental resource</p> <ul style="list-style-type: none"> ○ Reviewed on EQUIP rubric for Alignment to the Rigors of the CCSS, Key Shifts in the CCSS, Instructional Supports, Assessment <ul style="list-style-type: none"> ■ When averaged, Bookworms materials rated in the Many to All range for Alignment to Rigor and Key Shifts and Some to Many range for Instructional Supports and Assessment. 	
<p>Steering Committee Reflections</p> <ul style="list-style-type: none"> ● Selected by 11/28 responses ● Themes from comments <ul style="list-style-type: none"> ○ Looks different and interesting to review ○ Seems good in terms of useability and foundational skills ○ Oakland NAACP favors the program 	<p>Steering Committee Reflections</p> <ul style="list-style-type: none"> ● Selected by 11/28 responses ● Themes from comments <ul style="list-style-type: none"> ○ Overall Resources + Approach ○ Foundational Skills ○ EdReports Ratings
	<p>Additional Notes</p> <ul style="list-style-type: none"> ● MA Curate - CKLA 2015 K-2 - Materials Review <ul style="list-style-type: none"> ○ Overall - Meets Expectations ○ Meets Expectations: Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Usability for Teachers ○ Partially Meets Expectations: Accessibility for Students ● MA Curate - CKLA 2015 3-5 - Materials Review <ul style="list-style-type: none"> ○ Overall - Partially Meets Expectations ○ Meets Expectations: Text Quality and Organization ○ Partially Meets Expectations: Classroom Tasks and Instruction, Standards Alignment, Accessibility for Students, Usability for Teachers ● Louisiana Believes <ul style="list-style-type: none"> ○ OVERALL: Tier 1 - Meets all non-negotiable criteria and scored the best possible on all indicators of superior quality. ○ All indicators on IMET were identified as STRONG (Quality of Text, Reading and Volume of Texts, Foundational Skills, Coherence of Tasks,

	<p>Text Dependent Questions, Writing to Sources, Speaking, Listening, and Language, Assessment, Scaffolding and Support)</p> <ul style="list-style-type: none"> ● Washington State Open Education Resource Review - PDF review of CKLA and Bookworms <ul style="list-style-type: none"> ○ Reviewed on IMET rubric for High Quality Texts, Evidence-Based Discussion and Writing, Building Knowledge, Foundational Skills <ul style="list-style-type: none"> ■ When averaged, CKLA rated in the Agree–Strongly Agree range for all categories. ○ Reviewed on EQUIP rubric for Alignment to the Rigors of the CCSS, Key Shifts in the CCSS, Instructional Supports, Assessment <ul style="list-style-type: none"> ■ When averaged, CKLA materials rated in the Many to All range for all indicators.
--	--

<p style="text-align: center;">Below is additional information on programs that were <u>not</u> selected for Level 2 review by the Steering Committee</p>	
<p>National Geographic Reach for Reading</p>	<p>Collaborative Literacy - Making Meaning, Being a Reader, Being a Writer, SIPPS</p>
<p>EdReports</p> <ul style="list-style-type: none"> ● K-2: YELLOW - Meets expectations for Text Quality; Partially meets expectations for Building Knowledge; Not rated for Usability ● 3-5: YELLOW - Meets expectations for Text Quality; Partially meets expectations for Building Knowledge; Not rated for Usability 	<p>EdReports</p> <ul style="list-style-type: none"> ● K-2: YELLOW - Meets expectations for Text Quality; Partially meets expectations Building Knowledge; Not rated for Usability ● 3-5: YELLOW - Partially meets expectations for Text Quality and Building Knowledge; Not rated for Usability
<p>A Study of the Effectiveness of National Geographic Reach (PDF)</p> <ul style="list-style-type: none"> ● Highlight: Overall, the study findings show that the use of Reach with third-grade ELLs during one school year’s time was found to significantly improve students’ language proficiency and critical thinking skills according Language and Literacy Tests, the Oral Language Assessment, and the Gates-MacGinitie Reading Test 	<p>Collaborative Classroom in the Field: Case Studies</p> <ul style="list-style-type: none"> ● Highlight: Sioux Falls School District reports that in the first few years of using Collaborative Literacy, the number of Tier 2 students has decreased, and there has been strong vocabulary acquisition and growth across the district. Studies demonstrated that between fall 2017 and fall 2019, there was a statistically significant increase in student writing scores, as well as increases in total averaged scores after two years. The

	<p>results were consistent across all groups— English Language Learners, Title 1 students, Tier 2 students, and non-white students.</p>
<p>Additional Notes</p> <ul style="list-style-type: none"> • Used in Clark County, NV • 2015 ELA/ELD California Adoption - APPROVED ELD (Program 2) • Louisiana Believes - Not reviewed • MA Curate - Not reviewed due to insufficient alignment 	<p>Additional Notes</p> <ul style="list-style-type: none"> • Used in Alameda Unified, SIPPS used in OUSD for foundational skills • Louisiana Believes - SIPPS (Foundational Skills) ONLY <ul style="list-style-type: none"> ○ OVERALL: Tier 2 - Approaching Quality ○ STRONG INDICATORS: PProgram Design, Instructional Design, Usability and Support ○ WEAK INDICATORS: Additional Materials - “Does not include regular opportunities and tools for students to receive feedback” • MA Curate - Collaborative Classroom K-2 <ul style="list-style-type: none"> ○ Overall - Partially Meets Expectations ○ Partially Meets Expectations: Accessibility for Students, Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Usability for Teachers, Classroom Application • MA Curate - Collaborative Classroom 3-5 <ul style="list-style-type: none"> ○ Overall - Partially Meets Expectations ○ Partially Meets Expectations: Accessibility for Students, Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Usability for Teachers, Classroom Application

<p>Journeys - Houghton Mifflin</p>	<p>Wit and Wisdom</p>
<p>EdReports</p> <ul style="list-style-type: none"> • K-2: RED - Partially meets expectations for Text Quality; Does not meet expectations for Building Knowledge; Not rated for Usability • 3-5: RED - Partially meets expectations for Text Quality; Does not meet expectations for Building Knowledge; Not rated for Usability 	<p>EdReports (no Foundational Skills, recommends use of Heggerty + Foundations)</p> <ul style="list-style-type: none"> • K-2: GREEN - Meets expectations for Text Quality, Building Knowledge, Usability • 3-5: GREEN - Meets expectations for Text Quality, Building Knowledge, Usability
<p>Efficacy Research from Journeys Reading Website (PDF)</p>	<p>Case studies from Great Minds website (PDF)</p>

- **Highlight:** One study conducted across 17 districts (1 city, 13 suburban, 1 town, 1 rural) in all three grades included in the study reading achievement growth for the high achieving and low achieving students was statistically significant. The effect sizes at grades 2, 3, and 4 for the low pretest scoring students were above a substantively important level and were large at all three grade levels. The effect sizes at grades 2, 3, and 4 for high pretest scoring students were above a substantively important level and were large at grades 2 and 3. The effect size at grade 4 was medium.

- **Highlight:** [James R. Lowell Elementary](#), a Philadelphia school, began implementing Wit & Wisdom in the fall of 2016. The school reports that from September to January, the number of students reading at grade level has increased 16%, almost double the school’s end-of-year goal of 9% growth on their administration of the Developmental Reading Assessment.

Additional Notes

- [2015 ELA/ELD California Adoption](#) - APPROVED ELD (Program 2)
- [Louisiana Believes](#)
 - **OVERALL: Tier 3** - Not representing quality (receives a NO on any of the non-negotiable criteria - Quality of Texts, Complexity of Texts, Text Dependent Questions, Foundational Skills)
 - Does not meet criteria for the following “non-negotiable” indicators: Quality of Texts (building knowledge), Foundational Skills, Coherence of Tasks
 - Meets criteria in the following “non-negotiable” indicators: Text Dependent Questions
- [MA Curate](#) - Not reviewed

Additional Notes

- Used in [Baltimore City Public Schools](#), ACORN Woodland (OUSD)
- [Louisiana Believes](#)
 - **OVERALL: Tier 1 - Meets all non-negotiable criteria and scored the best possible on all indicators of superior quality.**
 - All indicators on IMET were identified as STRONG: Quality of Text, Reading and Volume of Texts, Foundational Skills, Coherence of Tasks, Text Dependent Questions, Writing to Sources, Speaking, Listening, and Language, Assessment, Scaffolding and Support
- [MA Curate - Wit & Wisdom K-2](#)
 - **Overall - Meets Expectations**
 - Partially Meets Expectations: Accessibility for Students
 - Meets Expectations: Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Usability for Teachers, Classroom Application
- [MA Curate - Wit & Wisdom 3-5](#)
 - **Overall - Meets Expectations**
 - Partially Meets Expectations: Accessibility for Students
 - Meets Expectations: Text Quality and Organization, Classroom Tasks and Instruction, Standards Alignment, Usability for Teachers, Classroom Application

III. APPENDIX

Curricular Material Review Resources

- [MA Curate](#) - Curriculum material ratings by Massachusetts Teachers
- [Louisiana Believes](#) - Louisiana Department of Ed Reviews (each review is a PDF using IMET criteria)
- [EdReports](#) - an independent nonprofit designed to improve education by providing reviews of K-12 instructional materials

Steering Committee Comments from Level 1 Review (Committee members were able to select up to 4 curricula. They considered the following: (1) Programs adopted by the CA State Board of Education with ELD component, (2) Programs adopted by neighboring districts and districts with similar demographics, (3) EdReports.org reviews, (4) Additional recommendations from committee and community members).

- **CKLA (11 out of 28 members supported conducting a Level 2 review)**
 - The Core Knowledge curriculum provides an integrative approach to ELA instruction.
 - Middle Schools adoption; most robust workshop component among choices; high quality texts and tasks; strong ratings
 - In reviewing the scores for both K-2 and 3-8, the scores for text quality, building knowledge and usability are all in the meets expectations whereas some of the other curriculums for review do not have nearly the same scores. It is also honest and states that outside resources for grammar and foundation skills in 3-5. It also has every digital which can be nice for homework, sharing with google classroom, Seesaw, etc.
 - Honestly, I looked at the different domains (units) and the topics look very interesting for 3rd graders.
 - Most of these choices do not align with the Science of Reading, and I'm disappointed they are being considered. I chose CKLA because of SoR alignment, and reputation among teachers. I would have maybe chosen Wit & Wisdom, but since we are already doing EL, I opted for a different company.
 - It seems very comprehensive and research based. The scope and sequence is very much aligned with the Common Core and vertically aligned with all grade levels. The foundational skills block is comprehensive and reflective of student need based off of assessments and progress monitoring. Therefore there is specific data points to inform teacher instruction. There is a strong focus on building background knowledge, oral language and vocabulary through complex texts and text dependent questions.
 - Green in data and is a Program 2 curriculum with ELA & ELD.
 - Good rating, comprehensive, free downloads, not a script program
 - EdReports rating
 - I actually am not ready to pick the top one right now. I picked these because of higher EdReport ratings but I want to make sure they have a designated ELD component (and then how good is the D-ELD component). I am thinking these are the ones I want to look into further: CKLA, Wonders, National Geo, Wit and Wisdom.
- **Wonders (14 out of 28 members supported conducting a Level 2 review)**
 - EdReports rating is green. I've heard of some schools in the Achievement Network that has used it and had some critiques of it, but I wanted to understand it for myself.
 - Green in provided data and is a Program 2 curriculum with ELA & ELD.
 - Overall Good rating; comprehensive, CA adopted, online resources include lesson slide decks and coach tip videos
 - Really enjoyed the website. Plus the ratings.
 - high quality texts and tasks; strong ratings

- I actually am not ready to pick the top one right now. I picked these because of higher EdReport ratings but I want to make sure they have a designated ELD component (and then how good is the D-ELD component). I am thinking these are the ones I want to look into further: CKLA, Wonders, National Geo, Wit and Wisdom.
- The overall scores seem positive.
- I am interested in exploring the curriculum's potential for dual language instruction
- This curriculum seems to have great ratings on EdReport. I am curious to explore further as it also has a spanish component?
- I am familiar with their curriculum. Tends to be liked by the scholars. There are some holes that the scholars may not like
- This program looks like it has all the components we are looking for in a curriculum and I like the layout of the writing genres.
- I am curious to see how all the components are woven together and how the social emotional piece is incorporated.
- **F&P Classroom (15 out of 28 members supported conducting a Level 2 review)**
 - Teachers are familiar with F&P benchmark assessment and will focus their learning on other components of the program.
 - We use F & P to determine student reading levels at my school site.
 - We use F&P for our assessment and it might be good to have a cohesive program.
 - Since we use F&P to measure literacy, I'm curious about the curriculum.
 - Aligns with the tests we give.
 - F&P offers great resources for guided reading.
 - Upon review of the different curriculum, F&P Classroom seems to offer a combination of whole group, small group and independent learning. I wonder and would like to explore further to see if this curriculum allows a similar workshop style that Units of Study offers along with providing content based lessons.
 - As a leveled literacy program that seems similar to Units of Study, I would like to know the differences between the two. The Ed Report only gave an overview of K-2, and I would be interested to know if those grade levels would score higher on the report mainly focused on phonics, which occurs in lower grade levels. It seems that F&P still allows choice for both the student and teacher, but provides the necessary structures and resources that would likely help students coming from a Units of Study background to ease into the curriculum because of their similarities (mini-lesson, leveled reading, etc.)
 - I would like to evaluate F&P Classroom more in depth because I have heard from teachers in SFUSD that they find it effective
 - SFUSD and San Lorenzo use the same curriculum. Lots of families move around in the Bay Area having some consistency in the region could be beneficial.
 - F&P Classroom seems relatively new on the scene. I'm interested in the fact that a couple local districts are using it, including SFUSD. I didn't look into this but assume that the materials are well aligned to other F&P products -- like the reading assessment, and Leveled Literacy Intervention (LLI) -- which would be a strength.
- **Bookworms (4 out of 28 members supported conducting a Level 2 review in Spring of 2020, then vote 18 to 4 to conduct Level 2 Review on 1.13.21)**

Comments from Spring, 2020

 - A couple of the programs I have some knowledge of, Bookworms is new to me and looked interesting for review.
 - I'm interested in exploring this resource more mainly because of the findings in the Ed Report ELA K-2 Summary of Alignment & Usability. In all categories, this curriculum met expectations. In my previous district, we used this curriculum, and at the time, I was told by school site leaders and coaches that the material was NOT rigorous enough and did not meet CCSS standards. However, I was in my first two years of teaching and did not have the experience or expertise to discern whether or not these claims were valid. Many teachers at my school site seemed to deviate from the curriculum in some way, but I would be interested to learn more about school sites that implement it with more fidelity. I would also like to know how teachers view the curriculum in other districts since it did not seem very popular among teachers in WCCUSD at the time.

- It seems stronger in foundational skills, Kareem advocated for it, and I'm curious as to why from NAACP he wears. I hear it's more user friendly than EL
- **Not Selected For Review**
 - Journeys (**2 out of 28 members supported conducting a Level 2 review**)
 - I had never heard of Journeys, and if I were to judge a book by its cover I wouldn't pick this one up. I don't like the look/design of the materials (haha). However, the reviews, research and ratings are solid! The components seem to be comprehensive. The brochure/website materials touch on all the right things -- teacher autonomy, differentiation, tier 2 intervention, complex text, connections to social/emotional learning, supports for english language development... and there's a spanish version! It definitely seems worth exploring further.
 - It offers ELA practices/ experiences for our students. It has complex texts, lessons and assessments.
 -
 - National Geographic (**6 out of 28 members supported conducting a Level 2 review**)
 - I have used various National Geographic resources over the years and they were engaging for students and touched on aspects that we are looking for. I am curious to see how their reading program measures up.
 - I am interested by this approach of teaching reading and writing through content integration. I also like the close reading resources and the emphasis on complex, meaningful texts.
 - A personal fan of National Geographic.
 - I actually am not ready to pick the top one right now. I picked these because of higher EdReport ratings but I want to make sure they have a designated ELD component (and then how good is the D-ELD component). I am thinking these are the ones I want to look into further: CKLA, Wonders, National Geo, Wit and Wisdom.
 - I find the National Geographic materials I have used with my students engaging
 - Yellow in data and is a Program 2 curriculum with ELA & ELD.
 - Wit and Wisdom (**7 out of 28 members supported conducting a Level 2 review**)
 - Most of these choices do not align with the Science of Reading, and I'm disappointed they are being considered. I would have maybe chosen Wit & Wisdom, but since we are already doing EL, I opted for a different company.
 - First of all it got a perfect score on EdReports which is saying something. The texts are complex and not only teach students how to read and comprehend, but they also strongly focuses on building background knowledge. It also seems very culturally responsive and inclusive and I read that students often see themselves in the texts. The students dive deeply into the books and they grounds students writing and comprehension.
 - In reviewing the scores for both K-2 and 3-8, the scores for text quality, building knowledge and usability are all in the meets expectations whereas some of the other curriculums for review do not have nearly the same scores. I like that it says "Students are supported in growing knowledge and vocabulary as they practice and apply skills in new texts and tasks. The materials include comprehensive instruction in writing, building research skills, and supporting students' developing independent reading." It is also honest and states that for k-2 that it needs to be paired with a high quality foundational program.
 - We almost decided to use Wit & Wisdom for ELA curriculum at my school site
 - I currently use Eureka math, which is made by the same company.
 - I got high ratings and meets the expectations. Teacher reviews were very good. It's a toss up now between McGraw-Hill: Wonders
 - I am excited about the level of text complexity displayed by the curriculum. Specifically, I am intrigued by the "deep dives."
 - Making Meaning, Being a Reader, Being a Writer (**8 out of 28 members supported conducting a Level 2 review**)

- I've heard good reviews from people using this curriculum in the district
- More than anything, I'm selecting the Making Meaning/BAR/BAW because 1.) It's aligned to SIPPS, which we already use widely and could continue to implement for tier 2/3 interventions, and 2.) I've heard the most about this curriculum already -- mostly from friends and former colleagues at Education for Change schools. I currently have good friends working at ASCEND (EFC) and Alameda Unified who are using these materials. They are experienced teachers, who have each been teaching from 7-18 years. Their students/schools have seen much improved outcomes for students. These friends shared with me the following feedback, that I want to share here: -Being a Reader is very good for emergent readers; explicit reading instruction that is engaging for students -Effective for student populations that are working below grade level and have a lot of "catching up" to do from an early age (i.e. high poverty, English Language Learners, etc.). -Good for grades K-2; not so much for 3-5 -High quality, high interest guided reading texts -Teacher guides are straightforward, easy to follow & implement, easy to adapt & modify -Easy for new teachers; student teachers have been implementing with success -Making Meaning -- not so impressive. Not rigorous. Keeps kids on the carpet for a long time. These teachers have modified it a good amount and only use components (I'm not sure exactly what this means) -Love Being a Writer in the lower grades! More structure than Calkins, which they'd found difficult to implement over the years with high ELL populations. Anchors in great read-alouds; builds a writing culture. Noticed significant growth in students' writing when started using this curriculum. -Being a Writer limitations: doesn't explicitly teach grammar, spelling, penmanship. Doesn't provide sentence stems or modeling. Not super high rigor... but engaging, student-friendly and kids look forward to it! -ASCEND uses BAR, BAW & Making Meaning for K-2, then moves to EL for 3-5. The jump in rigor is BIG and tough. ...Given this feedback, maybe BAR & BAW could be paired with something like Wit & Wisdom (in place of Making Meaning).
- It has vocabulary word cards that go with the reading lesson, has students' reading and writing materials.
- Interested in delving deeper into the components of this curriculum and whether it provides an integrated subject content model.
- (Note my 3rd choice tied with "Wonders" however, I found it very similar to Open Court and worry teachers may not buy in because of that, but I would be interested in reviewing it). I've taught all of these 3 curriculum and coached teachers with Making Meaning. I find the read alouds complex and engaging and the questions are text dependent. Being a writer builds both general writing skills based off mentor texts and teaches grammar and semantics.
- I generally like the materials on collaborative classroom and I know a teacher who uses Being a Reader. My concern is that it might be too scripted.
- I like the combination of independent reading, conferring, and the integrated vocabulary component.
- Our lower grade teachers use Making Meaning, but I haven't had an opportunity to explore the curriculum as a Sped teacher yet.

Steering Committee Launch Sessions

- [Session 1](#): Setting the purpose for the curriculum review process and steering committee; sharing information on neighboring and California district adopted materials

Program 2 Basic ELA/ELD

Publisher	Program Title	Grade Level(s)
Amplify Education, Inc.	<i>Amplify ELA: California Edition and Amplify ELD: California Edition</i>	6–8
Benchmark Education Company	<i>Benchmark Advance</i>	K–6
Houghton Mifflin Harcourt	<i>Houghton Mifflin Harcourt California Journeys ©2017</i>	K–5
Houghton Mifflin Harcourt	<i>Houghton Mifflin Harcourt California Journeys-Collections ©2017</i>	K–6
Houghton Mifflin Harcourt	<i>Houghton Mifflin Harcourt California Collections ©2017</i>	6–8
McGraw-Hill School Education	<i>Reading Wonders</i>	K–6
McGraw-Hill School Education	<i>StudySync</i>	6–8
National Geographic Learning/Cengage Learning	<i>Reach for Reading</i>	K–6
The College Board – SpringBoard	<i>SpringBoard, English Language Arts & English Language Development</i>	7–8

Alameda Unified	Making Meaning , Being a Reader , Being a Writer
Berkeley Unified	Units of Study
Long Beach Unified	McGraw-Hill Wonders
Mt. Diablo	McGraw-Hill Wonders
San Francisco Unified	F&P Phonics district-wide; F&P Classroom for select schools; Units of Study for rest
San Leandro	McGraw-Hill Wonders (Maravillas for Spanish)
San Lorenzo	F&P Classroom
San Mateo-Foster City	Benchmark Adelante/Advance
West Contra Costa	Units of Study Reading , Writing , & Phonics ; Canciones y Cuentos for Spanish Phonics

- [Session 2:](#) Establishing subcommittees, reviewing data, and narrowing curriculum to be reviewed in addition to existing pilots (Benchmark Advance + EL Education)

Besides Benchmark & EL Ed, what ELSE should we review?

Curriculum	Used In...	CA Adopted	EdReport Rating	Additional Materials
F&P Classroom	SFUSD and San Lorenzo	NO	Link (only partially rated)	Resource library, samplers
Making Meaning, Being a Reader, Being a Writer	Alameda Unified, some schools in OUSD	NO	Link	
McGraw-Hill Wonders, (Maravillas for Spanish)	Long Beach, Mt. Diablo, San Leandro	YES	Link	Demo: my.mheducation.com Username: oaklandusdwonders Password: Oakland2020
Wit & Wisdom	ACORN Woodland (OUSD) & Baltimore	NO	Link (does NOT include foundational skills, would be a separate purchase)	
Bookworms	Unknown	NO	Link	Case Study Report , shared by Kareem Weaver (Oakland NAACP)
Core Knowledge Language Arts	Unknown, Chicago?	NO	Link	
Houghton Mifflin Journeys	Unknown	YES	Link	Brochures, 1-Pager
Nat Geo Reach for Reading	Unknown	YES	Link	

(Benchmark & EL Ed Info, in case you were wondering!)

Curriculum	Used In...	CA Adopted	EdReport Rating	Additional Materials
Benchmark Advance and Adelante	San Mateo- Foster City, Los Angeles, Fremont	YES	Link	
EL Education	Detroit, Mount Pleasant District in San Jose, Chicago (w/ local adaptations)	NO	Link	Sample Units & Lessons

- [Session 3:](#) Forming subcommittees, establish a shared understanding of the review rubric, share selected curricula for review
 - Results summarized on slides 33-36

Foundational Literacy and Dyslexia	Site	Assignment	email	ELLs and Cultural Responsiveness	Site	Assignment	email	Complex Text and Task	Site	Assignment	email
Member 1	MLK	TSA	patti.cho@ousd.org	Luz Salazar-Jed	MLA		4 luz.salazar-jed@ousd.org	Michaela Kline	TCN	Grade 3	michaela.kline@ousd.org
Member 2	Korematsu	Grade 1	andrea.ruiz@ousd.org	Natalie Williford	TCN		3 natalie.williford@ousd.org	Peter Wilson	Sankofa United	Grade 5	peter.wilson@ousd.org
Member 3	Laurel	Grade 1, ELA Lead	patience.nwadugbo@ousd.org	Helen Choi	Franklin	K-ELA Lead	helen.choi@ousd.org	Liz Noone	RISE	Grades 4 & 5	elizabeth.noone@ousd.org
Member 4	Carl Munk	Principal	denise.burroughs@ousd.org	Chaz Garcia	District Wide	OEA/coach	chastity.garcia@ousd.org	Hugo Lawton	Greenleaf	Grade 4	hugo.lawton@ousd.org
Member 5	Garfield	Grade 1	michele.witherspoon@ousd.org	D'ouita Woods	Prescott	TK- 5 Inclusion or other SPED teacher	d'ouita.woods@ousd.org	Tram Nguyen	Encompass	Principal	tram.nguyen@ousd.org
Member 6	Montclair	K-5 Inclusion /SPED	ellen.harms@ousd.org	Mason Reilly	EOP		4 mason.reilly@ousd.org	Teresa Snyder,	Thornhill	Grades 2 & 3	teresa.snyder@ousd.org
Member 7	Markham	TK-5 Speech & Lang Path.	linda.selph@ousd.org	Daniela Ibarra Lopez	Global Family		3 daniela.ibarralopez@ousd.org	Jamila Brooks	Montclair	Grade 1, ELA Lead	jamila.brooks@ousd.org
Member 8	EnCompass	K-2nd Inclusion	maryann.vastag@ousd.org					Heidi Bratton	Burkhalter	SPED 3-5	heidi.bratton@ousd.org
Member 9	Global Family	K	dolores.beleche@ousd.org	LEAD: Rita Pope	ELLMA	ELL Specialist	rita.pope@ousd.org				
LEAD: Kelly Haider	Piedmont	Grade 2, ELA Lead	kelly.haider@ousd.org	LEAD: Mike Ray	Academics and Instructional Innovation	Academics and Instructional Innovation	michael.ray@ousd.org	LEAD: Sara Norris	Academics and Instructional Innovation	N2 Literacy Coordinator	sara.norris@ousd.org
LEAD: Romy Trigg Smith	Academics and Instructional Innovation	Early Literacy Coordinator	romy.trigg-smith@ousd.org					LEAD: Jamilah Sanchez	Academics and Instructional Innovation	N4 Literacy Coordinator	jamilah.sanchez@ousd.org

K-5 ELA Adoption Parent Study Group Membership

Email Address

ajpursell@gmail.com

cassie.perham@gmail.com

ReginaldCMosley@gmail.com

caitymclees@gmail.com

figure_skater@mac.com

lala.ali86@gmail.com

darmstadt.holm@gmail.com

hakeem@oaklandreach.org

1. Your Name / Su nombre

Alan J Pursell

Cassie Perham

Reginald Mosley

Caitlin Khurshid

Cynthia Zuniga

Lateefa Ali

Jen Darmstadt-Holm

Hakeem Bey

Memorandum

Title: **K-5 English Language Arts Curriculum Adoption Process Update**
Issuers: Wesley Jacques, Executive Director, Academics
Sondra Aguilera, Chief Academic Officer
Routing: OUSD Board President London, Board Vice President Gonzalez and New Board Directors
Date: December 21, 2020

Purpose: Provide background and updates on the Elementary ELA Curriculum Selection process

Background:

OUSD Commitment to Ensuring Literacy for all Students

We believe all students can achieve at high levels when instruction meets their needs. It is our collective responsibility to close persistent opportunity gaps and ensure all students read and write proficiently by:

- Providing equitable access to high-quality, standards-based curriculum;
([OUSD Instructional Focus](#); [Curriculum Matters](#); [K-12 State of Curriculum](#))
- Supporting teachers in curriculum planning and implementation through systematic, professional learning; and
([Elementary ELA Roadmap](#))
- Ensuring structures exist at school sites to support teacher growth and development.

The Need for New Elementary ELA Curriculum

Insufficient instructional materials and a lack of teacher professional learning have contributed to the unacceptable gaps in reading proficiency between white students/students from higher income families and African American, Latino/a, English Language Learners, and socio-economically disadvantaged students. In 2018-19, OUSD committed to transition from the Lucy Calkins' *Units of Study* and the current suite of elementary language arts materials because they are not fully aligned to the demands of the Common Core Standards or the California ELA/ELD Framework. The main issues are:

- Insufficient materials for teaching foundational literacy skills (phonemic awareness, phonics, fluency);
- A lack of complex texts and tasks (grade-level reading, writing and discussion);
- Insufficient vocabulary and language support for English Language Learners and Academic Language Learners; and
- Insufficient materials to fully support literacy development in a dual language or a bilingual setting. ([1/29/19 Memo](#))

We are supplementing our current curriculum with Foundational Literacy Programs (e.g. *SIPPS*) and the professional development needed for effective implementation of these programs.

Current [research](#) reveals that at least half of all students require explicit, sequential instruction in foundational literacy skills to learn to read well. Some curricular programs, including our most recent adoption, do not include a phonics skills component and require a supplementary program. To provide equitable access to this type of structured literacy instruction, we have invested in additional materials and training for *Systematic Instruction in Phonics, Phonemic Awareness and Sight Words (SIPPS)*, a

program that addresses foundational literacy skills in kindergarten through second grade (and some schools use to provide reading intervention in grades 3-5). Building on the work in 2019-20, the district has supported SIPPS implementation through professional development and site-based coaching for teachers, teacher leaders and principals in distance learning this year. This fall we also launched the *i-Ready* platform which includes a universal screener and diagnostic assessment for K-2 students across OUSD as well as a self-paced, adaptive program for students to develop necessary skills (phonics, phonemic awareness, vocabulary, sight words and reading comprehension of informational and literary texts) determined by their individual diagnostic assessment (see [2020-2021 Early Literacy Annual Plan](#)).

In 2019-20, we launched pilots to study two comprehensive programs used in several OUSD schools.

OUSD partnered with schools to organize two curriculum pilots for groups of schools that had already transitioned or were planning to utilize Common Core-aligned curriculum through the OUSD curriculum waiver process. This group included seven Dual Language Schools fully implementing *Benchmark Adelante/Advance* and seven schools implementing *EL Education* in grades 3-5. OUSD organized and provided professional development to teachers, coaches and principals and conducted learning walks and site-based coaching. We observed large improvements in instructional practice and student outcomes on grade 3-5 interim assessments: students at pilot schools made nearly 3x growth of non-pilot schools (see [9/23/20 presentation-slide 14](#))! Twelve more schools joined the *EL Education* pilot (one more joined *Benchmark Adelante/Advance*) and have received regular professional learning and support through this year of distance learning.

We formed a curriculum selection committee of teachers and other educators in Spring 2020.

In March 2020, teachers and principals were invited to apply for membership on the *K-5 ELA Steering Committee*, tasked with reviewing curriculum, choosing curriculum to pilot, and making final recommendations to the Superintendent during the spring of the 2020-21 school year with the goal of beginning implementation in the school year 2021-22.

- The committee consisted of **19 teachers** (15 classroom teachers, three teachers on special assignment, and an OEA Vice President) and **two principals** (see [CDE instructional piloting policy](#), [OUSD Selection and Evaluation of Instructional Materials Policy](#)).
- Facilitators of the Committee include members of the OUSD Literacy, Special Education, and English Language Learners and Multilingual Achievement Departments.
- Three subcommittees were formed to analyze ELA curriculum for essential components and criteria:
 - **Foundational Literacy and Dyslexia** focused on materials for systematic instruction of phonics, phonemic awareness and fluency standards ([rubric](#))
 - **Complex Text and Task** focused on the rigor and the role of rich text sets ([rubric](#))
 - **ELLs and Cultural Responsiveness**: focused on supports for English Language Learners as well as cultural relevance of topics, texts and tasks ([rubric](#)).
- Rubrics used to review curriculum are based on those created by the California County Superintendents Educational Services Association (CCSESA) and also include additional indicators specific to the OUSD context.

For full detail of the K-5 ELA Steering Committee see the [FAQ](#).

The K-5 ELA Steering Committee reviewed research and multiple programs and selected curricula for evaluation in Spring 2020.

The programs evaluated by the committee were collected from a review of state and national curricula (in addition to recommendations from committee members) and recent adoptions by large, urban districts with similar demographics. Please see the [synthesis of the research and evaluations](#) of the five programs for which the committee conducted a Level 2 review (plus a synthesis of the two additional programs not selected).

From Spring 2020 through Fall 2020, the Committee:

- Completed a “Level 1” review to narrow our evaluation to the two existing pilots plus three additional programs selected by the committee: *Amplify Core Knowledge Language (CKLA)*; *F&P Classroom*; and *McGraw Hill Wonders* (not selected were *Bookworms*; *Houghton Mifflin Journeys*; *Making Meaning, Being a Reader, Being a Writer*; *National Geographic Reach for Reading*; *Wit and Wisdom*)
- Completed a comprehensive “Level 2” review of 5 programs: *Benchmark Advance*, *EL Education*, *Core Knowledge Language Arts (CKLA)*, *F&P Classroom*, and *McGraw Hill Wonders*.

In Fall 2020, we added more teachers to the Steering Committee and Formed a Parent Study Group.

- Formed a parent study group and held several engagements to give families and community members the opportunity to provide input ([See summary of parent activity](#)). The parent study group continues to meet monthly through the support of the Office of Equity.
- After opening the committee to new teacher applicants, the K-5 ELA Steering Committee added eight new teachers, increasing representation across more Oakland schools and communities.

On December 14 2020, the K-5 ELA Steering Committee met to decide which programs the District should pilot in January 2021.

- The Committee decided to collect and analyze current pilot data for *EL Education* (77% yes - 23% no) and *Benchmark Advance* (73% yes - 27% no). The committee will use this data to help determine if it will recommend these programs to the Superintendent for adoption.
- The Committee decided not to pilot *CKLA*, *F&P*, or *Wonders*.
- The Committee decided to conduct analysis of SIPPS and foundational literacy materials currently used in OUSD (96% yes, 4% no) to consider how they should be utilized in the future.

[See details of the votes and decisions here.](#)

Next Steps:

The K-5 ELA Steering Committee has important work to do in the months ahead.

Over the next few months, the committee will engage in the following tasks:

- Decide if we should conduct an additional Level 2 evaluation of programs that were not selected from the Level 1 review and pilot them in winter/spring 2021. This is being considered because none of the three additional programs evaluated by the committee (*CKLA*, *F&P*, or *Wonders*)

were recommended for a January 2021 pilot, and the committee wants to make sure they do a thorough search of possible curriculum.

- Reevaluate current supplemental foundational literacy materials (*SIPPS*, *Heggerty*, *Handwriting without Tears*) to determine if this group of materials might be recommended to the Superintendent as targeted support for struggling readers and English Language Learners.
- As the committee narrows its focus on fewer curriculum options, it will examine additional research on how urban Districts have implemented new adoptions and results on student achievement outcomes.
- Continue to hold engagements with parents and other community groups to inform the process and gather feedback.
- Continue to engage with key community based organizations that have been partners in our literacy work. They have provided valuable feedback and have attended key engagements.
- We aim to provide a recommendation to the Superintendent by April 2021 which will come to the Board by May 2021 ([Timeline Overview](#)).

After adopting, we will launch our multi-year professional learning plan starting in May 2021.

To support teachers in using the materials and growing their instructional practice, we will implement a [system](#) of curriculum-embedded professional development consisting of:

- Foundational Training for every teacher to get started with the newly adopted program;
- School-led monthly professional learning cycles grounded in a common training and focal practice, followed by three weeks to plan, practice, analyze evidence of student learning, and reflect;
- On-going professional learning to support coaches/teacher leaders to facilitate inquiry cycles and coach their colleagues;
- Aligned PD for principals to create the conditions for effective coaching and data-driven collaboration;
- Develop closer partnerships between parents and teachers to monitor and celebrate student progress, and provide targeted supports for students who need it; and
- Continue conversations with national funders to further enhance this plan.

Conclusion:

Moving Forward Together

We recognize the challenges of reviewing and piloting programs in a distance learning environment. The pandemic and recent school closures due to increased wildfires has deepened the need for an updated curriculum that is standard-based and can transition smoothly to the virtual setting. We are aware that this is a stressful time for teachers and families, and it can be difficult to interpret data collected in our current model of schooling. Yet we also believe it is our responsibility to ensure our students have access to standards-based curriculum, and that our teachers begin to receive the materials and training they deserve to prepare us for an improved 2021-22.

We are proud of the hard work and careful analysis of our K-5 ELA Steering Committee, and are deeply grateful to the many community members who have contributed to the process. Through a successful

piloting process and supportive multi-year implementation plan, we can move as a system, building the capacity of our educators, partnering with our families, and ensuring all students receive the research-based literacy instruction they deserve.

Please contact Wes Jacques, wesley.jacques@ousd.org, or Sondra Aguilera, sondra.aguilera@ousd.org with any questions and notify us if you would like a meeting to discuss the details. We look forward to discussing this important work with you.

[ELA K-2](#)
[ELA 3-8](#)

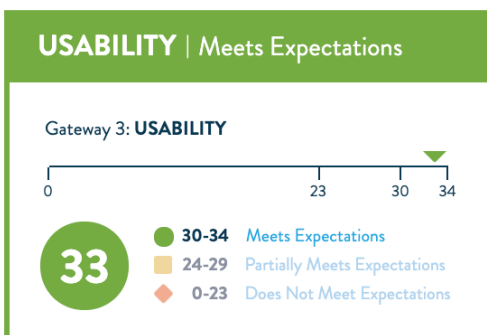
ELA K-2 Summary of Alignment & Usability

NOTE: This publisher has completed the Instructional Materials Technology Information document which provides enhanced details about this product's design and usability features. [View the technology information.](#)

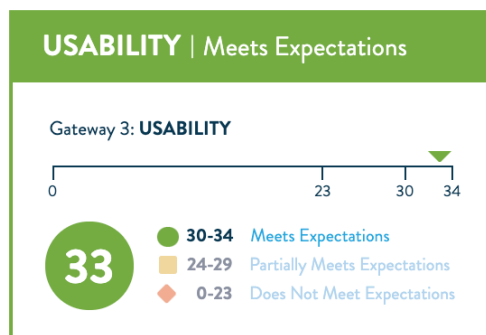
The instructional materials for *EL Education K-5 Language Arts* Grades Kindergarten, 1, and 2 meet the expectations of Gateways 1, 2, and 3. The instructional materials include texts that are worthy of students' time and attention and that support students' advancing toward independent reading. The materials provide opportunities for rich and rigorous evidence-based discussions and writing about texts to build strong literacy skills. Materials meet the criteria for materials supporting ongoing and frequent assessment to determine student development of foundational skills. The materials support building knowledge and academic vocabulary while students have opportunities to build writing, independent reading, and integrate skills with research and discussion. The materials meet the expectations of usability, being well designed and taking into account effective lesson structure and pacing. Materials can reasonably be completed within an academic year. There are ample resources as well as publisher produced standards alignment documentation.

The scores and evidence for EL Education published by Open Up Resources are the same as those for LearnZillion EL Education K-5 ELA in Gateways 1, 2, and 3 as both series draw upon the same ELA program.

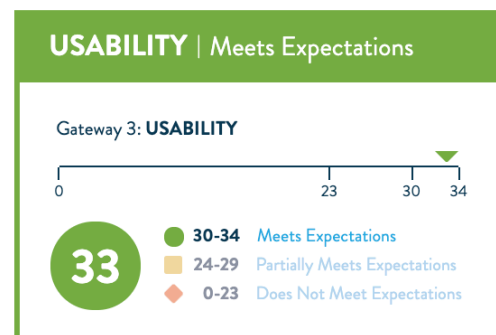
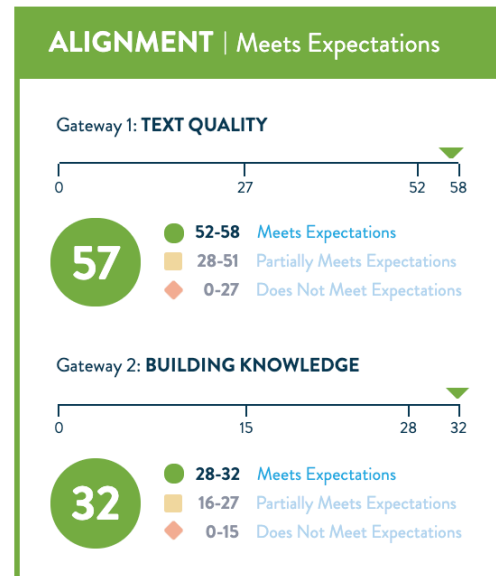
Kindergarten



First Grade



Second Grade



ELA 3-8 Summary of Alignment & Usability

NOTE: This publisher has completed the Instructional Materials Technology Information document which provides enhanced details about this product's design and usability features. [View the technology information.](#)

The instructional materials for *EL Education K-5 Language Arts* Grades 3, 4, and 5 meet the expectations of Gateways 1, 2, and 3. The instructional materials include texts that are worthy of students' time and attention and that support students' advancing toward independent reading. The materials provide opportunities for rich and rigorous evidence-based discussions and writing about texts to build strong literacy skills. Materials meet the criteria for materials supporting ongoing and frequent assessment to determine student development of foundational skills. The materials support building knowledge and academic vocabulary while students have opportunities to build writing, independent reading, and integrate skills with research and discussion. The materials meet the expectations of usability, being well designed and taking into account effective lesson structure and pacing. Materials can reasonably be completed within an academic year. There are ample resources as well as publisher produced standards alignment documentation.

The scores and evidence for EL Education published by Open Up Resources are the same as those for LearnZillion EL Education K-5 ELA in Gateways 1, 2, and 3 as both series draw upon the same ELA program.

Third Grade

Fourth Grade

Fifth Grade

ALIGNMENT | Meets Expectations

Gateway 1: TEXT QUALITY



- 37-42 Meets Expectations
- 21-36 Partially Meets Expectations
- ◆ 0-20 Does Not Meet Expectations

Gateway 2: BUILDING KNOWLEDGE



- 28-32 Meets Expectations
- 16-27 Partially Meets Expectations
- ◆ 0-15 Does Not Meet Expectations

ALIGNMENT | Meets Expectations

Gateway 1: TEXT QUALITY



- 37-42 Meets Expectations
- 21-36 Partially Meets Expectations
- ◆ 0-20 Does Not Meet Expectations

Gateway 2: BUILDING KNOWLEDGE



- 28-32 Meets Expectations
- 16-27 Partially Meets Expectations
- ◆ 0-15 Does Not Meet Expectations

ALIGNMENT | Meets Expectations

Gateway 1: TEXT QUALITY



- 37-42 Meets Expectations
- 21-36 Partially Meets Expectations
- ◆ 0-20 Does Not Meet Expectations

Gateway 2: BUILDING KNOWLEDGE



- 28-32 Meets Expectations
- 16-27 Partially Meets Expectations
- ◆ 0-15 Does Not Meet Expectations

USABILITY | Meets Expectations

Gateway 3: USABILITY



- 30-34 Meets Expectations
- 24-29 Partially Meets Expectations
- ◆ 0-23 Does Not Meet Expectations

USABILITY | Meets Expectations

Gateway 3: USABILITY



- 30-34 Meets Expectations
- 24-29 Partially Meets Expectations
- ◆ 0-23 Does Not Meet Expectations

USABILITY | Meets Expectations

Gateway 3: USABILITY



- 30-34 Meets Expectations
- 24-29 Partially Meets Expectations
- ◆ 0-23 Does Not Meet Expectations



MEMORANDUM

TITLE: District Curriculum Plans
ISSUERS: Wesley Jacques, Executive Director, Academics and Instructional Innovation
 Nancy Lai, Director, TK-12 Language and Literacy, English, History and Library Services
 Brenda Tuohy, Director, TK-12 STEM
 Nicole Knight, Executive Director, ELLMA
ROUTING: Principals, Network Superintendents, Network Partners
DATE: January 29, 2019
PURPOSE: To inform Principals of district curriculum plans and implications for site planning

OUSD Curriculum Vision and Responsibility

We believe that all students, regardless of current skill or circumstance, can develop the academic and life skills to graduate college, career and community ready. To make this vision a reality, every lesson must be purposeful and students must engage in daily tasks that require them to practice essential skills embodied in the Common Core/ Next Generation Science Standards and our vision of an OUSD graduate. To support teachers in this critical work, OUSD is committed to providing standards-aligned curriculum and training so all students receive rigorous instruction in every classroom, every day. (See Standards-Based Instruction, Instructional Focus)

Instructional Materials: Current State

At the beginning of the 2018-19 Academic Year, the following analysis was presented to the Board of Education. The areas in green are recent, standards-aligned curriculum adoptions. These are areas to celebrate. Areas in yellow have older, standards-aligned materials, as well as implementation challenges. Areas marked in red indicate that the district-provided instructional materials are not aligned to current standards. In high schools, many schools develop their own courses, aligned to Common Core, NGSS, and CTE Model Curriculum Standards.

Grades	Math	Science	Language Arts/ELD	History/ Social Studies
9-12	<p align="center">List of textbooks from which sites select -District-adopted instructional materials (e.g. textbooks) pre-date Common Core and Next Generation Science Standards. Some courses have curriculum guides to support alignment to current standards. -Enacted curriculum generally developed by teachers/central office and not a publisher</p>			
6-8	<p align="center">Illustrative Mathematics (IM) Distributed by Open Up</p>	<p align="center">CPO Science -Not NGSS aligned</p>	<p align="center">Expeditionary Learning</p>	<p align="center">Pearson History</p>
TK-5	<p>OUSD Core Curriculum with Math Expressions -Integration of OUSD guide, Expressions -Multiple schools using other programs (e.g. Eureka Math)</p>	<p align="center">Next Gen FOSS</p>	<p align="center">Units of Study (UoS) Words Their Way/SIPPS -UoS lack ELD and sufficient guidance w/ complex text -Multiple programs challenging to integrate (phonics, ELD, etc.)</p>	<p align="center">Harcourt Reflections -Not aligned to current CA Framework</p>



Three-Year Strategy

Over the next three years we will work to ensure all teachers have the materials, guidance and professional development they need to push students to standard and graduate college, career and community ready. We are drafting a new graduate profile and will be engaging teachers in backwards mapping expectations and key learning experiences to support students in developing our core competencies. We will also be piloting and phasing in new instructional materials in areas where the curriculum does not meet the standards. The strategies for the content areas of Language Arts, Mathematics, Science, and Social Studies/History are outlined below. Similar plans are being developed for other academic areas such as World Languages, Visual and Performing Arts, Computer Science, Social Emotional Learning/Advisory, Career and Technical Education, Advanced Placement classes, and more.

Elementary

Language Arts/ English Language Development	Our Immediate strategy is to support standards-based instruction through <i>Reading and Writing Units of Study</i> , while investing in sufficient <i>SIPPS</i> kits for all K-2 classes to support foundational literacy skills. At the same time, we are beginning a three-year process to ensure all elementary schools have a language arts program that includes English Language Development, and guides teachers and students in reading, discussing, and writing about complex text. We have begun piloting <i>Adelante/Advanced</i> in Dual Language Schools and also plan to pilot <i>EL Education</i> (commonly known as “Expeditionary Learning”) next year.
Mathematics	Strengthen standards-based math instruction through improved implementation of programs, use of assessments, and development of professional learning communities (PLCs). Revisit adoption in 2-3 years, in accordance with CDE curriculum implementation guidelines. Manage curriculum waivers and monitor impact of schools using various curricula.
Science	Deepen implementation <i>Next Generation FOSS</i> with a focus on the convergence of science, literacy, and language development. Continue to support sites with centrally, managed materials and Science Teacher Leaders.
Social Studies/History	Prioritize purchase of updated curriculum for grades 4-5, which were piloted and recommended by teachers in 2017-18. Explore options for K-3 and connections to language arts curriculum adoption

Middle School

Language Arts/ English Language Development	Continue implementation of Expeditionary Learning, adopted 2017, including implementation of 4 modules in 2020-21. Integrate ELD by incorporating the high impact language and literacy practices into the EL Education curriculum (using complex text for language development, fortify complex output in speaking and writing, and academic discussion). Continue to provide ELD courses using recommended materials for Newcomers (<i>National Geographic</i>) and At-Risk and Long-term ELLs (LTEL course using English 3-D or SERP Word Generation)
Mathematics	Continue implementation of Illustrative Mathematics (IM) , distributed by <i>Open Up Resources</i> , adopted 2018, through professional learning and site-level coaching and PLC support.
Science	Adopt middle school science program aligned to the the Next Generation Science Standards as soon as possible (district-wide NGSS curriculum pilot conducted in fall 2018-19). Manage organisms and materials through the SMART Center.



Social Studies/History	Continue implementation of <i>Pearson History</i> , adopted 2018.
------------------------	---

High School

Language Arts/ English Language Development	Pilot curricula (e.g. <i>EngageNY</i> and <i>Expository Reading and Writing Course</i>) with a focus on 9th grade in 2019-20. Provide ELD courses using recommended materials: Newcomers: (<i>National Geographic CENGAGE</i>) and At-Risk and Long-term ELLs (LTEL course using English 3-D)
Mathematics	Review curricula for all Board approved courses (Algebra 1, Geometry, Algebra 2, Math Analysis, AP Statistics, AP Calculus), and support implementation of piloted materials through summer PD, 2nd Wednesdays, and support of site-based-based math PLCs.
Science	Pilot NGSS-aligned curricula for core course sequence and support implementation through summer PD, 2nd Wednesdays, and support of site-based math PLCs. Manage materials through the SMART Center.
Social Studies/History	Pilot curricula for 10th-12th (World, U.S., Govt, Econ) and AP (World, U.S., Govt) and support implementation through summer PD and support of site-based history-social science PLCs.

District Budget Priorities for 2019-20

Last summer we paid the first of 3 annual installments for our new curriculum adoptions in elementary science, middle school math, and middle school history. As we continue to pay for these programs and replace consumables and materials for all current adoptions, we are seeking funding for the following priorities:

- **Adelante/Advanced for DL Schools:** We expect to expand *Adelante/Advanced* beyond the piloted grades so all students have a complete English and Spanish Language Arts program in our Dual Language Schools.
- **Expand SIPPS for all K-2 classrooms:** We hope to provide sufficient levels of *Systematic Instruction in Phonological Awareness, Phonics and Sight Words (SIPPS)*.
- **Middle School Science:** Middle school teachers have piloted curriculum this year and we hope to purchase for 2019-20.
- **Curriculum Pilots:** We hope to support curriculum pilots for interested schools in Elementary ELA and at least one HS content area as well.

Role of Technology

As learning shifts to match the demands of 21st century careers, technology has become an increasingly important part of the curriculum. Our new instructional programs feature blended components and almost all assessment are now completed online. Five years ago, the district provided sites with Chromebook carts to meet the technology specifications of SBAC and to support personalized learning, but these devices have begun to age out. As the district seeks funding for a new technology investment, it is recommended that schools budget to replace 20-25% of their chromebooks each year. If you are considering purchasing a licence for an application next year, please see the recommended list [here](#) (pg 46).

Curriculum Waiver Process (Elementary and Middle Schools)

While, it is the responsibility of OUSD to ensure that all students receive rigorous instruction in every classroom, we believe that those closest to students at a school - employees, parents, students, community partners - are in the best position to know the specific academic, social, and emotional needs of their students, and how best to address those



needs. The [Curriculum Waiver](#) process allows for sites to exercise the flexibility necessary to innovate, while at the same time ensuring that OUSD meets its core responsibility of ensuring all students are prepared for college, career, and community success. Click here for the [OUSD K-8 Curriculum Waiver Overview and Application](#).

Foundational Training: Standards Institutes

To support backwards planning from standards and effective use of OUSD instructional materials, we will be providing Standards Institutes to teachers in OUSD between June 3 and June 14. A calendar will be published in February, but teachers should consider these dates when making summer plans.

ASSISTANCE:

For more information, please contact:

- [Wesley Jacques](#), Executive Director, Academics and Instructional Innovation
- [Nancy Lai, Director](#), TK-12 Language and Literacy, English, History and Library Services
- [Brenda Tuohy](#), Director, TK-12 STEM
- [Nicole Knight](#), Executive Director, ELLMA



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students



State of Curriculum and Instructional Materials

September 23, 2020

Wesley Jacques, E.D.

Academics and Instructional Innovation

Williams: Sufficiency of Instructional Materials

- Enrollment projections, purchasing, distribution
- Williams Audit: Materials Survey & Technology Plan (due to ACOE 9/25)
- Print Materials and Digital Curriculum
- Clever and Google Single Sign On

Distance Learning Curriculum



- Grade Level Content: Priority Standards
- Curricular Guidance & PD on Teacher Central
- Core Curriculum + Adaptive Technology
- OUSD Curriculum on Family Central

Curriculum Guidance and PD on Teacher Central



Teacher Central

Home

Distance Learning

Grades TK-5

Grades 6-12

Staff Wellness

Tech

Welcome OUSD Teachers!

This website is for OUSD teachers to find information and resources, with updated support for [distance learning](#).



Updates

9/4 Elementary "Stronger Together" Plans published for 9/8 - 9/18

[Kindergarten](#); [1st Grade](#); [2nd Grade](#); [3rd Grade](#); [4th Grade](#); [5th Grade](#)

9/3 - [Updated Zoom security recommendations](#). If

2nd Wednesday PD

Wednesday, 9/9

- TK-5 EL Education (2:00)
- 6-12 Math (2:15)
- 6-8 ELA (2:15)
- 6-8 Science (2:15)
- 9-12 ELA (beginning in October)
- 6-12 History/Social Science (2:15)
- Ethnic Studies (2:15)
- Computer Science (2:15)
- English Language Development- Newcomer, 4-6, and LTEL (2:15)
- Visual and Performing Arts (2:15)
- Physical Education (2:15)
- CTE (3:00)
- High School Bio Field Test (4:00)

See below for links to calendar invites and a full listing of all daily PD

Distance Learning

Online Programs

For the 2020-21 school year, OUSD is providing and supporting the following platforms:

- [Zoom](#)
- [Google Classroom](#) and G Suite
- [SeeSaw](#) (TK-2)
- [i-Ready](#) (TK-5)
- [ST Math](#) (TK-5)
- [Newsela](#) (3-12, see [details](#))
- [Khan Academy](#) (6-12)
- [BrainPOP ELL](#) (Newcomer Students N1)
- Digital components of core curriculum (e.g. FOSSWeb, IM, etc.)



Stronger Together Plans

Foundational Reading Skills		
Weekly Plans	Weekly Outcomes: I can...	Resources / Unit Plans
9/8 - 9/11 September Week 1	English: <ul style="list-style-type: none"> Blend and read words with the sound-spelling patterns of the week Read sight words from my SIPPS lessons Practice my fluency with my SIPPS passage or story Orally blend and segment words Adelante/Advance: <ul style="list-style-type: none"> Repasar conceptos de letras impresas: mensaje, repasar las claves del contexto/ Review Print Concepts: Message, Context Clues Adelante: Sílabas abiertas con m, p, s: categorizar fonemas, combinar fonemas, segmentar fonemas, añadir fonemas Advance: Short i: Phoneme Categorization, Phoneme Blending, Phoneme Segmentation, Phoneme Addition 	1st Grade Foundational Literacy Strong Start Guidance <ul style="list-style-type: none"> Video - SIPPS Beginning Lesson 15 SIPPS Beginning Lesson Posters w/ scaffolds SIPPS Beginning Stories (Seesaw) Adelante Unidad 1 Semana 2 Advance Unit 1 Week 2
9/14 - 9/18	English: <ul style="list-style-type: none"> Blend and read words with the sound-spelling patterns of the week Read sight words from my SIPPS lessons 	1st Grade Foundational Literacy Strong Start Guidance <ul style="list-style-type: none"> SIPPS Placement test

Multiple Curricular Programs

Weekly Outcomes

Unit plans

Links to resources



OUSD Family Central



Home Learning

Get help with virtual classroom tools



Chromebooks

Get started with Chromebooks



Internet

Free internet access



Food

Free meals and groceries



Health

How to access healthcare and COVID-



Assistance

Financial, legal, and immigration help

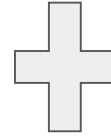
Priority Technology: Virtual Classrooms

Google Classroom



or

Seesaw



Priority Technology: Adaptive Programs

Elementary

ELA/SS



i-Ready (K-5)
ELA assessment & instruction

Math



ST Math (TK-5)

Secondary



Newsela (3-12)
Differentiated news articles
For ELA and social studies

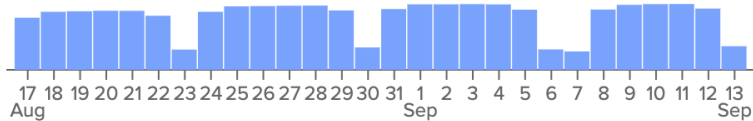










Khan Academy (TK-12)
Math, science and other
subjects

Instructional Technology Usage (9/14)

STUDENTS REPORTED

25,625

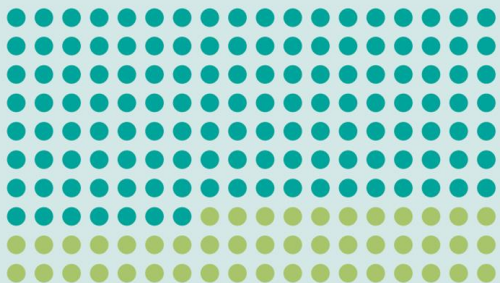


App name	% Students
 Clever	91%
 Google Docs	23,208 students 91%
 Zoom - Teachers & Staff	85%
 Google Classroom	76%
 Google Drive	64%
 Google Slides	61%
 Google Forms	47%
 ST Math	41%
 i-Ready	33%
 Seesaw	27%

Equitable Access to Standards-Based Instruction

TNTP: “[The Opportunity Myth](#)”

Of the 180 classroom hours in each core subject during the school year, students spent...



133 hours on assignments that were not grade appropriate

47 hours on assignments that were grade appropriate

Grade-Level Alignment

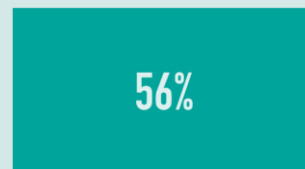
Teacher-created lessons: 20%

Using Quality Curriculum: 53%

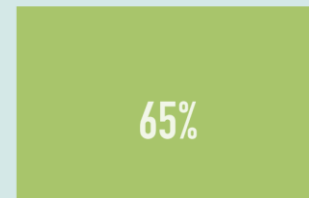
Daily Tasks Predict Performance

All students tended to succeed on grade-level work, but many students of color were denied any opportunity to even try it.

Success rates on grade-level work were similar...



Success rates on all grade-level assignments from classrooms with mostly students of color



Success rates on all grade-level assignments from classrooms with mostly white students

Coherent Instructional System



State of Curriculum (2020-21)

	Elementary	Middle School	High School
English Language Arts + English Language Dev't	Units of Study* Classroom Libraries (Pilots)	EL Education	
Mathematics	Math Expressions**	IM	IM (Alg. I, II, Geo) Freeman (Statistics)
Science	FOSS Next Generation	FOSS Next Generation	(Biology Field Tests)
Social Studies / History	(NewsELA Pilot)	Pearson MyWorld Interactive	

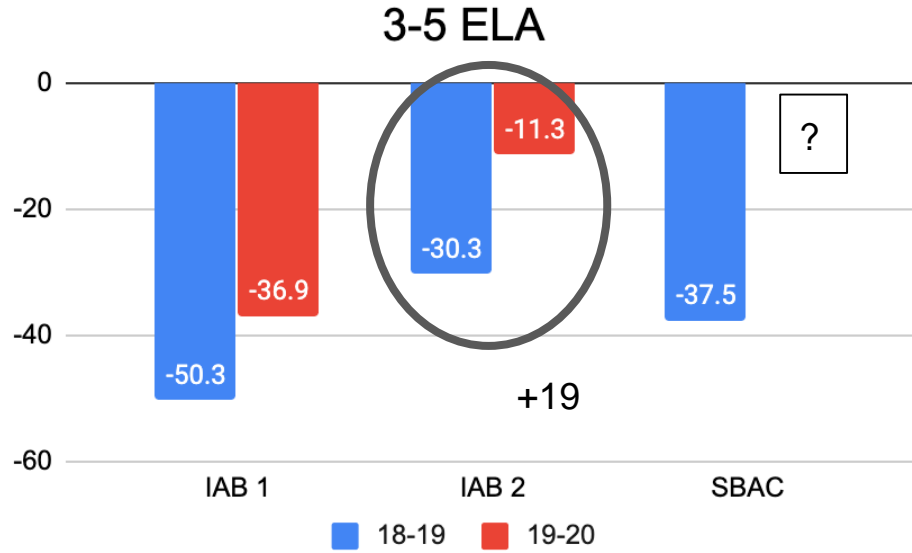
*Supplemental: Systematic Instruction in Phonics, Phonemic Awareness, and Sight Words (SIPPS); SPIRE (SPED)

**Supplemental: ST Math; Selection Process Paused

Elementary English Language Arts (+ELD)

- **Foundational Literacy: SIPPS + iReady**
- **Complex Text & ELD**
 - EL Education Pilot (19 Schools)
 - Adelante Advance Pilot (8+ Schools)
 - Development of ELA/ELD lessons - Weekly Anchor Text
- **Curriculum Steering Committee**
 - March 2020 to April 2021
 - 14 teachers, 3 TSAs, 1 OEA VP, 2 principals (+parents)
 - Evaluate Current Pilots + 3 Additional Programs





Interim Assessment Growth

Reading Informational Text IAB

Distance From Standard
0 = Grade Level

Curriculum	# of Schools	Winter 2019	Winter 2020	DFS Change
Adelante/Advance	8	-59.9	-30.7	29.2
EL Education	6	-69.9	-40.5	29.4
Core Curriculum: UoS	33	-14.6	-2.7	11.9

Elementary Social Studies:

NewsELA Custom Collections Pilot for Grades 4-5

- California History/SS Framework
- Oakland students see themselves in history and to engage in inquiry learning.
- **Sept 30:** All elementary students have access to the lessons, articles, primary sources (Social Studies + Custom Collection)
- Pilot team will collect data and assess the curriculum

Unheard Perspectives

In these two topics you will explore some of the longlasting effects of European Colonization on indigenous communities.

[See Less](#)



TEXT SET



Speaking Out Against Forced Assimilation

The North American continent was a land of great cultural and linguistic diversity when the European settlers first arrived. Yet the settlers had little regard for cultural distinctions between the Native American groups and, indeed, little regard for th...

2 Articles



TEXT SET



Growing Up Indigenous

iam
OUSD

OUSD Board of Directors

State of Instructional Materials

October 10, 2019

Sufficient Instructional Materials

- District provides instructional materials (*new programs, new classes, consumables, digital licenses*) to all schools
- Process includes Enrollment Projections, Confirmation, Purchasing and Distribution, Materials Request Form, Mock Audits
- 41 Schools in Williams Audit (instructional materials + mandatory complaint procedures)
- 3 year curriculum plans → 2021-22 High-Quality, Standards-Aligned Curriculum in Core Content

Coherent Instructional Program

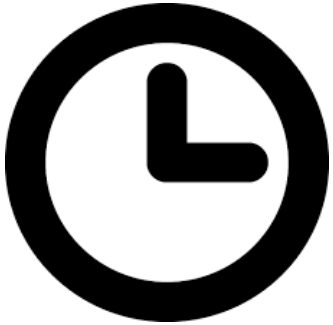
OUSD Practices to leverage power of School Teams



C. Foundational Teacher PD



D. Professional Learning/Coaching for School and PLC Leaders*



E. Teacher Collaboration Time

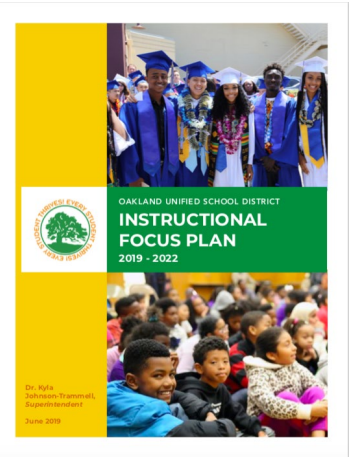


A. Quality Standards-Based Curriculum

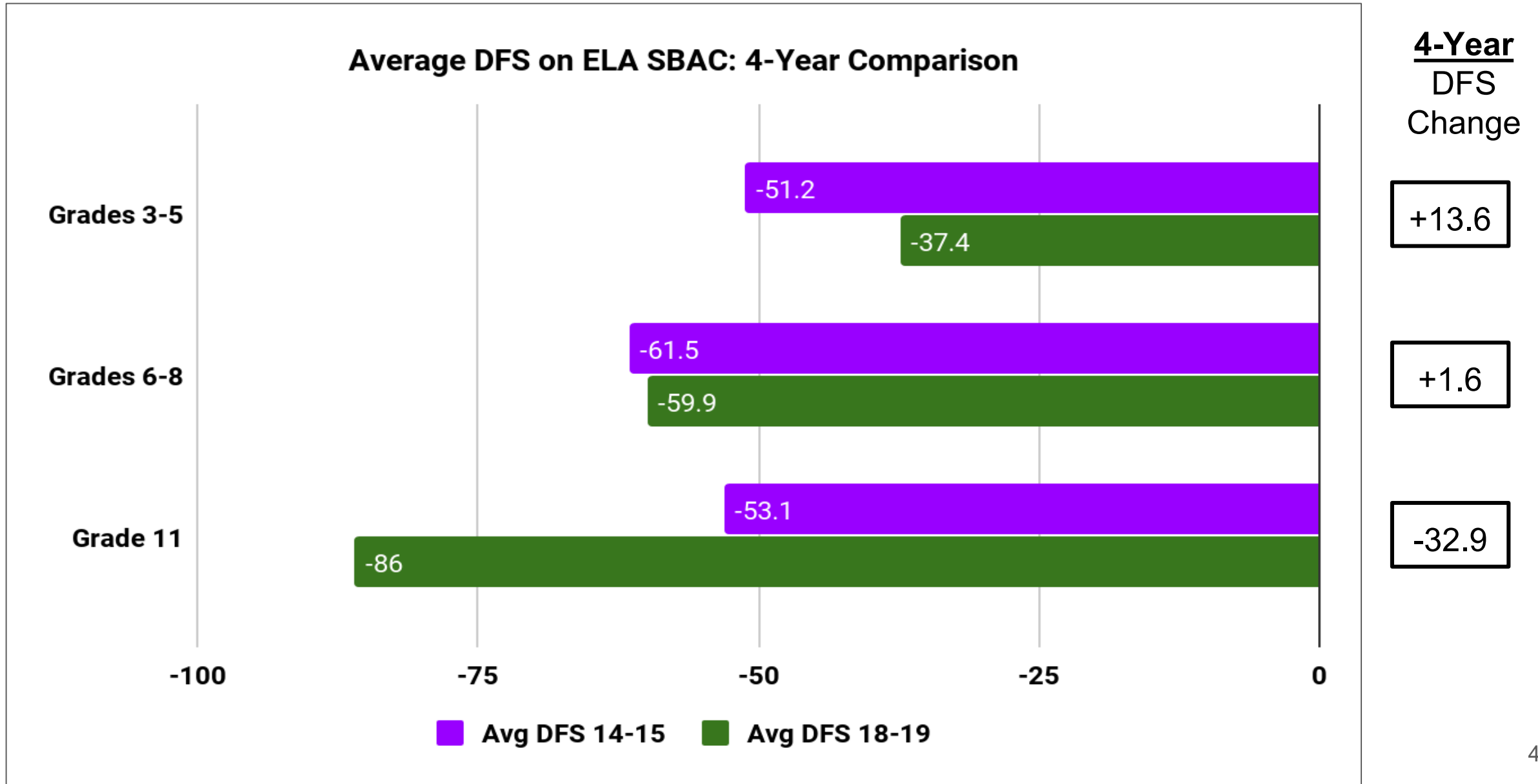


B. Standards-based Assessments and Data

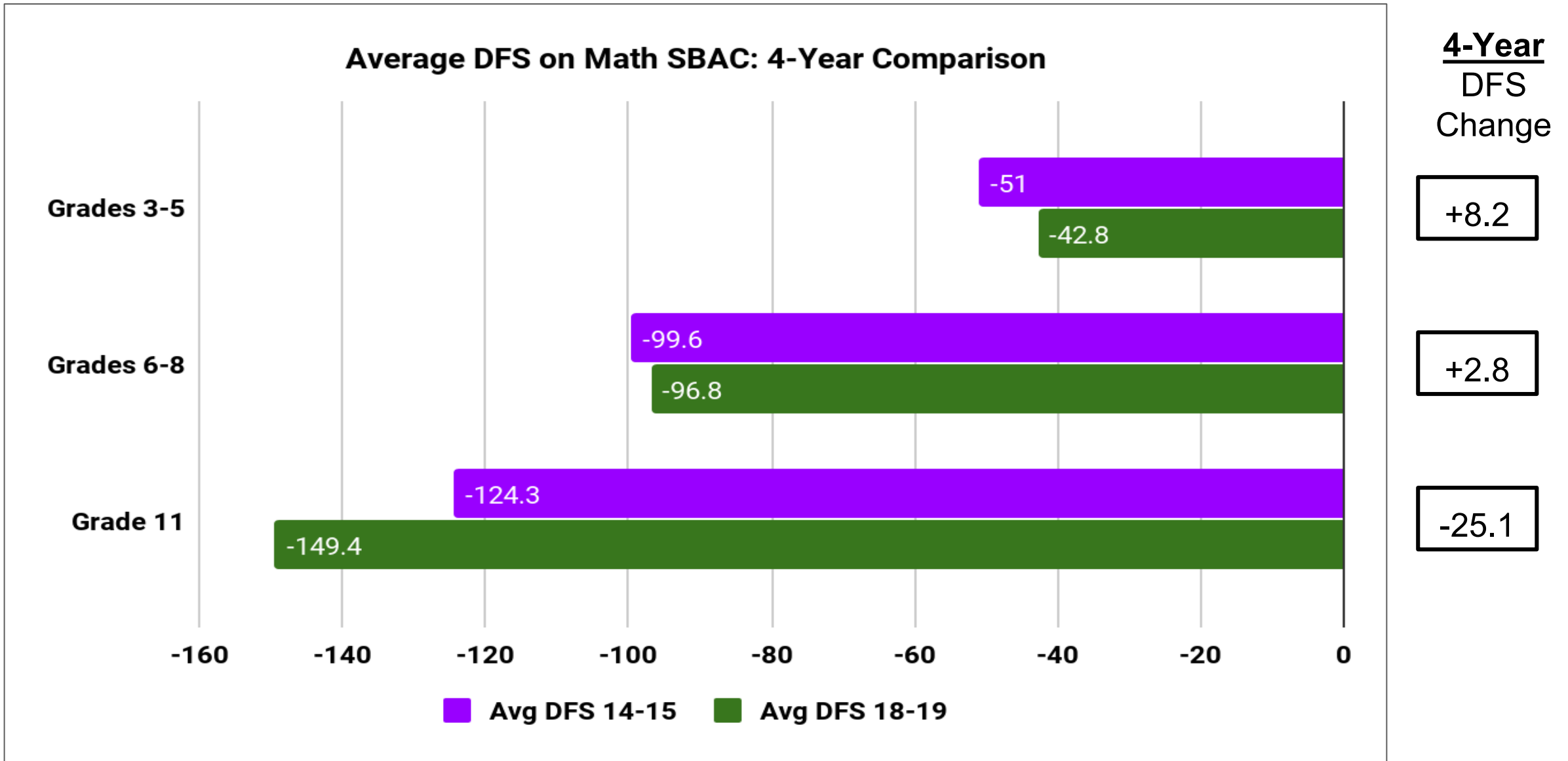
*Focused on conditions for adult learning and continuous improvement through cycles of inquiry



English Language Arts: Distance from Standard (By Grade Span)




Math: Distance from Standard (By Grade Span)



Elementary Curriculum Plans


	2018-19	2019-20	2020-21	2021-22
TK-5 ELA		Benchmark for 8 DL Schools; SIPPs in K-2; SPIRE in SDCs	Benchmark for 8 DL Schools	Benchmark for 8 DL Schools
		Pilot EL Education at 6 schools in grades 3-5	Expand Pilot to 9 more schools (15 total)	Adopt and implement in remaining schools (30)
TK-5 Math		Spring: Curriculum Selection Process	Curriculum Pilot	Adoption and Implementation
TK-5 Science	FOSS Next Gen adopted	Implementation of FOSS Next Gen	Implementation of FOSS Next Gen	Implementation of FOSS Next Gen
TK-5 History			Consider Purchase History for grades 3-5	or integration of History through EL Education

 Not aligned to current standards

  iamOUSD@ousd.org


 www.OUSD.org




 Fully aligned to current standards

Middle School Curriculum Plans

	2018-19	2019-20	2020-21	2021-22
6-8 ELA		Implementation of EL Education; 2nd Edition?	Implementation of EL Education	Implementation of EL Education
6-8 Math	Illustrative Math Adopted	Implementation of Illustrative Mathematics	Implementation of Illustrative Mathematics	Implementation of Illustrative Mathematics
6-8 Science		NextGen FOSS adopted	Implementation of NextGen FOSS	Implementation of NextGen FOSS
6-8 History	Pearson adopted	Implementation of Pearson	Implementation of Pearson	Implementation of Pearson

 Not aligned to current standards

 Some misalignment to current standards

 Fully aligned to current standards

 iamOUSD@ousd.org

 www.OUSD.org

 iam OUSD

High School Curriculum Plans

	2018-19	2019-20	2020-21	2021-22
9-12 ELA		Selection Process	Pilot 1-2 programs	Adoption and Implementation
9-12 Math	Curriculum Selection Process	Year-long Pilot (Alg I, Geometry, Alg II) of CPM and Illustrative Mathematics	Adoption and Implementation	Implementation
9-12 Science		Curriculum Field Tests (Bio) & Development (Chem)	Field tests/ pilots	Adoption and Implementation
9-12 History		Selection Process	Pilot 1-2 programs	Adoption and Implementation



Not aligned to current standards



Some misalignment to current standards



Fully aligned to current standards

 iamOUSD@ousd.org

 www.OUSD.org

 iam OUSD

Coherent Instructional Program

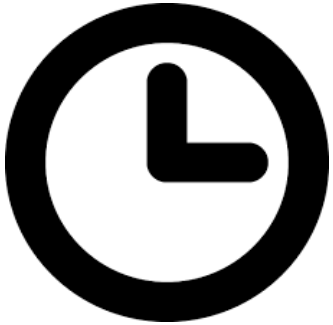
OUSD Practices to leverage power of School Teams



C. Foundational Teacher PD



D. Professional Learning/Coaching for School and PLC Leaders*



E. Teacher Collaboration Time

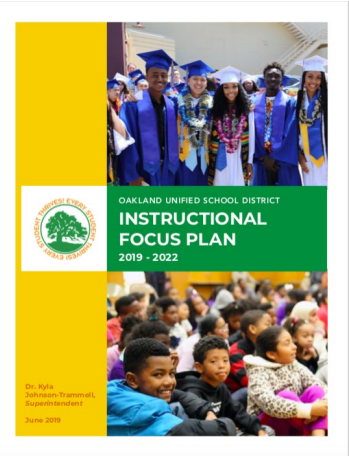


A. Quality Standards-Based Curriculum



B. Standards-based Assessments and Data

*Focused on conditions for adult learning and continuous improvement through cycles of inquiry



Adoption Committee Participants and Process

NewsELA 2020-2021 Pilot Committee

1. Barbara Brock, Joaquin Miller, grades 4-5
2. Cindy Gullikson, Joaquin Miller, Librarian
3. Sarah Donohue, Sequoia, grade 4
4. Kara DeKerion, Sequoia, Instructional Coach
5. Anderson DeAndrade, International Community School, grade 5
6. Nelly Alcanter, East Oakland Pride, grade 5
7. Jordan Delano, East Oakland Pride, grade 4
8. Mason Reilly, East Oakland Pride, grade 4
9. David Braden, East Oakland Pride, Instructional Coach
10. Jason Joseph, Futures, grade 5
11. Glen Rabang, Howard, grade 5
12. DeShawna Riley, Martin Luther King, grade 5
13. Jennifer Brouhard, La Escuelita, grade 7

Additional support in building the 2020-21 pilot committee, September 2020

1. Eleanor Alderman, International Community School, Principal
2. Rebecca Edwards, Futures, Librarian
3. Kampala Taiz-Rancifer. OEA, Community Schools Representative

Reconvened Adoption Committee in Spring 2020 (to review NewsELA)

1. Jennifer Brouhard, teacher 5th grade at Melrose Leadership Academy
2. Nelly Alcanter, 5th grade teacher at East Oakland Pride
3. Cindy Gullikson, Librarian at Joaquin Miller
4. Susan Brooks, 5th grade teacher at Montclair
5. David Braden, Instructional Coach at East Oakland Pride
6. Alma Buenavista, former 5th grade teacher, presently HR
7. Nancy Lai, Literacy Director at AAI

Community partners, Spring 2021

1. Sonny Kim, Social and Emotional Learning Coordinator
2. Michael Ray, Literacy Curriculum Coordinator
3. David Braden, Instructional Coach, East Oakland Pride
4. Kara DeKerion, Instructional Coach, Sequoia
5. Lailan Huen, Office of Equity, Ethnic Studies facilitator
6. Young Whan Choi, Linked Learning, Ethnic Studies facilitator
7. Kevin Jennings, Office of Equity, Elementary classroom AAMA
8. Baayan Bakari, Office of Equity, Chief content developer and trainer AAMA
9. Lateefa Ali, Family ELA Curriculum Group
10. Jen Darhmstat-Holm, Family ELA Curriculum Group
11. Elizabeth Humphries

Process

We arrived at the final recommendation to adopt NewsELA Custom Collections in a multi-year process. In 2018 the elementary Social Studies committee was able to review three standard textbooks, with digital supplements. One publication was selected, however the monies to fund it were not available. In 2020, additional publishers had products on the market, that were not piloted in 2018. After an internal review of new

products and publishers, NewsELA was selected to move to the adoption committee for consideration. The piloting committee reconvened in the spring of 2018 and reviewed NewsELA on a rubric against the previously selected text.

The reconvened committee unanimously recommended NewsELA, pending a pilot to ascertain its performance in the classroom. We arrived at the final recommendation to adopt NewsELA Custom Collection by designing and carrying out a trial process. The process included 8 elementary schools across the district and 15 piloting teachers and site TSAs, including teachers in SPED and bilingual education. Also included were consultations with representatives from SEL, Ethnic Studies, Office of Equity ELD and OUSD Families.

Below is a summary of key actions based on recommendations in the 2016 History-Social Science Framework.

- January 2020- May 2020: Conduct Internal Review -- This stage included vetting of new materials and assessment of the teacher needs.
- October 2020 -March 2021: Facilitate the Piloting Process with Teachers -- This stage includes identifying pilot sites, curriculum committee members, facilitating meeting with monthly feedback from pilot teachers, and determining the final recommendation.
- January 2021-March 2021 : Engagement with the Broader Community -- This includes input from other departments, students and community members.

Below is a description, by stakeholder, of the different ways that we gathered input and feedback.

- **Students** - Input collected through classroom surveys in classes that are piloting curriculum and student work
- **Piloting teachers**- 15 teachers conducted lessons in their 4th and 5th grade sites and classrooms They attended monthly meetings for training and provided feedback to NewsELA curriculum designers.
- **District Leaders** - District leaders are represented on the curriculum committee, including Instructional Technology, Literacy and ELD, Social and Emotional Learning, Ethnic Studies. the Office of Equity and **OUSD Families**. Members reviewed the curriculum for strengths and challenges.
- **Site Leaders** - There was representation of site instructional leaders and library sciences who reviewed and assessed the curriculum.
- **History Teacher Leaders** - History teacher leaders developed the curriculum criteria rubric, aligned to the 2016 HSS Framework, used for evaluation of the instructional materials.
- **The broader community of elementary teachers and students** had access to the site during the pilot.- Usage data show 651 active teachers, 8,503 active students engaged with NewsELA from August 2020-April 2021.



Oakland Unified School District

DRAFT

DRAFT Scope of Services for Review and Discussion

EL Education is a leading K-12 education non-profit at the forefront of an ambitious movement to set a higher bar of achievement for America's public schools.

EL Education provides partners with a coordinated set of resources and support to ensure sustained implementation and results. Developed from our highly successful work with schools, our portfolio of resources include: rigorous, intensive K-8 curriculum, classroom tested teacher resources and practical, inspiring professional learning, strategic planning and coaching that focus on leaders and teachers.

Our portfolio of professional services for districts focus on meeting the higher bar of national standards, deepening student engagement and transforming teaching and learning to lead to high student achievement.

This scope of services proposal provides a basic overview of our services, costs and a potential partnership configuration. This should be considered a preliminary outline and should be used for initial discovery purposes only. A more detailed proposal can be developed upon request and would include further conversation about district structures and needs.

***All services are virtual; unless specifically indicated as virtual only, services can be delivered onsite, context permitting.**

-Note this Scope assumes 700 Teachers, 43 Coaches/TSAs and 43 leaders. These can be adjusted to meet the needs of OUSD.

Summer 2021		
Services	Details of Services	Pricing
Fundamentals of the EL Education K-8 Language Arts Curriculum - Teachers, Coaches/TSAs and Leaders (1.5 hours total, up to 800 participants)	<p><i>Fundamentals</i> sessions are designed for a broad audience: teachers, school and district leaders, instructional coaches, teaching assistants, community liaisons, etc. Anyone who is supporting curriculum implementation should utilize these sessions to build a basic understanding of the EL Education Curriculum. <i>Fundamentals</i> are prerequisites for any of the <i>Essentials</i> or <i>Workshops</i>.</p> <p><i>Includes recordings of Fundamentals sessions.</i></p>	\$36,000
EL Education K-8 Language Arts Curriculum: Teacher & Coach/TSA Essentials & Workshops (4.5 hours total, all teachers and coaches)	<p><i>Essentials</i> are short sessions conducted in a larger virtual setting for teachers and coaches. Collaboration and interaction are limited during <i>Essentials</i>, during which key content is presented by expert facilitators or curriculum designers. <i>Essentials</i> are based on the key content topics in the in-person Curriculum Institutes. <i>Essentials</i> can be recorded and viewed asynchronously, as no interaction is required.</p> <p><i>Workshops</i> are sessions conducted in groups of 25-50 participants that provide the opportunity for participants to apply their learning from <i>Essentials</i> by engaging in reading, thinking, talking, writing, and planning.</p> <p><i>Includes recordings of Essentials and Workshops sessions.</i></p>	\$101,250
EL Education K-8 Language Arts Curriculum: Leader Essentials & Workshops (4.5 hours total, up to 50 participants)	<p><i>Essentials</i> are sessions conducted in a larger virtual setting for leaders. Collaboration and interaction are limited during <i>Essentials</i>, during which key content is presented by expert facilitators or curriculum designers. <i>Essentials</i> are based on the key content topics in the in-person Leading Implementation Institute series. <i>Essentials</i> can be recorded and viewed asynchronously, as no interaction is required.</p>	\$6750

	<p><i>Workshops</i> are sessions conducted in groups of 25-50 participants that provide the opportunity for participants to apply their learning from <i>Essentials</i> by engaging in reading, thinking, talking, writing, and planning.</p> <p><i>Includes recordings of Essentials and Workshops sessions.</i></p>	
<p>EL Education ALL Block Essentials & Workshops (3 hours total, up to 300 participants)</p>	<p>Teachers, leaders, & coaches Support for EL Education’s Additional Language and Literacy (ALL) Block that augments the curriculum to support the specific literacy needs of students in mixed- and skills-based groups.</p>	\$27,000
<p>EL Education Coach Turn-key Sessions (4.5 hours total, up to 75 participants)</p>	<p><i>Coach Turn-key</i> sessions walk instructional coaches through the content, facilitator notes, and materials required to lead “module unpacking” with their respective groups of teachers. Beginning with wide-angle planning and working step-by-step through Module, Unit, Assessment, and Lesson unpacking, coaches will be fully equipped to lead teachers through the backward planning process.</p> <p><i>Includes recordings of Coach Turnkey sessions.</i></p>	\$5625
<p>Self-Paced Online Professional Learning Courses <i>For 800 participants</i></p>	<p>Developed by our experts, the EL Education Online Professional Learning Courses are designed to offer training, guidance, and support for implementation of the EL Education K-5 Language Arts Curriculum. Each course is designed for self-paced independent study and includes prompts for use in teaching teams and professional learning communities (PLCs). Users are granted access for one academic year and are encouraged to utilize the resources and tools included in each course at critical stages of their curriculum implementation. Users will be given access to the following courses:</p> <ul style="list-style-type: none"> ● Introduction to the EL Education K-5 Language Arts Curriculum ● Preparing to Teach the EL Education K-8 Language Arts Curriculum ● Leading Implementation of the EL Education K-8 Language Arts Curriculum (for leaders only) 	Gratis
	Total for Summer Launch Services	\$176,625

During School Year 2021-22		
Services	Details of Services	Pricing
Strategic Planning and District Implementation Support (12 days in a series of face to face or virtual options)	These planning sessions are customized and occur with expert EL Education staff members and school/district leadership teams. Sessions inform the design of the partnership plan and occur at critical points in the year to monitor progress on implementation goals and adjust the plan to ensure clarity and alignment with school/district needs.	\$30,000
Race, Bias, and Power: Addressing Topics in Curriculum Series 90 minute Session Up to 700 participants	<ul style="list-style-type: none"> • Designed for teachers, leaders, and coaches implementing the EL Education Language Arts Curriculum grades 3-8. • Explains how to be successful when discussing sensitive topics of race, bias, and power in the classroom. • Gives participants a clear process to support teachers in addressing sensitive topics within the EL Education Language Arts Curriculum. 	\$52,500
Teaching Toward Equity Institute 1-day institute Up to 700 participants	Many teachers realize that the inequities found in society seep into schools, and this institute is for educators that are beginning to explore what equity means and how equity practices can live in the classroom.	\$126,000
Calibration & Using the EL Dimensions Data Platform 4.5 hours Up to 100 participants	This series supports coaches and district and building leaders in understanding what effective implementation looks like and sounds like. Participants will orient to the EL Education Dimensions Data Platform, unpack the EL Education curriculum walkthrough tool, and calibrate together on OUSD-specific indicators. Includes access to and use of the EL Education Dimensions Data Platform.	\$7500

Education

<p>Guidance for Implementation: Planning-to-Teach Workshops (1.5 hours, up to 700 participants)</p> <p>Four times - Once before each module</p>	<p>For coaches and teachers, these interactive workshops look ahead to plan the upcoming module and allow teachers to unpack the curriculum for their planning, and to understand the design and essential elements of the curriculum. Customized to grade bands.</p>	<p>\$70,000</p>
<p>Monthly Coach Convenings (8 1.5 hour sessions, up to 50 participants)</p>	<p>These monthly sessions for TSAs supporting grades K-5 will focus on coaching practices and facilitating adult learning around the curriculum. Curriculum professional learning topics will be aligned to indicators on the OUSD walkthrough tool, to align with district priorities and targeted support for teachers.</p>	<p>\$10,000</p>
<p>Guided Implementation - Data-Based Progress Monitoring (4 1.5 hours sessions, up to 100 participants)</p>	<p>These critical data gathering and analysis sessions provide a framework for monitoring implementation of EL Education’s Language Arts Curriculum and provide the tools necessary to collect, synthesize and share data to monitor and inform curriculum implementation.</p> <p>This work includes collaboration to design a data collection strategy to assess the effectiveness of delivered professional learning and turnkey necessary resources for implementation (e.g., survey items) to district staff for implementation. Follow up, debrief sessions may be conducted virtually.</p>	<p>\$10,000</p>
<p>National Conference 10 participants</p>	<p>10 Registration slots for EL 2020 National Conference Fall 2021. Includes Pre-Conference Day registration.</p>	<p>Gratis</p>
	<p>Total for services during the School Year</p>	<p>\$306,000</p>

	<p>Total for Year 1 Services</p>	<p>\$482,625</p>
--	---	-------------------------



Summary Benchmark Adelante Advance Scope of Services Quote

PROFESSIONAL LEARNING TYPE	BREAKDOWN OF COSTS
Beginning of the Year Training	18 consultant days, virtual @\$2400 each = \$43,200
Monthly Teacher Trainings	10 days, virtual @\$2400 each = \$24,000
Monthly Training of Trainers for TSAs	10 consultant days @\$2800 each = \$28,000
Ongoing Walkthroughs x 3yr	12 consultant/days, on-site @\$3500 each = \$35,000
TOTAL	\$130,200

Oakland USD Custom Collections Professional Learning SY '21-'22

Recommendations for Session Audience	Recommendations for Session Content
We recommend groups of 50 participants maximum, segmented by grade-level, to build teacher capacity and foster collaboration around the specific collection units they will be implementing.	Our <i>Implementing Your Custom Collections</i> session is designed to flexibly support district priorities and teacher needs. Districts often offer multiple sessions throughout the school year based on participant experience level and implementation questions.

Recommendation for Two Required All-Teacher Professional Days: 15 Professional Learning Sessions

Schedule	Sessions	Topic	Audience
Mandatory Day in August	6 90-minute Sessions	Implementing Your Custom Collections	Segment by grade-level; groups of 50
Optional Sessions in Fall	2 90-minute Sessions	Determined by teacher feedback	Mixed grade levels
Mandatory Day in January	6 90-minute Sessions	Advanced Custom Collections Training	Segment by grade-level; groups of 50
Optional Session in Spring	1 90-minute Session	Determined by teacher feedback	Mixed grade levels

Recommendation for One Required All-Teacher Professional Day: 9 Professional Learning Sessions

Schedule	Sessions	Topic	Audience
Mandatory Day in August	6 90-minute Sessions	Implementing Your Custom Collections	Segment by grade-level; groups of 50
Optional Sessions in Fall	2 90-minute Sessions	Advanced Custom Collections Training	Mixed grade levels
Optional Session in Spring	1 90-minute Session	Determined by teacher feedback	Mixed grade levels

Board Office Use: Legislative File Info.	
File ID Number	21-0971
Introduction Date	5/26/21
Enactment Number	
Enactment Date	

**RESOLUTION
OF THE BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2021-0252**

**SELECTION AND PURCHASE OF INSTRUCTIONAL MATERIALS:
Elementary English Language Arts, Spanish Language Arts, English Language Development and
History/Social Studies**

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 kindergarten (K) through 5th grade;

WHEREAS, the Governing Board shall select instructional materials for use in grades kindergarten through 5th grade or shall have otherwise determined which instructional materials align with the state academic content standards;

WHEREAS, the Governing Board shall select instructional materials for grades K-5 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;
- 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 B, C, E and L, instructional review committees comprised predominantly of teachers, teacher leaders and central office content specialists, with the majority of the participants being 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:

- EL Education Core Modules for grades K-5 English Language Arts/English Language Development
- Benchmark Adelante/Advance for grades K-5 Spanish Language Arts/English Language Arts/English Language Development
- Newsela California History Custom Collections for grades 4-5 History/Social Studies

WHEREAS, expenditures, pursuant to an Agreements between the District and Benchmark, Newsela, and publishing companies for EL Education Materials shall not exceed the total amount of **\$2,082,559.00**, for the period July, 2021 to July, 2024, for the purchase of K-5 language arts and social studies/history materials related thereto;

NOW , THEREFORE, BE IT RESOLVED that the Board of Education hereby finds that the instructional materials listed in Attachment A meet the standards for adoption and hereby selects the instructional materials listed in Attachment A for use in District schools.

BE IT FURTHER RESOLVED that the Board approves the Agreement between the District and Benchmark, Newsela, and a publishing company that distributes EL Education materials. This shall not exceed the total amount of \$2,082,559.00, for the period July, 2021 to July, 2023, for the purchase of K-5 language arts and social studies/history materials.

Material Cost Estimates

Vendor	Description	Estimated Cost
Company that distributes EL Education Materials (e.g. LearnZillion, Open Up Resource, Booksource are among quotes received)	Publicly sourced curricular materials for 43 schools, including teacher editions, student workbooks, novels/trade books, lab materials, etc.	\$938,000.00
Benchmark Education	Curricular materials for 9 schools, including teacher editions, student workbooks, novels/trade books, etc.	\$284,000.00

Newsela, Inc.	8 year service agreement for digital history curriculum--California History Custom Collections--for all grades 4-5 students and access to all collections for all TK-5 students on Newsela platform (\$286,853 annually for 3 years).	Purchase Options: \$781,000.00 (1 year) or \$860,559.00 (over 3 years)
Total		\$2,082,559.00

Professional Development Service Contract Estimates

Vendor	Description	Estimated Cost
EL Education	EL Education will provide a coordinated set of resources and support to ensure sustained implementation and results, including 3 day of Foundational PD, monthly professional learning for both teacher-leaders (TSAs) and all K-5 teachers, strategic planning, progress monitoring sessions, online platform to monitor implementation and site walkthrough support.	\$482,625
Benchmark Education	This scope of services that Benchmark will provide includes a 3-day foundational/baseline PD for teachers and leaders during the summer; monthly Professional Development for K-5 teachers; monthly training for teacher-leaders (TSAs) to develop instructional strategies and deepen capacity for Dual Language schools. Benchmark will also provide support for three learning walks across the year at each site.	\$130,200
Newsela	Newsela will provide 24 total professional development sessions, including multiple options to ensure all 4-5 teachers participate in two ½ day PDs, and series of monthly teacher leader and optional professional development sessions.	\$62,000
Total		\$674,825

Passed by the following vote:

AYE: Gary Yee, Aimee Eng, VanCedric Williams, Clifford Thompson, Vice President Benjamin "Sam" Davis, President shanthi Gonzales

NOE: Mike Hutchinson

ABSTENTION: None

RECUSE: None

ABSENT: Student Directors: Samantha Pal, Jessica Ramos

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 May 26, 2021.

OAKLAND UNIFIED SCHOOL DISTRICT



Shanthi Gonzales
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education