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

Board Cover Memorandum

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

From Sondra Aguilera, Chief Academic Officer
Claire Fisher, Executive Director, Secondary Instruction

Meeting Date June 17, 2025

Subject Curriculum Adoption for High School Physics

- *OpenSci Ed: Physics - Carolina Certified Edition (Carolina Biological Supply Co.)*

Ask of the Committee Adoption by the Teaching and Learning Committee of recommendation to the Board of Education to approve Resolution No. 2425-0218 - Curriculum Adoption [and Purchase] for High School Physics [OpenSci Ed: Physics - Carolina Biological Certified Edition].

Background **Need for Updated High School Physics Curriculum Materials**

In 2007, OUSD adopted the textbook, *Conceptual Physics* by P. Hewitt (2006, *Prentice Hall*). The textbook was aligned to the 1998 standards. In 2013, California adopted the NGSS. Since that time, Physics teachers have been pulling together resources from multiple places and attempting to update existing materials. Some of those pieces were informed by our participation in West Ed's K-12 Alliance statewide NGSS Early Implementer Initiative. In partnership with this initiative, the Science Department along with OUSD science teachers began the development of the OUSD NGSS-aligned curriculum for grades 6, 7, 8, and Bio9. The development and implementation of this transitional curriculum provided a critical professional learning opportunity to unpack the new standards. One of the goals for the curriculum development project was to provide equity, which is highlighted in both the NGSS and the OUSD Values.

Support for the development and implementation of this transitional NGSS-aligned curriculum ended at the end of the 2016-17 school year. Fortunately, we have been able to adopt a curriculum in *middle school and high school Biology*. However, high school chemistry and physics teachers were left with the unfinished work from the K-12 initiative. Parts of the curriculum are still used by a handful of teachers in OUSD

even though the curriculum is incomplete and there are not enough resources to maintain the online and instructional materials. This also means there is not a supported, updated, or consistent curriculum available for new science teachers to use. Moreover, most are spending their own money to secure materials. Staff turnover, support for new teachers, and availability of quality instructional materials continue to be a challenge in providing all students consistent access to high quality science learning.

Discussion

Selection Process

During the review process, teachers evaluated the program along the following areas: (1) NGSS Alignment; (2) Language, Literacy, and Common Core Connection; (3) Student Materials and Equity; (4) Assessment; and (5) Teacher Materials and Usability. Overall, on a 4-point scale, OpenSci Ed: Physics had a mean rating of 3.07. Teachers felt the greatest strength was alignment to NGSS. Additional comments highlighted interesting introductory phenomena, as well as having multiple opportunities and methods for student engagement, exploration, and discussion. Given this feedback, the OUSD Science Department recommends the Board of Education to approve the adoption of *OpenSci Ed: Physics (Carolina Certified Edition)* for high school Physics.

Fiscal Impact

There is a one-time cost for adoption materials (books, teacher materials, platform licenses) and annual kit refill expenditures. Training for the program is provided by the partner vendor, Carolina Biological Supply Co. and other educational groups. The complete purchase of OpenSci Ed (Carolina Certified Edition) for high school physics for 3 years is estimated to be **\$519,405.52**. The funding source will be resource 6, supplemental and concentration carryover.

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

Year	Summary of Materials to be Purchased	Costs
2025-26	Student Editions Teacher Editions Digital Resources Complete Unit Kits (<i>vouchers for kits in progress</i>) Est. tax + shipping	\$345,145.36
2026-27	Kit and consumables refurbishment	\$57,130.08
2027-28	Kit and consumables refurbishment	\$57,130.08
	TOTAL =	\$459,405.52

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

Year	Summary of Professional Learning Offerings	Costs
2025-26	Vendor provided professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$32,000 (includes \$20,000 cost for vendor provided training)
2026-27	Vendor provided professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$26,000 (includes \$20,000 cost for vendor provided training)
2027-28	Vendor provided professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$23,000 (includes \$20,000 cost for vendor provided training)
	Cost for direct vendor provided training	\$60,000
	OUSD costs for teacher stipends	\$21,000
	TOTAL =	\$81,000

TOTAL AMOUNT NOT TO EXCEED \$519,405.52

- Attachment(s)**
- Attachment A: HS Physics Curriculum Adoption Proposal
 - Attachment B: Budget Proposal for Instructional Materials
 - Attachment C: Budget Proposal for Ongoing Professional Learning
 - Resolution No. 2425-0218
 - Services Agreement 2024-2025 - Carolina Biological Supply Co.
 - Presentation - High School Physics Curriculum Adoption



Attachment A: HS Physics Curriculum Proposal

Oakland Unified School District
April 2025

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Executive Summary

The Next Generation Science Standards (NGSS) were adopted in California in 2013. These science standards represent a major shift in science instruction that focuses on scientific sense-making, language used, and the scientific and engineering practices. These practices overlap with Common Core (CCSS) by placing significance on developing explanations and argumentation from evidence. As of last year, curriculum aligned to these standards has been adopted in K - 8 science and High School Biology. Our goal is to have that same rigor and support in our other core science areas in high school - Physics and Chemistry.

Options for externally evaluated, NGSS aligned, and high school level science curriculum is still limited, with Physics having the fewest programs available. A number of our teachers participated in field-tests to help develop some of the programs that would ultimately be published and made as options for piloting. From those tests, teacher surveys, and additional reviews in spring 2023, it was clear that only **Open Sci Ed: Physics** offered the progression and materials that would allow our teachers to implement a course fully aligned to NGSS.

Background and Curriculum Selection Process

In 2007, OUSD adopted the textbook, *Conceptual Physics* by P. Hewitt (2006, *Prentice Hall*). The textbook was aligned to the 1998 standards. In 2013, California adopted the NGSS. Since that time, Physics teachers have been pulling together resources from multiple places and attempting to update existing materials. Some of those pieces were informed by our participation in West Ed's K-12 Alliance statewide NGSS Early Implementer Initiative. In partnership with this initiative, the Science Department along with OUSD science teachers began the development of the OUSD NGSS-aligned curriculum for grades 6, 7, 8, and Bio9. *Reference Appendix A: OUSD Secondary Science NGSS Implementation Plan.* The development and implementation of this transitional curriculum provided a critical professional learning opportunity to unpack the new standards. Science teachers and Science Teacher Leaders (STLs) were supported with additional professional development (PD) through summer institutes, lesson study, 2nd Wednesday PDs. *Reference Appendix B: Secondary Science Instructional Materials.* One of the goals for the curriculum development project was to provide equity, which is highlighted in both the NGSS and the OUSD Values.

Support for the development and implementation of this transitional NGSS-aligned curriculum came from the Bechtel Foundation. Funding from the Bechtel Foundation decreased each year and eventually ended at the end of the 2016-17 school year. Parts of the curriculum are still used by a handful of teachers in OUSD even though the curriculum is incomplete and there are not enough resources to maintain the online and instructional materials. This also means there is not a supported, updated, or consistent curriculum available for science teachers to use. The ongoing PD training that occurred during the year called 2nd Wednesday PDs were canceled by the district for two years but has since resumed. Training teachers is vital to understanding the new standards and the implementation of a curriculum. This is especially true with a high teacher turnover rate like the one in OUSD. In the 2018 OUSD All Staff Retention Survey, the third reason why STEM teachers leave OUSD is the lack of adequate supplies and resources. Staff turnover and instructional materials availability continues to be a challenge in providing all students consistent access to high quality science learning.

Review of high school physics curriculum began in Spring 2019, with a number of teachers participating in field-tests to help develop some of the programs that would ultimately be published and made as options for piloting. In 2019, and again in 2022, science teachers were surveyed around needs. The 2022 results showed that teachers prioritized materials—both physical and digital (92%)—and curriculum (82%). The survey also revealed that most of teachers' planning time was spent gathering and preparing materials, with nearly half (~46%) spending \$200 or more of their own money each year. *Reference Appendix C: Teacher Need Survey.* With most teachers wanting something, it was a matter of finding a curriculum that: 1) provides materials for labs and investigations; 2) outlined coherent sequencing of full units with guidance; and 3) was supported with

training from actual educators. After reviewing the few options that were available, and interviewing teachers who had participated in field testing, we landed on one viable program for piloting: **Open Sci Ed: Physics**

Physics is offered at most high school sites, but it has the fewest sections when compared to our other three core science areas. *Reference Table 1: 24/25 Science Sections and Enrollment.* Despite its lower numbers, it is a materials intensive course. It was important to identify a program that included materials to support hands-on investigations. *OpenSci Ed* is a free curriculum with verified vendors packaging online documents into print versions and providing kits of the needed materials to complete all the activities.

Table 1: 24/25 Science Sections and Enrollment

Class	Sections	Enrollment
Biology:	157	2646
Chemistry:	95	2072
Physics:	72	1389
Total:	324	6107
<i>Includes Gen Ed and SpED self contained classes</i>		

Because units were only completed and published this past summer, not all kits were available. Shipping of complete kits was also delayed until the middle of the school year. We adjusted the timing of the pilot to match delivery, and selected a later unit to support concepts covered during the second half of the school year.

Pilot Process

Pilot interest was gathered in the spring and summer of 2024. Because of the later timing for these materials, additional teachers were invited throughout the fall of 2024. Teachers attended a training in September, and the pilot team was narrowed down to 6 teachers who would actively implement the selected unit. However, all teachers who attended the training sessions were provided access to print and digital resources and their feedback was also collected. The pilot team had a spectrum of teaching experience, with some having multiple class load configurations (Newcomer/ELL support, additional science classes) *Reference Appendix E: Pilot Teacher Roster*.

Pilot teachers were asked to implement the one unit from Open Sci Ed that they selected—C3. *Electromagnetic Radiation*. Print and digital resources were made available in a shared folder and kits were ordered from a licensed vendor. *Reference Appendix F: Pilot Unit Outline*. To prepare for implementation, pilot teachers attended a follow-up training mid-year where they explored the progression and storyline and completed key activities.

Selection Process

Feedback was collected in the spring of 2025. Similar to our past adoption process for science, we examined the following areas: (1) NGSS Alignment; (2) Language, Literacy, and Common Core Connection; (3) Student Materials and Equity; (4) Assessment; and (5) Teacher Materials and Usability. *Reference Appendix D: Curriculum Review and Feedback Form*

Overall, on a 4-point scale, OpenSci Ed: Physics (OSE) had a mean rating of 3.07. Teachers felt the greatest strength was alignment to NGSS. Areas that teachers felt the program needed improvement included clear connections to our students' backgrounds and having materials available in other languages (as represented in the category of Student Materials and Equity) more easily accessible. The category of assessments were also rated lower primarily because rubrics were not provided nor was there clear guidance on how assessment data should be assessed. *Reference Table 2: Mean rating on a 4-point scale.* Some of these concerns will be addressed by the vendor partner, Carolina Biological Supply Co., who packages the curriculum materials. We also are working on revising rubrics aligned to key elements of NGSS that come from our Biology and FOSS curricula and other resources.

Table 2: Mean rating on a 4-point scale

	Overall	Factors				
		NGSS Alignment	Language, Literacy, and Common Core Connection	Student Materials and Equity	Assessment	Teacher Materials and Usability
OpenSci Ed (OSE)	3.07	3.67	3.18	2.69	2.75	3.29

Those strengths and areas of concern were echoed by teachers – comments included the following:

- The curriculum's strengths were in engaging students with an interesting introductory phenomena, providing multiple opportunities and methods for student engagement, exploration, and discussion.
- I have to get used to the assessment opportunities in the curriculum. It tells me what to look for but there are no rubrics. I'll have to make my own rubrics. The teacher guide for each lesson is so long I haven't had time to read all of it. I'm sure I'll get better the second time through.
- Strengths of this curriculum include the driving questions and phenomena-driven units. However, these phenomena do not resonate with most of my students and it takes a lot of work to reconfigure the unit around a student-centered phenomenon and student-created driving question.

- I like that because it's open source...it feels inquiry based and the phenomena aren't great but at least they're there and I could always tweak them or come up with more relevant ones

Students were also interviewed during the pilot and were asked key questions related to the rating criteria.

The most important piece seemed to be having clear directions/guidance and completing labs or hands-on activities:

- The slides always look like that [pointing to the board] – they tell us what to do and it makes it easy to follow.
- We do labs every week. I like most of them.
- We had to fix a charger [after completing the unit on electricity]. I liked it. We had to explain why it wasn't working and fix it then explain what we did.

Final Recommendation

Overall, 80% of the teachers who reviewed the materials recommended adopting *OpenSci Ed: Physics*. *It should be noted that a number of those teachers would “recommend with reservations,”* noting the need for more guidance around the teacher provided materials, utilizing assessment materials, and finding ways to connect the provided phenomena to our students. These are larger concerns that we are working on with our professional development, specifically within the Standards and Equity Institute. Our instructional focus at the secondary level next year also provides us opportunities to further address these reservations. Given this feedback, the OUSD Science Department urges the Board of Education to approve the adoption of ***OpenSci Ed: Physics (Carolina Certified Edition)*** for high school Physics.

The adoption of OSE would provide all high school students in Oakland the high quality standards-aligned curriculum they deserve. NGSS has been in place for over 10 years now, which requires shifts in the way we teach and learn science. OSE bridges research and practice by providing tools and strategies to engage students and teachers in enduring experiences that lead to deeper understanding of the natural and designed worlds. Adopting a curriculum for Physics will provide a coherent science K - 12 program for the students and teachers in Oakland.

Implementation Plan

Results of the pilot process will be shared with teachers, middle school principals, the SpEd Department, and the ELLMA Department. More outreach needs to happen so that everyone in the community has a clear understanding of how the implementation of this science program will shift science teaching and learning for high school students and teachers in OUSD. Site team and community engagements are planned to take place during the remainder of the 2024 - 2025 school year and throughout the summer.

Teachers will receive foundational training in May/June of 2025 and again at the Standards and Equity Institute in July/August to ensure current teachers and new hires have access. During the institutes, teachers will develop an understanding around the curriculum design, receive teacher materials for their first unit, and practice teaching and planning for a lesson. Ongoing training will take place throughout the year during 2nd Wednesday Professional Developments (PDs), contracted PD Days, and release days. These professional development sessions will focus on unpacking the curriculum and analyzing student work. We will also work on the concerns raised by teachers during the pilot year.

Department heads and Teacher Leaders (TLs) will play a pivotal role in sharing information about the new curriculum. The goal is for the leads to eventually transition into a coaching collaborative to help teams revise instruction, focus on student outcomes, promote a culture of collaboration, and commitment to data analysis. STLs will receive additional training and eventual “training for trainers” as we shift our PL and PD.

Like our recently adopted Biology materials, OpenSci Ed kits and resources will be sent to school sites directly, with the warehouse being used to store some extra materials. The HS Science Coordinator will work with other staff and teams to support disbursement and refurbishment, utilizing online forms for tracking and facilitating refills during the future years of implementation.

Fiscal impact

There is a one-time cost for adoption materials (books, teacher materials, platform licenses) and annual kit refill expenditures. Training for the program is provided by the partner vendor, Carolina Biological Supply Co. and other educational groups. The complete purchase of OpenSci Ed (Carolina Certified Edition) for high school physics for 3 years is estimated to be **\$519, 405.52**.

Table 3: Adoption of Environmental Science for the AP Course

One-time cost:	\$345, 145.36	
Kit refills for AYs 2027 - 2028:	\$114, 260.16*	
Professional learning	Vendor trainers:	OUSD Stipends:
	\$60, 000	\$21, 000
Cost of 3-year adoption	\$519, 405.52 <i>(directly to vendor)</i>	\$540, 405.52 <i>(total including stipends)</i>

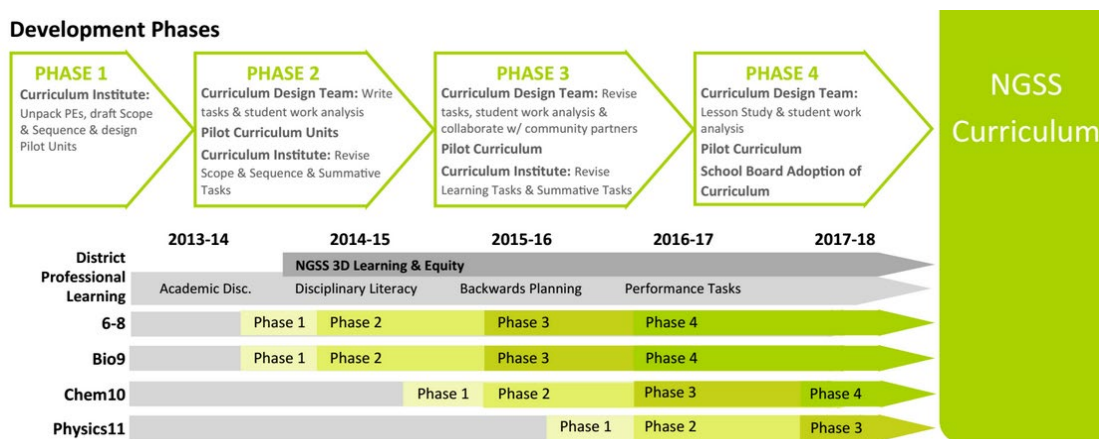
**this assumes a full refurbishment of ALL consumable materials. Annual cost will most likely be lower as teachers only request refills for items fully consumed each year.*

Appendices:

Physics Curriculum Proposal

OUSD Secondary Science NGSS Implementation Plan

In September 2013, California adopted the Next Generation Science Standards (NGSS). The new science standards, represent a major shift in science instruction that focuses on scientific sense-making, language use, and scientific and engineering practices. These practices overlap with Common Core (CCSS) by placing significance on developing explanations and argumentation from evidence. In support, the OUSD Science Department has been actively preparing teachers to engage and utilize NGSS to make the necessary shifts in their classrooms since the adoption.



In order to implement a system-wide plan for this transition in OUSD, the Science Department has focused on three major areas of work:

1. The development of curriculum and instructional resources that align to NGSS

Teams of experienced teachers and science specialists work together to create a relevant, authentic, and engaging integrated NGSS curriculum. Summative tasks and formative assessments are embedded in the curriculum. All curriculum is accessible online and is linked to teaching resources. Essential equipment/materials are provided to sites using the curriculum. All OUSD teachers using the curriculum and receiving materials must share resources, samples of student work, and provide ongoing feedback for revisions.

2. Foster teacher expertise in content, skills, and practices to align with NGSS

The professional learning calendar begins in August with the Curriculum Institute. During this week long institute, teachers work to backwards designed 3D-NGSS-aligned lessons to build students' skills and content knowledge on a path to success on the OUSD summative assessments. Participants gained valuable skills and knowledge of NGSS implementation. Skills and knowledge building of NGSS implementation are continued throughout the year with monthly 2nd Wednesday PDs and two Buy Back Days.

3. Build science instructional leadership for science teacher leaders

Science teacher leaders participate in monthly workshops to develop leadership skills around NGSS advocacy and implementation. Through a grant and application process, some of the science teacher leaders participate in lesson study. During the summer, lesson study teachers participate in a week long institute to strengthen their pedagogical and content knowledge in implementing NGSS. For two cycles during the year, lesson study teachers collaboratively plan 3D-NGSS-aligned lessons, implement those lessons and reflect on student learning.

Secondary Science Instructional Materials

This guide details the implementation of OUSD's Secondary Science Program with regards to instructional materials. This guide includes the Secondary Science Curriculum and Benchmarks for teachers, support staff, along with principals. Please take a few minutes to carefully read this document so that you become familiar with the details of these resources. Additional information and resources can be found at the Science in Oakland website at <http://science.ousd.org>.

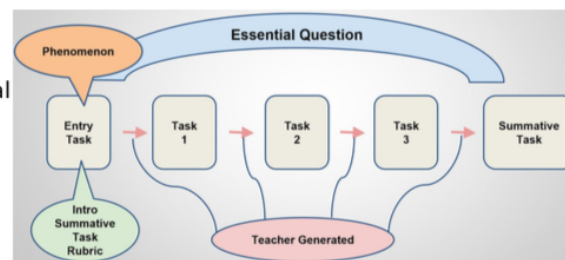
Sections:

- [Curriculum & Benchmarks](#)
- [Textbooks](#)
- [Materials](#)

OUSD NGSS-aligned Secondary Curriculum & Benchmarks

This curriculum & benchmarks represents concurrent shifts to the Next Generation Science Standards (NGSS), a concentration on disciplinary literacy skills outlined in the Common Core State Standards (CCSS), a focus on collaborative learning and other crucial social and emotional skills, problem and project-based learning, and content relevant to Oakland youth.

Units are backwards mapped from the summative task (see side figure). Units are driven by an essential question and anchor phenomenon. The unit ends with a summative task that captures 3-dimensional learning, collaboration and literacy skills. Students revisit the [curriculum features](#) (anchor phenomenon, anchor text, and unit rubric) throughout the unit.



The OUSD NGSS-aligned curriculum and benchmarks are located on [OUSD Science website](#). The Scope and Sequence should be used as the main navigation page for the curriculum as it will be updated regularly as tasks and resources are finalized and shared for implementation. Please reference OUSD Secondary Science NGSS Curriculum Instructions [document](#) for further explanation on nomenclature, organization, and features of the curriculum.

For courses that do not have a curriculum provided, teams of teachers are encouraged to look at the standards to develop their own scope and sequence. Reference these [resources](#).

Curriculum Adoption

OUSD Secondary Science is not currently adopting a middle school or high school curriculum. We do not have funding or infrastructure in place to support a curriculum other than the district created curriculum we already have. Sites may purchase curriculum to complement the OUSD curriculum. Sites will be informed of when there is a curriculum pilot opportunity.

Textbooks

Textbooks are supplemental to the OUSD NGSS-aligned Curriculum. The OUSD NGSS-aligned Curriculum is available on the [OUSD Science website](#).

For Middle School

The California NGSS Integrated Model for Middle Schools requires students learn Earth Science, Life Science, Physical Science, and Engineering every year for grades 6th, 7th, and 8th. CPO's *Focus on Earth, Life, and Physical Science* was adopted in 2007 as the middle school science curriculum for grades 6th-8th (Earth Science = 6th, Life Science = 7th, and Physical = 8th). As we transition to NGSS and the California NGSS Integrated Model, students and teachers will need access to all three textbooks throughout a school year. Sites can rotate textbooks and materials within a site when appropriate. For example, 7th grade might need to read a section from the the Earth Science book when 6th grade needs a section from the Life Science book. 7th and 8th grade might need to read two different sections from the Physical Science book at the same time. To avoid a double demand on a textbook, teachers must coordinate their curriculum implementation schedules.

In regards to the Williams Act, there is no updated information regarding science textbooks. However, we are transitioning to NGSS and there should be enough textbooks to have a class set of each textbook in each classroom teaching science. In addition to a class set, teachers may elect to have students take a textbook home. In that case, there needs to be enough textbooks for each student to take home.

For High School

The California NGSS Course Model selected for OUSD High Schools should be the one that best supports the science learning and future opportunities of our students and effectively addresses the criteria and constraints: A-G Course Approval, College & Career Readiness, OUSD Graduation Requirements, Current OUSD High School Science Course Sequences, Teacher Credentialing, Textbooks, Next Generation Science Standards (NGSS) and California Science Assessment (CAST) and California Alternative Assessment (CAA).

Based on a thoughtful analysis of various NGSS High School Course Models and the California Science Framework, the OUSD Science Department recommends a **NGSS 3 Course Model with Earth and Space Science (ESS) and Engineering, Technology, & Applications of Science (ETS) Standards integrated into the 3 courses.**

9th Grade	10th Grade	11th Grade	12th Grade
Biology _{ESS+ETS}	Chemistry _{ESS+ETS}	Physics _{ESS+ETS}	Student or Pathway Choice

The three course model combines all high school performance expectations (PEs) into three courses. The ESS and ETS standards must be integrated into the traditional high school disciplines of Biology, Chemistry, and Physics. Given the following textbooks were adopted in April 2007 for the various high school courses, supplementary materials will need to be obtain in order to integrate ESS and ETS standards into the 3-course model.

Textbooks and teacher materials can be found at each school site. The links below will take you to the publisher websites for each book.

Course	Title	Author	Publisher	ISBN
Biology	<i>Biology</i>	Nowicki	Houghton Mifflin (McDougal)	0618725105
Biotechnology	<i>Biotechnology: Science for a New Millennium</i>	Daugherty	Paradigm Publishing	0763822825
Chemistry	<i>Chemistry California Edition</i>	Wilbraham	Pearson Prentice Hall	0132013053
Conceptual Physics*	<i>Physics a First Course</i>	Hsu	CPO Science	1588921417

Earth Science	<i>Earth Science California Edition</i>	Tarbuck	Pearson Prentice Hall	131667556
Environmental Science*	<i>Environmental Science - A Study of Interrelationships (Hardcover)</i>	Enger	McGraw Hill	0073204803
Geology	<i>Earth Science (11th Ed)</i>	Tarbuck	Pearson Prentice Hall	013197212X
Physics*	<i>Conceptual Physics*</i>	Hewitt	Pearson Prentice Hall	131663011
Physiology	<i>Essentials of Anatomy and Physiology (HS binding)</i>	Martini	Pearson Prentice Hall	0805373039
AP Biology	<i>Biology</i>	Campbell	Pearson Prentice Hall	805367772
AP Chemistry	<i>Chemistry the Central Science</i>	Brown	Pearson Prentice Hall	0131937197
AP Env. Science	<i>Living in the Environment</i>	Miller	Thomson Brooks Cole	0495015989
AP Physics	<i>Physics</i>	Cutnell	Peoples Education	0471663157

*note that Physics is coincidentally using a book called *Conceptual Physics*, while Conceptual Physics is using a different book.

AP Courses need to adopt new textbooks and support materials in order to be in compliance. Students and teachers need daily access to a college-level textbook and support materials that have been published within the last 10 years.

Materials:

Middle Schools

During the 2007 OUSD Middle Schools adoption of CPO, supplementary materials and equipment were provided by CPO.

- Reference this textbook and kit [list](#) for sites who received materials and equipment in 2007.
- Reference this [folder](#) for the list of items in a CPO kit.

Middle school that were in existence in 2007 received CPO materials from CPO. In 2017, the OUSD Science Department purchased CPO kits for middle school that opened after 2007 and for sites that indicated they needed materials using the NGSS Curriculum Materials Site Inventory sheet (linked below).

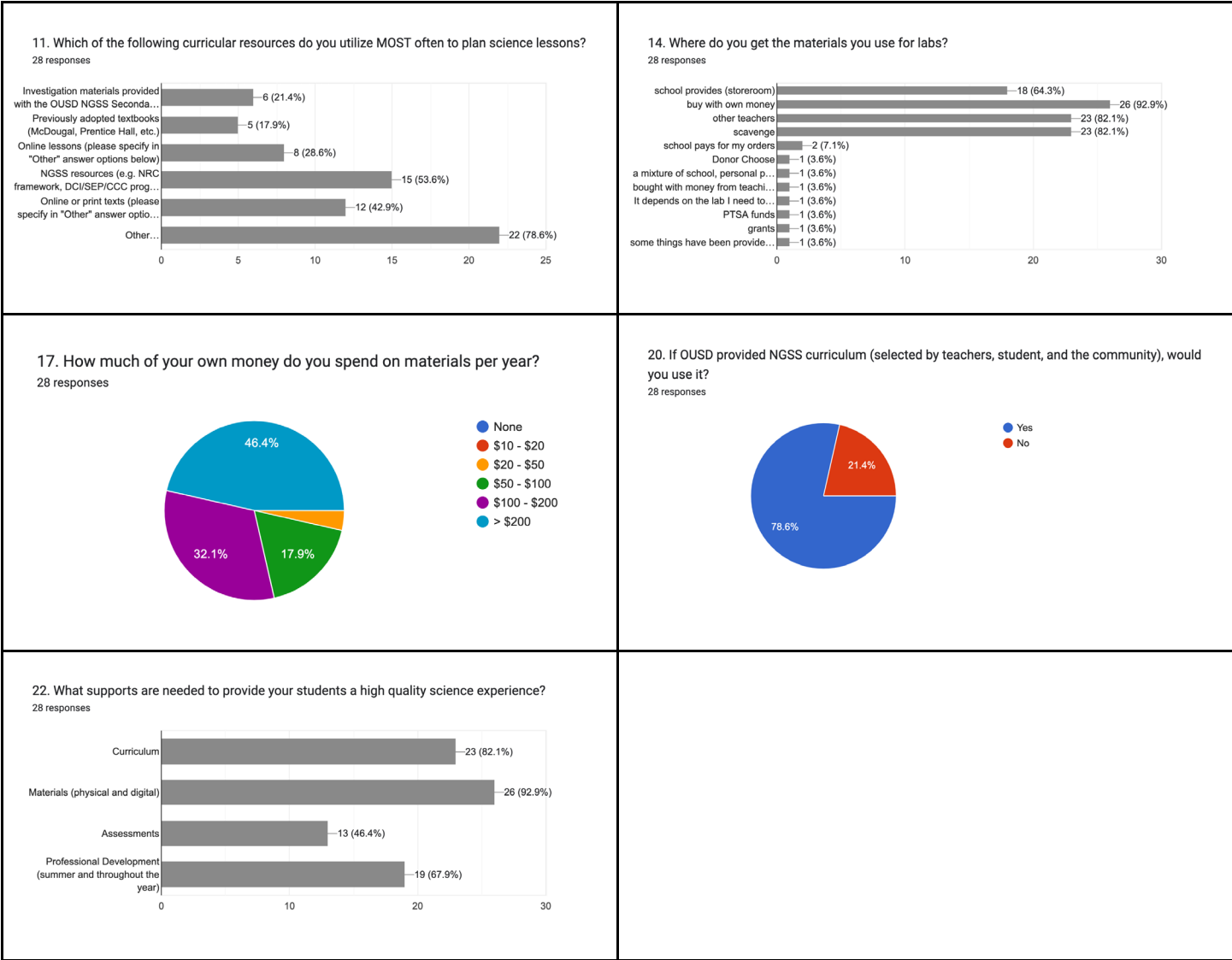
High Schools

High schools historically have purchased their own materials and equipment based on recommendations from adopted textbooks.

Materials the District Provided

Through grant funding, OUSD has develop curriculum that is aligned to the Next Generation Science Standards (NGSS). To support the implementation of this curriculum, the OUSD Secondary Science Department has purchased and given sites materials/equipment. Supplying sites with materials began in 2014-15 for grades 6-9 and only to sites piloting the curriculum. Materials were returned at the end of the school year. However, in 2015-16, materials were given to all middle schools to keep. High schools piloting the Bio9 curriculum also given materials to keep. At the end of 2015-16 school year, OUSD worked with Science Teacher Leaders to take inventory of materials/equipment at each site. Reference this [protocol](#) for how Science Teacher Leaders engaged in completing their [NGSS Curriculum Materials Site Inventory sheet](#). These inventory sheets were used to purchase materials for the following year. Essential materials/equipment to support the OUSD NGSS-aligned Curriculum were delivered to sites at the beginning of 2016-17 by the OUSD Secondary Science Department. Additional materials and equipment were provided throughout 2016-17 as curriculum was revised and developed.

Appendix C: [Teacher Need Survey Results](#) (summary of responses to key questions provided below)



Appendix D - Curriculum Review and Feedback form

NGSS Alignment	1 Not at all	2	3	4 Very much
Is there a clear Scope and Sequence or Concept Map that shows NGSS learning progressions?				
Does the curriculum provide experiences with phenomena that support deep conceptual learning?				
Does the curriculum have students discussing open-ended and driving questions?				
Does the curriculum provide opportunities for students to plan and carry out investigations ?				
Does the curriculum provide opportunities for students to analyze and interpret data ?				
Are Science & Engineering Practices (SEPs) , Disciplinary Core Ideas (DCIs), and Crosscutting Concepts (CCCs) woven together so that student tasks reflect the ways that scientists and other STEM professionals do and think about science?				

Language, Literacy, and Common Core Connections	1 Not at all	2	3	4 Very much
Does the curriculum include embedded supports for language use and development ?				
Are there frequent opportunities to write for a variety of purposes, such as collecting data, developing, using, and revising models, constructing explanations based on evidence, and reflecting on their learning?				
Does the curriculum have students gather multiple forms of evidence to generate explanations and claims ?				
Does the curriculum include frequent and multi-modal opportunities for students to engage in discussion and argumentation to make sense of data and deepen their understanding?				
Will students read complex text to deepen their understanding?				
Do the reading materials allow students to build on ideas from the activities and hands-on experiences?				
Does the curriculum provide support for mathematical thinking & data analysis ?				

Student Materials and Equity	1 Not at all	2	3	4 Very much
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Do the learning experiences hook into students' prior knowledge?				
Do the learning experiences seem relevant to the lives of the students you teach?				
Do the learning experiences allow for and support student access to information and expression of understanding in multiple ways?				
Do the materials reflect the diversity of our school communities?				
Are student materials available in languages other than English?				
Are there multiple entry points in which students can engage with the materials, (i.e. are there videos, visual organizers, or UDL adaptations that support student learning)?				
Does the curriculum include guidance for scaffolds to support students who may need them to access the content?				
Does the curriculum include tools and other materials representative of Biology and Life Science fields that support hands-on experiences?				
Does the curriculum include traditional tools of science (e.g. measuring devices) and common objects so that students can see opportunities for science in their everyday lives?				

Assessment	1 Not at all	2	3	4 Very much
Do the assessments (formative and summative) provide information about both conceptual understanding and skills (e.g. Science and Engineering Practices)?				
Is there guidance around the types of questions to pose for formative assessments and checks for understanding?				
Does the curriculum provide guidance for how to use the assessment data?				
Are the summative assessments easily administered?				
Are there provided rubrics to help evaluate key skills and understanding and provide feedback to students?				

Teacher Materials and Usability	1 Not at all	2	3	4 Very much
Are the teacher materials (print and digital) user-friendly?				
Do you think you could use the teacher materials without having had any training?				
Are the teacher materials available in languages other than English?				

Appendix E - Pilot Teacher Roster

School Site	Teacher	Classes	Notes
McClymonds HS	Steven Faivus	Physics	
Fremont HS	Rowan Driscoll	Physics, Biology	
Fremont HS	Louis Johnson	Physics	
Street Academy	Jim Shiffer	Physics, Biology	
Oakland HS	Steve Sue	Physics, Math	Field tester
MPA	Wannee Lewis	Physics, Earth Science	Received and reviewed materials; did not fully test or pilot
MetWest	Aaron McCray-Goldsmith	Physics, AP Physics	
Skyline HS	Wilmot Yeh	Physics	

Pilot overview: Building off the field testing that some of our teachers participated in from 2022 - 2024, we have continued exploring Open Sci Ed (OSE) as an option for adoption. This year, we utilized lessons and materials from the following unit:

- [Open Sci Ed - Physics, Unit 5¹](#) - Electromagnetic Radiation. You can access all materials from the shared folder or [bulk download](#) all materials from OpenSciEd's site (login required).

Unit overview and focal question:	
Electromagnetic Radiation - How do we use radiation in our lives and is it safe for humans?	
Focal Standards:	
HS-ESS2-4:	Use a model to describe how variations in the flow of energy into and out of Earth's systems result in changes in climate.
HS-PS2-5:	Plan and conduct an investigation to provide evidence that an electric current can produce a magnetic field and that a changing magnetic field can produce an electric current.
HS-PS4-1:	Use mathematical representations to support a claim regarding relationships among the frequency, wavelength, and speed of waves traveling in various media.
HS-PS4-2:	Evaluate questions about the advantages of using digital transmission and storage of information.
HS-PS4-3:	Evaluate the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other.
HS-PS4-4:	Evaluate the validity and reliability of claims in published materials of the effects that different frequencies of electromagnetic radiation have when absorbed by matter.
HS-PS4-5:	Communicate technical information about how some technological devices use the principles of wave behavior and wave interactions with matter to transmit and capture information and energy.*

¹ We'll pull from the [public version on OpenSciEd](#) for the pilot. If adopted, we'll partner with a publisher that will provide hard copy readers, formatted Teacher Editions, and online portal.

Additional information for adoption: The pilot provided us with a sample of materials and resources. Adopting would mean access to the full online portal and equipment/materials provided by a vendor approved by OSE. Below is a summary of what we will be provided. These reflect the packages put together by Carolina Biological Supply.

Kits
<p> Unit 1 - Energy Flow from Earth's Systems Unit 2 - Energy, Forces, and Earth's Crust Unit 3 - Collisions and Momentum Unit 4 - Meteors, Orbits, and Gravity Unit 5 - Electromagnetic Radiation Unit 6 - Stars and the Big Bang </p> <p><i>Note - enough materials to support 8 small groups per class; some kit materials will be adjusted slightly when packaged through Carolina</i></p>
Online materials
<ul style="list-style-type: none"> • Teacher edition (see sample of C. 3 unit) • Slides • Storyline progressions • Test bank <p>Access to Carolina's online portal (draft):</p> <ul style="list-style-type: none"> • URL: Carolina Biological Supply • Username: osehsreview@ousd.org • Password: password <p><i>Note - A number of items are still in draft form. Only Physics Unit 1 is available to review, but exploring items for chemistry and biology will give you an idea of how OSE materials have been formatted and adapted to the vendor's platform. Published version may include additional changes and will reflect any updates from Open Sci Ed</i></p>

Appendix G - OpenSci Ed/Carolina Biological price quotes

Y1 Cost

Carolina Biological Supply Co		Curriculum Sales Rep: Jeff Frates			
2700 York Rd, Burlington, NC 27215		Phone: 336-380-8647			
Call: 800.334.5551		Email: jeff.frates@carolina.com			
Fax: 800.222.7112		Date: 4/3/2025			
		#REF!			
Carolina™ Curriculum Estimate					
Prepared for: Oakland USD		Proposal Valid Through: 6/5/2025			
Contact Name: Christopher Junsay		Requested Delivery Date:			
District/School Name		Phone:			
Address		Email: christopher.junsay@ousd.org			
City, State, Zip					
Estimte Summary					
Complete Unit Kits		\$ 116,419.10			
Classroom Set of Lesson Manipulatives		(Included with each kit purchased)			
Refurbishment Vouchers		\$ 34,248.90			
Teacher Editions		\$ 14,483.10			
Student Editions		\$ 22,052.40			
Digital Resources		\$ 75,600.00			
Professional Learning		\$ 30,000.00			
Subtotal:		\$ 292,803.50			
Free-with-Order eMaterials:		\$ 19,195.20			
Free-with-Order Materials:		\$ 665.40			
Note: To ensure savings, please send order to sales rep listed above for processing.					
Total Savings:		\$ 19,860.60			
Shipping & Handling @ 10%:		\$ 15,362.00			
Tax @ 12%		\$ 36,979.86			
Quote Proposal Total:		\$ 345,145.36			
		State tax, if applicable, has not been factored into this proposal.			
Item #	Description	Type	Unit Price	Qty	Extended Price
Professional Development					
ProDev1	Professional Development (1 day/1 trainer)	PD	\$ 2,500.00	12	\$ 30,000.00
Carolina Certified Version OpenSciEd					
Physics					
P.1 Energy Flow from Earth's Systems					
116262	P.1 Energy Flow from Earth's Systems Carolina OpenSciEd Teacher Guide	TE	\$ 104.95	23	\$ 2,413.85
116263A	P.1 Energy Flow from Earth's Systems Carolina OpenSciEd Student Edition, 8/pk	SB	\$ 39.95	92	\$ 3,675.40
116261	P.1 Energy Flow from Earth's Systems Carolina OpenSciEd Materials 1-Class Kit (Non-Consumable + Consumable)	KIT	\$ 1,099.95	23	\$ 25,298.85
116264DV	P.1 Energy Flow from Earth's Systems Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 83.95	47	\$ 3,945.65
116266ETTPS	P.1 Energy Flow from Earth's Systems, 1-Class Digital Access, 6 Year License	DGTL	\$ 180.00	70	\$ 12,600.00
P.2 Energy, Forces, & Earth's Crust					
116322	P.2 Energy, Forces, & Earth's Crust Carolina OpenSciEd Teacher Guide	TE	\$ 104.95	23	\$ 2,413.85
116323A	P.2 Energy, Forces, & Earth's Crust Carolina OpenSciEd Student Edition, 8/pk	SB	\$ 39.95	92	\$ 3,675.40
116321	P.2 Energy, Forces, & Earth's Crust Carolina OpenSciEd Materials 1-Class Kit (Non-Consumable + Consumable)	KIT	\$ 824.95	23	\$ 18,973.85
116324DV	P.2 Energy, Forces, & Earth's Crust Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 124.95	47	\$ 5,872.65
116326ETTPS	P.2 Energy, Forces, & Earth's Crust, 1-Class Digital Access, 6 Year License	DGTL	\$ 180.00	70	\$ 12,600.00
P.3 Collisions & Momentum					

116382	P.3 Collisions & Momentum Carolina OpenSciEd Teacher Guide	TE	\$	104.95	23	\$	2,413.85
116383A	P.3 Collisions & Momentum Carolina OpenSciEd Student Edition, 8/pk	SB	\$	39.95	92	\$	3,675.40
116381	P.3 Collisions & Momentum Carolina OpenSciEd Materials 1-Class Kit (Non-Consumable + Consumable)	KIT	\$	1,159.95	23	\$	26,678.85
116384DV	P.3 Collisions & Momentum Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$	191.95	47	\$	9,021.65
116386ETTPS	P.3 Collisions & Momentum, 1-Class Digital Access, 6 Year License	DGTL	\$	180.00	70	\$	12,600.00
.	P.4 Meteors, Orbits, & Gravity						
116442	P.4 Meteors, Orbits, & Gravity Carolina OpenSciEd Teacher Guide	TE	\$	104.95	23	\$	2,413.85
116443A	P.4 Meteors, Orbits, & Gravity Carolina OpenSciEd Student Edition, 8/pk	SB	\$	39.95	92	\$	3,675.40
116441	P.4 Meteors, Orbits, & Gravity Carolina OpenSciEd Materials 1-Class Kit (Non-Consumable + Consumable)	KIT	\$	1,100.95	23	\$	25,321.85
16444DV	P.4 Meteors, Orbits, & Gravity Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$	185.95	47	\$	8,739.65
116446ETTPS	P.4 Meteors, Orbits, & Gravity, 1-Class Digital Access, 6 Year License	DGTL	\$	180.00	70	\$	12,600.00
.	P.5 Electromagnetic Radiation						
116502	P.5 Electromagnetic Radiation Carolina OpenSciEd Teacher Guide	TE	\$	104.95	23	\$	2,413.85
116503A	P.5 Electromagnetic Radiation Carolina OpenSciEd Student Edition, 8/pk	SB	\$	39.95	92	\$	3,675.40
116501	P.5 Electromagnetic Radiation Carolina OpenSciEd Materials 1-Class Kit (Non-Consumable + Consumable)	KIT	\$	715.95	23	\$	16,466.85
116504DV	P.5 Electromagnetic Radiation Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$	73.95	47	\$	3,475.65
116506ETTPS	P.5 Electromagnetic Radiation, 1-Class Digital Access, 6 Year License	DGTL	\$	180.00	70	\$	12,600.00
.	P.6 Stars & the Big Bang						
116522	P.6 Stars & the Big Bang Carolina OpenSciEd Teacher Guide	TE	\$	104.95	23	\$	2,413.85
116523A	P.6 Stars & the Big Bang Carolina OpenSciEd Student Edition, 8/pk	SB	\$	39.95	92	\$	3,675.40
116521	P.6 Stars & the Big Bang Carolina OpenSciEd Materials 1-Class Kit (Non-Consumable + Consumable)	KIT	\$	159.95	23	\$	3,678.85
116524DV	P.6 Stars & the Big Bang Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$	67.95	47	\$	3,193.65
116526ETTPS	P.6 Stars & the Big Bang, 1-Class Digital Access, 6 Year License	DGTL	\$	180.00	70	\$	12,600.00

Physics Subtotal **\$** **262,803.50**

With purchase of the above materials you will receive the following at no charge.

	Description	Unit Value	Qty	Extended Value
	P.1 Carolina OpenSciEd Teacher Technology Package	\$ 199.95	16	\$ 3,199.20
	P.2 Carolina OpenSciEd Teacher Technology Package	\$ 199.95	16	\$ 3,199.20
	P.3 Carolina OpenSciEd Teacher Technology Package	\$ 199.95	16	\$ 3,199.20
	P.4 Carolina OpenSciEd Teacher Technology Package	\$ 199.95	16	\$ 3,199.20
	P.5 Carolina OpenSciEd Teacher Technology Package	\$ 199.95	16	\$ 3,199.20
	P.6 Carolina OpenSciEd Teacher Technology Package	\$ 199.95	16	\$ 3,199.20
116262	P.1 Energy Flow from Earth's Systems Carolina OpenSciEd Teacher Guide	\$ 104.95	1	\$ 104.95
116263	P.1 Energy Flow from Earth's Systems Carolina OpenSciEd Student Edition, Each	\$ 5.95	1	\$ 5.95
116322	P.2 Energy, Forces, & Earth's Crust Carolina OpenSciEd Teacher Guide	\$ 104.95	1	\$ 104.95
116323	P.2 Energy, Forces, & Earth's Crust Carolina OpenSciEd Student Edition, Each	\$ 5.95	1	\$ 5.95
116382	P.3 Collisions & Momentum Carolina OpenSciEd Teacher Guide	\$ 104.95	1	\$ 104.95
116383	P.3 Collisions & Momentum Student Edition, Each	\$ 5.95	1	\$ 5.95
116442	P.4 Meteors, Orbits, & Gravity Carolina OpenSciEd Teacher Guide	\$ 104.95	1	\$ 104.95
116443	P.4 Meteors, Orbits, & Gravity Student Edition, Each	\$ 5.95	1	\$ 5.95
116502	P.5 Electromagnetic Radiation Carolina OpenSciEd Teacher Guide	\$ 104.95	1	\$ 104.95
116503	P.5 Electromagnetic Radiation Student Edition, Each	\$ 5.95	1	\$ 5.95
116522	P.6 Stars & the Big Bang Carolina OpenSciEd Teacher Guide	\$ 104.95	1	\$ 104.95
116523	P.6 Stars & the Big Bang Student Edition, Each	\$ 5.95	1	\$ 5.95

Notes:

Annual refurbishment

Carolina Biological Supply Co	Curriculum Sales Rep: Jeff Frates
2700 York Rd, Burlington, NC 27215	Phone: 336-380-8647
Call: 800.334.5551	Email: jeff.frates@carolina.com
Fax: 800.222.7112	Date: 4/3/2025 #REF!

Carolina™ Curriculum Estimate

Prepared for: Oakland USD	Proposal Valid Through: 6/5/2025
Contact Name: Christopher Junsay	Requested Delivery Date:
District/School Name	Phone:
Address	Email: christopher.junsay@ousd.org
City, State, Zip	

Estimte Summary

Refurbishment Vouchers	\$	51,009.00
Subtotal:	\$	51,009.00
Tax @ 12%:	\$	6,121.08
Quote Proposal Total:	\$	57,130.08

State tax, if applicable, has not been factored into this proposal.

Item #	Description	Type	Unit Price	Qty	Extended Price
Physics					
P.1 Energy Flow from Earth's Systems					
116264DV	P.1 Energy Flow from Earth's Systems Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 83.95	70	\$ 5,876.50
P.2 Energy, Forces, & Earth's Crust					
116324DV	P.2 Energy, Forces, & Earth's Crust Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 124.95	70	\$ 8,746.50
P.3 Collisions & Momentum					
116384DV	P.3 Collisions & Momentum Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 191.95	70	\$ 13,436.50
P.4 Meteors, Orbits, & Gravity					
116444DV	P.4 Meteors, Orbits, & Gravity Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 185.95	70	\$ 13,016.50
P.5 Electromagnetic Radiation					
116504DV	P.5 Electromagnetic Radiation Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 73.95	70	\$ 5,176.50
P.6 Stars & the Big Bang					
116524DV	P.6 Stars & the Big Bang Carolina OpenSciEd 1-Class Refurbishment Voucher	VRFB	\$ 67.95	70	\$ 4,756.50
Physics Subtotal				\$	51,009.00

Notes:

- Technology packages included with order provide teacher access to titles listed above Carolina Science Online. Additional technology integration and support services are available.
- Digital resource purchases and prepaid coupons such as vouchers and living material cards are non-refundable and are not redeemable for cash or credit. Vouchers do not expire and are redeemable only for the specific merchandise identified on the prepaid coupon or voucher.

Attachment B:

High School Physics

Budget Proposal for

Instructional Materials

Oakland Unified School District

April 2025

Summary Table: Years 1-3, 2025-2028

Year	Summary of Materials to be Purchased	Costs
2025-26	Student Editions Teacher Editions Digital Resources Complete Unit Kits (<i>vouchers for kits in progress</i>) Est. tax + shipping	\$345, 145.36
2026-27	Kit and consumables refurbishment	\$57, 130.08
2027-28	Kit and consumables refurbishment	\$57, 130.08
	TOTAL =	\$459, 405.52

Budget Proposal for 2025-26

OpenSci Ed: Physics Curriculum Implementation	
Instructional Material	Total Cost
Student editions	22, 052.40
Teacher editions	14, 483.10
Digital resources	75, 600.00
Complete unit kits	116, 419.10
Vouchers for items in production	34, 248.90
Professional Learning	30, 000.00
SUB TOTAL	292, 803.50
Estimated Tax + Shipping	\$52, 341.86
2025-26 TOTAL	\$345, 145.36

Budget Proposal for 2026 - 2027

OpenSci Ed: Physics Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Unit 1 full refurbishment kit	70	\$83.95	\$5876.50
Unit 2 full refurbishment kit	70	\$124.26	\$8698.48
Unit 3 full refurbishment kit	70	\$191.46	\$13, 402.48
Unit 4 full refurbishment kit	70	\$180.26	\$12, 618.48
Unit 5 full refurbishment kit	70	\$73.86	\$5170.48
Unit 6 full refurbishment kit	70	\$67.95	\$4756.5
SUB TOTAL			\$51, 009.00
Estimated Tax + Shipping			\$6121.08

			2026-27 TOTAL	\$57, 130.08
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Budget Proposal for 2027 - 2028

OpenSci Ed: Physics Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Unit 1 full refurbishment kit	70	\$83.95	\$5876.50
Unit 2 full refurbishment kit	70	\$124.26	\$8698.48
Unit 3 full refurbishment kit	70	\$191.46	\$13, 402.48
Unit 4 full refurbishment kit	70	\$180.26	\$12, 618.48
Unit 5 full refurbishment kit	70	\$73.86	\$5170.48
Unit 6 full refurbishment kit	70	\$67.95	\$4756.5
SUB TOTAL			\$51, 009.00
Estimated Tax + Shipping			\$6121.08
2026-27 TOTAL			\$57, 130.08

Attachment C:
High School Physics Budget Proposal for
Ongoing Professional Learning

Oakland Unified School District

April 2025

Summary Table: Years 1-3, 2025 - 2028

Year	Summary of Professional Learning Offerings	Costs
2025-26	Vendor provided professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$32, 000 (includes \$20,000 cost for vendor provided training)
2026-27	Vendor provided professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$26, 000 (includes \$20,000 cost for vendor provided training)
2027-28	Vendor provided professional Learning Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$23, 000 (includes \$20,000 cost for vendor provided training)
	Cost for direct vendor provided training	\$60, 000
	OUSD costs for teacher stipends	\$21, 000
	TOTAL =	\$81, 000

Budget Proposal for 2025 - 2026

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
July/August 2025: Focused Curriculum training	Prepare physics teachers to implement the new curriculum in 2025-26; technical + instructional support	2 sessions 20 Teachers	\$5000/session + \$6,000/session Teacher Stipends: \$50/hour x 6 hrs = \$300 per person	\$22,000 (\$10,000 OSE/Carolina cost)
July/August 2025: Training embedded in 9-12 Standards & Equity Institutes	Prepare physics teachers to implement new curriculum in 2025-26 with fundamental mindsets and practices that will support their implementation of curriculum in future years.	2 sessions 20 teachers	Teacher Stipends + \$5,000/session for PL facilitators <i>*teacher stipend costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	\$10,000
Professional Learning Days in September and January: Cross-site collaboration facilitated by HS Science Coordinator	Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse, equitable participation.	20 teachers and leads	\$0	\$0
2025 - 26: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	20 teachers and leads	\$0	\$0
TOTAL				\$32,000

Budget Proposal for 2026-27

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
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July/August 2026: Focused Curriculum training	Follow-up with physics teachers to implement the new curriculum in 2026-27; technical + instructional support	2 sessions 10 Teachers	\$5000/session + \$3000/session Teacher Stipends: \$50/hour x 6 hrs = \$300 per person	\$16,000 (\$10,000 OSE/Carolina cost)
July/August 2026: Training embedded in 9-12 Standards & Equity Institutes	Prepare Physics teachers to implement new curriculum in 2025-26. Prepare teachers with fundamental mindsets and practices that will support their implementation of curriculum in future years.	2 sessions 10 Teachers	Teacher Stipends + cost of PL facilitators <i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	\$10,000
Professional Learning Days in September and January: Cross-site collaboration facilitated by HS Science Coordinator	Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse, equitable participation.	20 Teachers and Leads	\$0	\$0
2024 - 25: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	20 Teachers and Leads	\$0	\$0
TOTAL				\$26, 000

Budget Proposal for 2027-28

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
July/August 2027: Focused Curriculum training	Follow-up with physics teachers to implement the new curriculum in 2027-28; technical + instructional support	2 session 5 Teachers	\$5000/session + \$1500/session Teacher Stipends: \$50/hour x 6 hrs = \$300 per person	\$13, 000 (\$10,000 OSE/Carolina costs)
July/August 2027: Training embedded in 9-12 Standards & Equity Institutes	Prepare physics teachers to implement new curriculum in 2027-28. Prepare teachers with fundamental mindsets and practices that will	5 teachers	Teacher Stipends + cost of PL facilitators <i>*These costs are already reflected in</i>	\$10,000

	support their implementation of curriculum in future years.		<i>annual planning for summer Standards and Equity institutes.</i>	
Professional Learning Days in September and January: Cross-site collaboration facilitated by HS Science Coordinator	Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse, equitable participation, and AP prep	20 teachers and leads	\$0	\$0
2024 - 25: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	20 teachers and leads	\$0	\$0
TOTAL				\$23, 000

Legislative File Info.	
File ID Number:	25-1023
Introduction Date:	6/17/25
Enactment Number:	
Enactment Date:	

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
NO. 2425-0218**

Curriculum Adoption for High School Physics

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

WHEREAS, the State Board of Education (SBE) has approved standards for curriculum, certain curriculum frameworks, and has approved a list of basic instructional materials for use in grades 9-12;

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

WHEREAS, the Governing Board shall select instructional materials for grades 9-12 upon determining that the materials are:

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

Legislative File Info.	
File ID Number:	25-1023
Introduction Date:	6/17/25
Enactment Number:	
Enactment Date:	

- Meet high publishing standards in terms of the quality, durability and appearance of paper, binding, text and graphics;
- Upon adoption of standards by the SBE, not exceed maximum textbook weight standards;
- Meet the standards for social content that portray in a realistic manner democratic values, cultural pluralism, and the diversity of the state's population, and emphasize people in varied, positive, and contributing roles;

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

- *OpenSci Ed: Physics (Carolina Certified Edition, Carolina Biological Supply Co.)*

WHEREAS, expenditures, pursuant to an Agreement by and between the District and Carolina Biological Supply Co. shall not exceed the total amount of \$519,405.52, for the period July 1, 2025 to June 30, 2028, for the purchase of Physics materials related thereto;

NOW , THEREFORE, BE IT RESOLVED that the Board of Education hereby finds that Carolina Biological Supply Co.'s instructional materials meet the standards for adoption and hereby selects OpenSci Ed: Physics for use in District schools.

BE IT FURTHER RESOLVED that the Board approves the Services Agreement by and between the District and Carolina Biological Supply Co. This shall not exceed the total amount of \$519,405.52, for the period July 1, 2025 to June 30, 2028, for the purchase of OpenSci Ed: Physics (Carolina Certified Edition) materials.

Passed by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSE:

Legislative File Info.	
File ID Number:	25-1023
Introduction Date:	6/17/25
Enactment Number:	
Enactment Date:	

ABSENT:

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on June 25, 2025

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
President, Board of Education

Kyla Johnson-Trammell
Secretary, Board of Education



SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing

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

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, 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. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

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

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under 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 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.

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

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

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

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire.

OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

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

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

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. Health and Safety Orders and Requirements; Site Closures.

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES

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

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

21. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

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

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

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

24. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the 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.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

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

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

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


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

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Thomas Guetling

Signature: 

Position: Director of Curriculum Sales

Date: 05-27-2025

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

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

☐ Board President (for approvals)

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

Name: Kyla Johnson-Trammell

Signature: _____

Position: Superintendent and Secretary, Board of Education

Date: _____

Template Approved as to form by OUSD Legal Department

Approve as to form:



Jenine Lindsey, General Counsel

Date: 5/28/2025

**SERVICES AGREEMENT
EXHIBIT A**

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

VENDOR: Carolina Biological Supply Co.

1. **Services.** Describe the SERVICES VENDOR will provide: instructional materials which includes: student and teacher licenses to their online portal, printed resources, and digital and full-length texts for Open Sci-Ed: Physics-Carolina Certified Edition . If requested, professional learning can also be provided.

2. **Term.**

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

Start Date: July 1, 2025

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

End date: June 30, 2028

3. **Compensation.**

- a. The basis for payment to VENDOR shall be:

- ☐ Hourly Rate: _____ per hour
☐ Daily Rate: _____ per day
☐ Weekly Rate: _____ per week
☐ Monthly Rate: _____ per month
☐ Per Student Served Rate: _____ per student served
☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): Vendor pay schedule based on intial quotes are attached.

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

Not-To-Exceed Amount: \$519, 405.52

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: Carolina Biological Supply Co.

Address: 2700 York Road

City, ST Zip: Burlington, NC 27215

Phone: 800.334.5551

Email: jeff.frates@carolina.com

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

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

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- ☐ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

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

- ☐ Yes, the SERVICES would be able to continue as described herein.
- ☐ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

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

Year	Summary of Materials to be Purchased	Costs
2025-26	Student Editions Teacher Editions Digital Resources Complete Unit Kits (<i>vouchers for kits in progress</i>) Professional Learning Shipping/Tax	\$345, 145.36
2026-27	Kit and consumables refurbishment	\$57, 130.08
2027-28	Kit and consumables refurbishment	\$57, 130.08
	TOTAL =	\$459, 405.52

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

Year	Summary of Professional Learning Offerings	Costs
2025-26	Vendor provided professional Learning during the following: Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$20, 000
2026-27	Vendor provided professional Learning during the following: Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$20, 000
2027-28	Vendor provided professional Learning during the following: Standards & Equity Institute Foundational Curriculum Training Monthly 2nd Wednesday Series September & January PD Days	\$20, 000
	Total cost for direct vendor provided training	\$60, 000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2025

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 Marsh & McLennan Agency LLC 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612	CONTACT NAME: Carrie Fowler, CISR PHONE (A/C No. Ext): 919-786-5673 E-MAIL ADDRESS: macertrequest@marshmma.com FAX (A/C, No): 212-948-9258												
INSURED Carolina Biological Supply Company 2700 York Road Burlington NC 27215	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Travelers Cas & Surety Co of America</td><td>NAIC # 31194</td></tr><tr><td>INSURER B: Travelers Prop & Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C: Travelers Casualty Ins Co of America</td><td>19046</td></tr><tr><td>INSURER D: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER E: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Travelers Cas & Surety Co of America	NAIC # 31194	INSURER B: Travelers Prop & Casualty Co of America	25674	INSURER C: Travelers Casualty Ins Co of America	19046	INSURER D: Travelers Indemnity Company	25658	INSURER E: Phoenix Insurance Company	25623	INSURER F:	
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INSURER E: Phoenix Insurance Company	25623												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 380911476**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
E	<input checked="" type="checkbox"/> 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6306X704930	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8106X704813	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ n			CUP7X636256	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	UB6X737961	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			107791629	3/1/2025	3/1/2026	\$5,000,000 Limit \$50,000 Retention

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

CERTIFICATE HOLDER

Oakland Unified School District
1011 Union Street
Oakland, CA 94607

CANCELLATION

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

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