

Board Office Use: Legislative File Info.	
File ID Number	18-1708
Introduction Date	9/12/18
Enactment Number	18-1483
Enactment Date	9/12/18 If



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
 Sondra Aguilera, Sr. Deputy Chief  
 Brenda Tuohy, STEM Director

**Board Meeting Date** September 12, 2018

**Subject** Amendment No. 1 - Adoption of History Instructional Materials for Grades 6-8 (contractor) - Science Department/Academics and Instructional Innovation Department (site/department)

**Action Requested** Approve Amendment No. 1 of (a) Adoption of myWorld Interactive history curriculum (published by Pearson Education, Inc.) for grades 6-8 and (b) Agreement with Pearson Education, Inc. for the period May 23, 2018 - June 30, 2020 in an amount not to exceed a total of \$1,058,584.55 for the purchase of instructional materials and professional learning related thereto.

**Background** In 2016, the State Board of Education adopted the History-Social Sciences Framework, which outlined some significant changes to the expectations for history teaching and learning. These shifts are grounded in four areas: content, inquiry, literacy, and citizenship. Over the next 2 years, we will update our instructional materials and build the capacity of history teachers to meet these new demands. We will begin with grades 6-8 this year for two reasons: 1) these grade levels demonstrated a readiness to engage in the piloting and adoption process, and 2) the State engaged in an adoption process for K-8 history-social science materials in 2017. This amendment is to correct the payment schedule for this agreement.

**Discussion** Approval by the Board of Education of Amendment No. 1 of the Adoption of History Instructional Materials for Grades 6-8 and the Agreement resulting from the District's adoption of the curriculum that began May 23, 2018, in order to immediately place the required order(s) for materials to ensure availability to students prior to the beginning of the 2018/2019 school year; Pearson Education, Inc. has agreed to correct the District's pay schedule, revised from two payments to three installments for all of the materials ordered, for a total amount not to exceed \$1,058,584.55, for the period of May 23, 2018 through June 30, 2020. All other terms and conditions of the agreement remain in full force and effect.

**Recommendation** Approve (a) Adoption of myWorld Interactive history curriculum (published by Pearson Education, Inc.) for grades 6-8 and (b) Agreement with Pearson Education, Inc for the period May 23, 2018 - June 30, 2020 in an amount not to exceed a total of \$1,058,584.55 for the purchase of instructional materials and professional learning related thereto.



**Fiscal Impact**

Funding Source: Instructional Materials Funds K-8 and the funding source for the professional development, beyond what is provided by the publisher, is Non-Labor. Total amount not to exceed \$1,058,584.55.

Payment #	Amount	Due Date
1	\$352,861.52	9/30/2018
2	\$352,861.52	9/30/2019
3	\$352,861.52	9/30/2020



**ACADEMICS AND INSTRUCTIONAL INNOVATION**

Pearson Education, Inc.  
3075 W Ray Rd, Ste 200  
MS-220  
Chandler, AZ 85226

To Whom It May Concern:

Oakland Unified School District is writing this letter concerning the District's order for MyWorld Interactive. The total amount of our order is \$1,058,584.55 for the products, support and/or services set forth on the attached quotation (the "Quotation"). The District understands that Pearson has agreed to allow the District to pay this total amount, as follows:

Payment #	Amount	Due Date
1	\$352,861.52	9/30/2018
2	\$352,861.52	9/30/2019
3	\$352,861.52	9/30/2020

At this time, due to our encumbrance rules, the District is able to provide a purchase order only for the initial payment of \$352,861.52. However, by this letter and the accompanying amendment to the agreement between Oakland Unified School District and Pearson Education, the District confirms its order in the full amount set forth above for the items set forth in the Quotation, and the District represents that it will seek an appropriation of funds to cover all future payments described above.

Further, the District acknowledges and agrees that if, for any reason, the District does not appropriate funds to cover the future payments described above or otherwise fails to pay any of the amounts set forth above by the applicable due date, then: (i) Pearson may immediately suspend any further shipments of any printed materials or other tangible items that the District would otherwise have been entitled to receive pursuant to the Quotation; (ii) Pearson may immediately terminate the District's access to any software or digital content included with the products and services comprising the Quotation, including terminating access to any website through which Pearson delivers any such digital materials and requiring the District to remove all software or digital content supplied by Pearson pursuant to the Quotation from the District's computer systems; (iii) Pearson shall be relieved of any obligation to provide technical support, professional development or other services that the District would otherwise have been entitled to receive pursuant to the Quotation; and (iv) Pearson shall be entitled to retain all amounts previously paid under the payment arrangement.

Please feel free to contact me if you have any questions concerning this letter.

Sincerely,

Sondra Aguilera  
Chief Academic Officer  
Oakland Unified School District  
Office: 510.879.4289  
Fax: 510.879.3687

**RESOLUTION OF THE  
BOARD OF EDUCATION OF  
THE OAKLAND UNIFIED  
SCHOOL DISTRICT  
RESOLUTION NO. 1718-  
0190A**

**Amendment, Selection and Purchase of Instructional Materials History and Social Science, Grades 6-8**

**WHEREAS**, the Board of Education adopted Resolution No. 1718-0190, Selection and Purchase of Instructional Materials [History and Social Science, Grades 6-8] (Legislative File No. 18-0977; Enactment No. 18-0953) on June 6, 2018; and,

**WHEREAS**, the Resolution approved Agreement for the purchase of said Instructional Materials from Pearson Education, Inc., Chandler, AZ, at a not to exceed cost of \$1,058,584.55, over the period May 23, 2018 through June 30, 2020, with the District paying the purchase price in two installments; and,

**WHEREAS**, the District and Pearson Education, Inc., have mutually agreed the District may make the purchase price payment in three installments, at no additional cost,

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education, approves Amendment No. 1, Agreement with Pearson Education, Inc., permitting District to pay said purchase price, in three installments (rather than two), as delineated in revised Article 7 of Agreement, with all other terms and conditions of the Agreement remaining in full force and effect.

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: Student Director Josue Chavez

PREFERENTIAL RECUSE: None

AYES: Jody London, Nina Senn, Roseann Torres, Shanthi Gonzales, James Harris,  
Vice President Jumoke Hinton Hodge and President Aimee Eng

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: None

## 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 September 12, 2018.

<b>Legislative File Info.</b>	
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### OAKLAND UNIFIED SCHOOL DISTRICT



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Aimee Eng  
President, Board of Education



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Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

**AMENDMENT NO. 1 TO THE PURCHASE AGREEMENT FOR  
MYWORLD INTERACTIVE MATERIALS, SUPPLIES AND EQUIPMENT  
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND  
PEARSON EDUCATION, INC**

This Amendment No. 1 is entered into by and between Oakland Unified School District (“District”), and Pearson Education, Inc. (“Pearson” or “Contractor”) (collectively, the “Parties”).

**RECITALS**

1. WHEREAS, the District and Pearson entered into a purchase agreement effective June 6, 2018 (OUSD Enactment No. 18-0953) (“Agreement”), a true and correct copy of which is attached hereto as Exhibit A.
2. WHEREAS, the Parties intend to alter the schedule of payments by the District to Pearson under Article 7 of the Agreement.
3. The foregoing recitals are agreed to by the Parties.

**TERMS AND CONDITIONS**

1. Amendment to Article 7 of the Agreement – The following existing language of Article 7 of the Agreement (“Subject to reconciliation with the terms of this Agreement and the Order, including verification that the Product was delivered, the invoice shall be paid (“paid” being defined as “issuance of payment from District’s Accounts Payable Department”) net thirty (30) days after receipt of a valid invoice at the above referenced remit-to address”) is amended and revised by the following language:
  - a. “The Parties hereby agree that the District may pay Contractor an initial installment payment of \$352,861.52 no later than September 15, 2018; and may pay Contractor a second installment payment of \$352,861.52 no later than September 30, 2019; and may pay Contractor a third installment payment of \$352,861.52 no later than September 30, 2020 for the initial Order for Products that the District placed when it adopted the myWorld Interactive History Curriculum.”
3. Extension of Prior Terms and Conditions – All other terms and conditions embodied in the Agreement otherwise remain unchanged.
4. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** – The District and Pearson certify to the best of their knowledge and belief that the District’s, Pearson’s, and their respective principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or

contractor according to Federal Acquisition Regulation Subpart 9.4, and by signing this Amendment No. 1 to the Agreement, verify that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov>.

5. Integration of Agreement and Amendment No. 1 – All understandings, agreements, covenants, and representations, express or implied, oral or written, between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Amendment No. 1. This is an integrated Amendment No. 1. It may not be altered, modified or otherwise changed in any respect except in a writing signed by the District and Pearson.

Dated: \_\_\_\_\_

**Pearson Education, Inc.**

By: \_\_\_\_\_

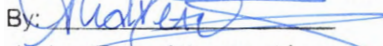
Dated: \_\_\_\_\_

**Oakland Unified School District**

By: \_\_\_\_\_  
Aimee Eng, Board President

By: \_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
& Board Secretary

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:   
Andrea Epps, Attorney at Law

8.2.18

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Enactment Date	6/6/18 er



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

Purchase Agreement for  
Materials, Supplies and Equipment  
between  
Oakland Unified School District  
and  
Pearson Education Inc.



## Oakland Unified School District Purchase Agreement Table of Contents

This Agreement, made this 23rd day of May 2018 (the "Effective Date"), together with the Exhibits attached hereto and incorporated herein which may be added hereto from time to time by mutual written agreement of the Parties (collectively, the "Agreement"), by and between Oakland Unified School District, a California public entity, having an office and place of business at 1000 Broadway, Oakland, CA 94607 ("District"), and Pearson Education Inc., having an office and place of business at P.O. Box 6820, Chandler, AZ 85246 ("Contractor") (hereinafter collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, Contractor is in the business of, and has expertise in, providing Products and Services as hereinafter described; and

WHEREAS, District organized instructional review committees to review instructional materials for potential use in District schools and found Pearson Education, Inc. *myWorld Interactive* which includes: *Ancient Civilizations* for 6th grade; *Medieval and Early Modern Times* in 7th Grade; and *American History to 1914* in 8th grade to meet State standards for adoption; and

WHEREAS, District wishes to obtain through Contractor and Contractor wishes to provide to District such Products and Services.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

### Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires. Additional definitions may be contained elsewhere in this Agreement.

- A. "Affiliate" means any entity which controls, is controlled by or is under common control with one of the Parties to this Agreement. "Control" or "Controlled" means beneficial ownership (direct or indirect) of the subject entity.
- B. "Commercially Reasonable" means taking all such steps and performing in such a manner as a well-managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- C. "Deliverables" means those products, reports, documentation, and schedules to be developed and provided by Contractor to District in regard to the Services provided by Contractor hereunder.
- D. "Products" means collectively curriculum and/or education materials, whether in hard copy or electronic format.
- E. "Services" means the services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing Deliverables identified in an Order
- F. "Site" means the facility or office or other location, as designated in this Agreement or the Order, for which the Product and/or Deliverable is to be delivered.
- G. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or Deliverables pursuant to this Agreement. Order shall also include District's written or electronic form of purchase requisition.

### Article 2 - Rules of Interpretation

- A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.
- B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.
- C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience/reference and have no effect on the nature, extent, construction and meaning of this Agreement.
- D. In the event of any inconsistency between the provisions of the following documents, (a) unless such inconsistency relates to modification to the Indemnification, Rights in Deliverables, Representations and Warranties, or Limitations of Liability Articles herein, in which case such modification must specifically state that it is amending this Agreement as so stated, (b) the inconsistency shall be resolved by giving precedence in the following order:

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1. The Order;
2. Documents incorporated into the Order in the order in which they are listed;
3. Amendments to this Agreement, if any;
4. This Agreement; and
5. Documents incorporated into this Agreement in the order in which they are listed.

This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to this Agreement.

- E. If copies of documents are referenced or incorporated in this Agreement, they shall be considered originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Documents that are referenced shall have the same force and effect as if contained in their entirety.
- F. Notwithstanding the general rules of construction, both District and Contractor acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

### **Article 3 - Attachments**

The following documents are attached and are hereby incorporated into this Agreement by reference:

- A. History Adoption Goals for 2016-2020
- B. Pearson 6-8 Vendor Quote for myWorld Interactive Curriculum
- C. Evaluation Rubric for 6-8 Pearson
- D. Budget Proposal for Ongoing Professional Learning
- E. Complete List of History Curriculum Pilot and Adoption Guidelines

### **Article 4 - Term of Agreement and Not to Exceed Amount**

This Agreement shall be effective on the Effective Date and continue in effect until June 30, 2020, unless otherwise mutually extended in writing by the Parties, or if terminated in accordance with this Agreement. Further, all purchases made by the District from Contractor under this Agreement (and related Orders) shall not exceed \$1,058,584.55 during the term of the Agreement, including all fees and taxes. Contractor agrees and understands that any Orders that would be subject to this Agreement that are accepted and fulfilled by Contractor that cumulatively exceed the not to exceed amount of this Agreement are void as a matter of law and Contractor will not be entitled to any payment or remuneration whatsoever for accepting and fulfilling said Orders.

### **Article 5 - Scope of Agreement, Order**

- A. This Agreement is not a commitment on the part of the District to purchase Product from Contractor. Product will be purchased on an "as ordered" basis through the execution of one or more Orders, directing Contractor to deliver the Product, if any, for the benefit of the District.
- B. The Product and any Deliverables to be provided shall be determined in such Order, including all attachments thereto. Each Order that refers to this Agreement shall be deemed a separate agreement that incorporates the terms and conditions of this Agreement by reference.
- C. Any Order issued hereunder shall, at a minimum, contain the following:
  6. The incorporation by reference of this Agreement;
  7. The location where Product will be delivered;
  8. A detailed description of the Product, including, but not limited to, SKU, Manufacturer's item number, and any applicable designation and/or specifications which will avoid confusion regarding the Product to be delivered;
  9. A detailed description of Deliverable(s) to be provided by Contractor;
  10. Price, including any applicable fees and sales tax, and payment terms;
  11. The scheduled delivery date;

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12. Contractor shall not be required to deliver any Product and/or Deliverable unless and until an Order has been provided to Contractor.
- D. If notice of rejection of an Order is not received by District within two (2) business days from the date of its receipt by Contractor, then such Order shall be deemed to have been accepted by Contractor.

### Article 6 - Rights in Deliverables

- A. Unless otherwise specifically agreed to in an Order or as set forth in Attachment B, any and all Deliverables created, developed, or prepared by Contractor, its employees or Subcontractors shall be deemed a "work for hire" for the sole benefit of and belonging exclusively to District. All other intellectual property rights and other proprietary rights in and to the Services, and information, know-how and processes developed by Contractor, or anyone acting on Contractor's behalf, arising from the Services performed hereunder shall be the sole and exclusive property of Contractor and shall not be claimed to be owned by District or their employees.
- A. To the extent any Deliverable is not deemed a "work for hire" by operation of law, Contractor hereby irrevocably assigns, transfers and conveys to District all of its right, title and interest in all Deliverables under the Order, including, but not limited to, all rights of patent, copyright, trade secret or other proprietary rights in such Deliverable.
- B. Contractor shall provide to District all Commercially Reasonable assistance, execute such documents, and take all such other actions which may be reasonably required to perfect the foregoing rights to the Deliverable.
- C. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

### Article 7 - Invoicing, Terms of Payment, Price and Tax

All invoices shall be submitted to the remit-to address specified in an Order, submitted as specified in this Agreement, and shall reference the Order number.

Subject to reconciliation with the terms of this Agreement and the Order, including verification that the Product was delivered, the invoice shall be paid ("paid" being defined as "issuance of payment from District's Accounts Payable Department") net thirty (30) days after receipt of a valid invoice at the above referenced remit-to address.

- B. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, District will promptly notify Contractor of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice and paid net fifteen (15) days thereafter

Invoices shall call for payments in U.S. Dollars, and shall accurately reflect the amount(s) of the Price set forth in the Order.

#### *Price*

The price specified in the Order for the Product shall consist of cost, including all other fees and sales tax that apply to said cost.

#### *Tax*

At District's request, Contractor will, to a Commercially Reasonable extent, file any certificate or other document which may cause any tax to be avoided or reduced, and cooperate with District in contesting any such tax or in claiming, on District's behalf, refunds of any such taxes paid by or on behalf of District.

All other taxes, including, but not limited to a Party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the Party that incurs the tax liability.

### Article 8 - Title, Risk of Loss, Returns

- A. Contractor shall transfer to District good and merchantable title or digital license to the Deliverables and Product, free from all liens, encumbrances and claims of others, upon delivery of the Deliverables and

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Product to and its receipt by District, at which time title, except for digital licenses, and risk of loss shall vest fully in District, unless notice of rejection is provided to Contractor's authorized representative within fourteen (14) days after such delivery.

### C. Returns

#### 1. General

Subject to Sections 2, 3, and 4 below,

- a. For a Product to be eligible for return it must be in Resale Condition (one hundred percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by Contractor).
- b. Unless otherwise stated, shipping fees imposed by the Contractor shall be at District's cost.
- c. If return is due to Contractor's error, and the return request is made by District within thirty (30) days of receipt of Product, then Contractor will accept the return at no cost whatsoever to District.
- d. If District ordered the incorrect Product or has decided that it no longer wants the Product, then Contractor will accept the return from District if notice of such is provided to Contractor's authorized representative within fourteen (14) days after such delivery, and the Product is returned to Contractor within thirty (30) days of receipt of Product.

#### 2. Non-Conforming Product

- a. If District determines, in its reasonable discretion, that any Product is not in conformance with the description in the Order (a "Non-Conforming Product"), then District may at its option, either:
  - 1) Request that Contractor promptly initiate an order to replace the Non-Conforming Product at no cost to District, in which case Contractor will order replacement(s) within one (1) business day of notice of nonconformance from District and District shall return the Product to Contractor, all at no cost to District; or
  - 2) Terminate the non-conforming portion of the applicable Order, in which case District shall return the Product to Contractor at no cost to District, and Contractor, upon receipt of the Product, shall promptly refund to District any payments made to Contractor therefor, provided that the request for such return was made within fourteen (14) days after such delivery.

#### 3. Damage and/or Defects

If the Product has concealed damage (i.e., there is no evident damage to external packaging) or is defective, Contractor will accept the return from District. Contractor will order a replacement unit within one business day of notice of damage or defect from District for prompt delivery to District, all at no cost to District.

#### 4. Shipping Damage

- a. If a package containing Product purchased from Contractor arrives at District Order's ship-to address with external damage, District should refuse to accept delivery from the carrier. If District does accept delivery of such a package, District must:
  - 1) note the damage on the carrier's delivery record so that Contractor may file a claim;
  - 2) save, as is, the Product and the original box and packaging it arrived in; and
  - 3) notify Contractor in writing within five days of delivery acceptance to arrange for carrier's inspection and pickup of the damaged merchandise.
- b. If District does not comply with the above requirements, District will be deemed to have accepted the Product as if it had arrived undamaged, and Contractor's regular return policy, as described herein, will apply.

### **Article 9 - Packaging, Labeling, and Shipping**

- A. Products shipped to District's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable Order number, recipient's name and if applicable, building and room number.

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- B. Contractor will deliver all Products FOB Destination to the ship to address designated in the Order, freight pre-paid and added, ground transportation.

**Article 10 - Contractual Relationships, Relations**

- A. District/Contractor Relationship: It is the intent of the Parties that the relationship of District and Contractor be that of the "District" and "independent contractor", respectively. As an independent contractor, Contractor shall not act as or be an agent or employee of District in performing the Services, and shall determine the means and methods for satisfactorily providing the Services.
- B. Any provision herein referring to Contractor's subcontractors shall not create privity of contract between District and such parties.

**Article 11 - Indemnification**

- A. Contractor agrees to hold harmless, indemnify, and defend the District and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement. Notwithstanding the foregoing, Contractor shall only be responsible for any loss, damage, liability, claim or expense to the extent that (1) it is alleged and established that such loss, damage, liability, claim or expense was occasioned by the negligence or willful misconduct of Contractor or its employees or agents; and (2) Contractor is given prompt written notice of any such claim and is accorded the opportunity, at its own expense, to handle the defense against any such claim.

**Article 12 - Limitation of Liability**

- A. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District 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.

**Article 13 - Representations and Warranties**

- D. Contractor hereby represents and warrants to District that for the term of this Agreement:
1. Contractor shall perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry.
  2. Contractor will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product and Deliverables described in the Order(s). Contractor understands and acknowledges that Contractor is wholly responsible for ensuring compliance with all federal, state, and local laws associated with the delivery of all Services associated with this Agreement and associated Order(s).
  3. Contractor has all rights, approvals, and/or authorizations necessary to perform the Services hereunder, and provide the Product and/or Deliverables.
  4. Contractor is authorized to execute this Agreement, is qualified to perform the Services, and has good title to the materials, supplies and equipment constituting the Services, free from all liens, encumbrances and claims of others.
  1. The Services and any Deliverables will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with District's use of the Services, Deliverables or its computer and telecommunications facilities.

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### E. Remedy

If a defect occurs or appears in the Deliverables or Services provided hereunder, it shall be presumed that Contractor failed to meet such standards, and Contractor shall promptly and at its own expense, correct or re-perform any such Services which fail to meet such standards within a reasonable time frame acceptable to District at no additional cost.

### F. Warranty of Delivery & Liquidated Damages

1. If the District orders Products by the 1st day of July in each calendar year, Contractor guarantees delivery of said Products prior to the opening of school in that same calendar year in which the textbooks and instructional materials are to be used.
2. For all other Orders for Products placed by the District, Contractor guarantees delivery of said Products within thirty (30) calendar days of Contractor's Account Representative's receipt of said Order unless Contractor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties.
3. Contractor agrees that liquidated damages may be assessed and recovered by the District in the event of delayed delivery. A Liquidated Damages Amount equal to 0.5% (one half percent) of the total dollar amount of the purchase order will be charged for each business day if the shipment is not received within 30 calendar days of receipt of the purchase order by Contractor's Account Representative unless Contractor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties. Further, if materials are not received within 30 calendar days of receipt of the purchase order unless Contractor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties, the Contract may be cancelled.
4. If the liquidated damages are not paid within the time specified above, the District may, in addition to its other remedies, deduct the same from any moneys due or to become due Contractor under this Agreement. The District has the express right to seek and obtain "actual damages" in addition to liquidated damages.
5. Provisions C.3. and 4. do not apply when delays are caused by conditions beyond the control of Contractor, as described in the Force Majeure provision.

### G. Warranty of Product

5. The Products shall be covered by Contractor's standard warranty terms and provisions, provided, however, that the warranty coverage shall be no less than the following: (i) The warranty period set forth therein shall run for one (1) year following shipment of the Product to the District and (ii) Contractor warrants the Products against defects in material and workmanship under normal use.
6. District has made and will make its own selection of the Products to be ordered hereunder based on its own evaluation of the character of such Product and its use needs.
7. Contractor shall forward to District all associated documentation provided or made available relating to the Products at no additional cost, such as operator/user manuals, training materials, guides, and functional/technical specifications, whether in writing, electronic means or otherwise, (collectively "Documentation").

## **Article 14 - Publicity, Marks**

- H. During or after the term of this Agreement, the Contractor shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the District, its Affiliates, or this Agreement, without the District's prior written approval and compliance with any terms and conditions related to such use which the owner of the mark provides to the other Party.
- A. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

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**Article 15 - Insurance**

Contractor represents that it now carries, and agrees it will continue during the term of the Order to carry, as a minimum, insurance as listed below:

Type of Coverage	Limits of Liability
1. Worker's Compensation	\$1,000,000 per Accident or Disease
2. Employers' Liability	\$1,000,000 Bodily Injury by Accident or Disease, per person
3. Commercial General Liability including:	\$1,000,000 Each Occurrence
• Damage to Rented Premises	\$1,000,000 Each Occurrence
• Medical Expenses	\$10,000 (any one person)
• Personal & ADV Injury, including sexual abuse and molestation	\$1,000,000
• General Aggregate	\$2,000,000
• Products/Completed Operations Aggregate	\$2,000,000
4. Automobile Liability Insurance (owned, hired, and non owned)	\$1,000,000 Combined Single Limit (each accident)
5. Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
6. Commercial Crime Policy	\$1,000,000 / \$100,000 deductible
7. Errors & Omissions	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
8. Cyber Liability	\$1,000,000 Aggregate

- B. Prior to the start of Services, at each subsequent policy renewal date, and each time a change is made in any insurance policy or insurance carrier, Contractor shall furnish one (1) insurance certificate to District for the foregoing coverages as proof of such insurance. The certificate shall include:
1. Name of insurance carrier, policy number and expiration date;
  2. This Agreement number, or statement of blanket applicability;
  3. The coverages required, whether on the basis of claims made or per occurrence, and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Contractor);
  4. A statement that District and their respective officers, directors, employees and agents are additional insureds on Commercial General Liability, including an Additional Insured endorsement naming the District as an additional insured; and
  5. All policies required by this Agreement shall be written by insurance carriers licensed to do business in the state of California.
- C. The coverage may not be canceled, altered or permitted to lapse or expire during the term of this Agreement.

**Article 2 - Laws, Regulations and Permits**

- A. Contractor shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules and regulations, including but not limited to, those relating to wages, taxes, hours, environmental, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention and working conditions.

**Article 3 - Assignment and Subcontracting**

- A. Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, except to an affiliate or successor entity, and any such assignment or transfer without such consent shall be null and void.
- B. Notwithstanding District's written consent to a proposed subcontract, Contractor shall remain responsible for all subcontracted Services and the payment therefor, and Contractor shall be liable to District for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them.

**Oakland Unified School District Purchase Agreement  
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- C. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

**Article 4 - Authorized Representatives and Notices**

A. Contract Representatives Notices

1. Any notice or demand required under the terms of this Agreement that must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand via a nationally recognized overnight carrier, or sent by Email with receipt confirmation addressed to the "Contract Representatives" named below. The effective date of any such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person or by overnight carrier.
2. The Contract Representatives are designated as follows:

For District	For Contractor
Oakland Unified School District Attn: David Chambliss Deputy Chief of Teaching and Learning 1000 Broadway Suite 600 Oakland CA 94607  Email: david.chambliss@ousd.org	Pearson Curriculum Customer Service P.O. Box 6820 Chandler, AZ 85246  Attn: Lauren Cammiso Account General Manager (510)906-7187 Email: lauren.cammiso@pearson.com

3. The Contractor's Contract Representative shall have the authority to make binding and enforceable decisions on behalf of their employer, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement. The District's Contract Representative shall have the authority to make binding and enforceable decisions on behalf of the District, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement, with the exception of amendments or modifications to this Agreement, which excepted amendments or modifications require the formal approval or ratification of the District's Board of Education. Either Party may change its Contract Representative designee by giving the other Party prior written notice thereof.

B. Account Representatives

1. Before commencing the Services, the Parties shall designate authorized Account Representatives to represent and act for them regarding the administration of the Services and all other aspects of the supply of Product and/or Deliverables. Such Account Representative shall have the authority to make binding and enforceable decisions regarding the Services to be performed.
2. The Account Representative is not authorized to terminate, suspend, change or waive any provision of, or amend this Agreement.
3. The Account Representatives are designated as follows:

For District	For Contractor
Oakland Unified School District Attn: Accounts Payable 1000 Broadway, Suite 440 Oakland, CA 94607	Pearson Attn: Lauren Cammiso Account General Manager (510) 906-7187  Email: lauren.cammiso@pearson.com

**Article 5 - Force Majeure**

- A. Neither Party to this Agreement shall be liable to the other to the extent any failure or delay in performing its



## Oakland Unified School District Purchase Agreement Table of Contents

obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting District, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

- B. The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Contractor shall notify District promptly of any such delay and shall specify the effect on the Product delivery as soon as practical.
- C. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, then the Party receiving the delayed performance may terminate this Agreement upon ten business days' notice to the other Party.

### Article 6 - Termination

- A. Termination for Convenience
  - 1. Either Party may terminate this Agreement, without cause and for its own convenience, by giving the other Party a written "Notice of Termination for Convenience." specifying the extent to which this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall provide a minimum of thirty (30) days' notification before the termination is effective.
  - 2. After receiving such a "Notice of Termination for Convenience" and except as otherwise directed by District's Contract Representative, Contractor shall:
    - a. stop the Services on the date and to the extent specified in the termination notice; and
    - b. issue/place no further purchase orders for Products, except as may be necessary for completing such portions of the Orders which have not been terminated.
  - 3. District's payment obligations shall be limited to the amounts owed up to the termination date.
- B. Termination for Default
  - 1. Either Party may terminate this Agreement in whole or in part by giving the defaulting Party a written "Notice of Termination for Default". specifying one or more of the following causes or circumstances:
    - a. if a Party becomes insolvent or makes a general assignment for the benefit of creditors; or
    - b. if a petition under the Bankruptcy Code is filed by or against a Party; or
    - c. if material and adverse developments affecting a Party's business come to the attention of the non defaulting Party, and it seeks but fails to receive from the Party in default reasonable assurances, in writing, as to its ability and intention to perform and complete its obligations under this Agreement; or
    - d. if a Party becomes involved in legal proceedings that in the non-defaulting Party's reasonable opinion materially interferes or will materially interfere with the defaulting Party's obligations under this Agreement; or
    - e. if the defaulting Party fails to perform any of the other material provisions of this Agreement and the Party in default does not cure such failure or substantially commence cure of such failure within ten (10) business days (or such longer period as the non-defaulting Party may authorize in writing) after delivery of notice from the non-defaulting Party specifying such failure.
- C. An Order may be cancelled as follows:
  - 1. District shall have the right to cancel or postpone, in whole or in part, any Order, without penalty, provided that notice of such cancellation or postponement is received by Contractor prior to shipment of the ordered Products; and

## Oakland Unified School District Purchase Agreement Table of Contents

2. If District cancels an Order following shipment of the Products but prior to delivery, District shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor Return Policy.
- D. Termination of this Agreement shall not affect the obligations of District or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order.

### **Article 7 - No Waiver**

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing", waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

### **Article 8 - Severance**

Should any term or condition of this Agreement be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and nevertheless remain valid, legal and enforceable, and the unenforceable provision will be severed from this Agreement.

### **Article 9 - Claims/Disputes/Governing Laws**

- A. This Agreement, any Order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of California, without regard to: (1) conflict of law principles or (2) the United Nations Convention on Contracts for the International Sale of Goods. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- B. Any claim or dispute which either Party may have against the other, arising out of this Agreement shall be presented by the claimant in writing to the other Party not later than thirty (30) days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.
- C. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a resolution, provided however, that nothing herein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process and initiating litigation to seek legal redress of any type or character.
- D. The Parties acknowledge that the remedies available to them under this Agreement, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under this Article and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.
- E. Except as expressly stated in this Agreement, the Parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved Party determines.
- F. The prevailing Party in any litigation arising out of or relating to this Agreement shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing Party, whether or not otherwise specifically awardable under any law or court rule.

### **Article 10 - Notice of Changes to Documents**

The Parties represent that neither Party has made any change to any documents constituting the Agreement that have not been brought to the attention of the other Party via a redlined document, e-mail correspondence nor other means reasonably calculated to put the other Party on notice of the change. Any such change shall render this Agreement terminable for breach by the other Party, at that Party's discretion, even if that Party has executed the Agreement.

## Oakland Unified School District Purchase Agreement Table of Contents

### **Article 11 - Survival of Obligations**

The obligations of the Parties in the following Articles herein shall survive termination, cancellation or expiration of this Agreement:

Article 6 - Rights in Deliverables  
Article 11 - Indemnification  
Article 13 - Limitation of Liability

Article 15 - Representations and Warranties  
Article 25 - Claims/Disputes/Governing Laws

### **Article 12 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Regarding Compliance with California Law**

Contractor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

Contractor also certifies that it has complied and its Products comply with California law, including but not limited to the laws governing school districts' consideration and adoption of curriculum and consideration and approval of contracts.

### **Article 13 - Execution/Counterparts/Electronic Transmission**

This Agreement (and any Order) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same document when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement (and any Order) electronic transmission. Each Party acknowledges that the delivery hereof by electronic transmission will have the same force and effect as delivery of original signatures.

### **Article 14 - Signature Authority**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

### **Article 15 - Contract Contingent on Governing Board Approval**

The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to Contractor absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

### **Article 16 - W-9 Form**

If Contractor is doing business with the District for the first time, complete and return with the signed Agreement the W-9 form.

### **Article 17 - Contract Publicly Posted**

This contract, its contents, and all incorporated documents (including Orders) are public documents and will be made available by the District to the public online via the Internet.

### **Article 18 - Entire Agreement**

This Agreement, including all Orders issued by District and accepted by Contractor pursuant to this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and any Order shall not be modified or rescinded, except by a writing signed by Contractor and District. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of this Agreement.

Oakland Unified School District Purchase Agreement  
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Authorization

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

*[Handwritten Signature]*

6/6/18

*Matt Stricker*

May 25, 2018

De Eng

Contractor Signature

Date

President, Board of Education

Date

Superintendent

Matt Stricker

Chief or Deputy Chief

VP Operations

*[Handwritten Signature]*

6/6/18

Print Name, Title

Johnson-Trammeil

Date

Secretary, Board of Education

Approved by OUSD General Counsel 4/18/18

Dea Epps

Date

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A.

File ID Number: 18-0977  
Introduction Date: 6/6/18  
Enactment Number: 18-0953  
Enactment Date: 6/1/18  
By: o2



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

OFFICE OF THE SUPERINTENDENT

To: OUSD Board of Education  
From: Kyla Johnson-Trammell, Superintendent  
Subject: Approval of History Instructional Materials Adoption for Grades 6-8  
Date: May 23, 2018

### Action Requested

Approve (a) Adoption of *myWorld Interactive* history curriculum (published by Pearson Education, Inc.) for grades 6-8 and (b) Agreement with Pearson Education, Inc for the period May 23, 2018 - June 30, 2020 in an amount not to exceed a total of \$1,058,584.55 for the purchase of instructional materials and professional learning related thereto.

### Background and Discussion

In 2016 the State Board of Education adopted the History-Social Sciences Framework, which outlined some significant changes to the expectations for history teaching and learning. These shifts are grounded in four areas: content, inquiry, literacy, and citizenship. Over the next 2 years, we will update our instructional materials and build the capacity of history teachers to meet these new demands. We will begin with grades 6-8 this year for two reasons: 1) these grade levels demonstrated a readiness to engage in the piloting and adoption process, and 2) the State engaged in an adoption process for K-8 history-social science materials in 2017<sup>1</sup>.

The adoption of these new history and social science curriculum materials will advance the OUSD mission in the following ways:

- **Focused on high academic achievement** - The CA History and Social Science Framework outlines new expectations for what and how students learn. The new materials are aligned to these more rigorous expectations, making use of essential questions, an inquiry approach, and integrating ELD and ELA standards.
- **Eliminating inequity** - New curricular materials have been designed to include more diverse perspectives, and to reframe world history learning through "sites of encounter". In addition, the new materials make explicit connections to citizenship, encouraging students to take an active role in investigating social and historical issues in our communities and government.
- **Providing each child with excellent teachers** - The new curriculum adoption will require significant professional learning in order to shift toward the instructional model outlined in CA's History and Social Sciences Framework. This professional learning and the supporting resources will bring a renewed focus on the quality of teaching and learning of history content, as well as literacy instructional, EL support and civic engagement.

### Selection Process

We arrived at the final recommendation to adopt Pearson Education, Inc *myWorld Interactive* for 6-8 by designing and carrying out a rigorous and inclusive adoption process. The process included 13 middle schools and 11 elementary schools. There were two core groups involved in the adoption process: 27 teacher leaders that include representation of

<sup>1</sup> The State will not undergo an adoption process for 9-12th grade materials.



## OFFICE OF THE SUPERINTENDENT

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We arrived at the final recommendation to adopt Pearson Education, Inc *myWorld Interactive* for 6-8 by designing and carrying out a rigorous and inclusive adoption process. The process included 13 middle schools and 11 elementary schools. There were two core groups involved in the adoption process: 27 teacher leaders that include representation of Special Education classes and bilingual teachers, and 10 curriculum committee members that represent school administrators, parents, and other District leaders. See a full list of the curriculum committee members in APPENDIX H.

The adoption process was developed using the CA State Board of Education guidelines for piloting and adoption. [Here is a link to a more detailed outline of the process.](#) Below is a summary of key actions.

- August-Nov: Conduct Internal Review of State Approved Published Materials -- *This stage includes vetting of materials and assessment of the teacher needs and priorities prior to adoption.*
- October-March: Facilitate the Piloting Process -- *This stage includes identifying pilot sites, curriculum committee members, curriculum rubric development, providing professional development on the state framework as a prerequisite for piloting, training teachers in pilot curriculum, and conducting data collection from pilot classroom teachers and students.*
- January-March: Engagement with the Broader Community -- *This includes parents learning about the Framework and giving input on the curriculum options, teacher leaders sharing with other teachers the data collected from the pilot, and curriculum committee analysis and final rankings.*
- April-June: Board Vote and Preparation for Year 1 - *This includes final presentation of the summary findings and rankings, waiver options, and development of professional learning plans and supports for Year 1 of the adoption.*

Given that history and social sciences is a deeply personal content area, we made sure the design a pilot and adoption process that leads the OUSD community to feel confident in the selection of the History instructional materials. Involvement of all stakeholders was critical to a successful process and outcome. Below is a description by stakeholder of the different ways that we gathered input and feedback.

- **Students** - Input collected through classroom surveys in classes that are piloting curriculum, focus group with the All City Counsel in Spring, and workshop at Middle School Peer Resources and Ethnic Studies Conference.
- **Family and Community** - Learned and gave feedback about the curriculum through open house events, which included a presentation of curriculum and a summary feedback from teachers and students. There are also parent and community representatives on the curriculum committee.
- **Representation of Subgroups (SpEd, ELLMA, Office of Equity)** - The curriculum committee had representation from Special Education Department, ELD and Dual Language, and the Office of Equity. Members reviewed and ranked the curriculum options.
- **Network and Other District Leaders** - Some District leaders are represented on the curriculum committee, including Instructional Technology, Literacy, and Social and Emotional Learning. Members will review and rank the curriculum options.
- **Site Leaders** - There was representation of elementary and secondary site leaders on the curriculum committee. Members reviewed and ranked the curriculum options.
- **History Teacher Leaders** - History teacher leaders had more extensive involvement, including development of the curriculum criteria rubric used for evaluation of the instructional materials, piloting 2 curriculum and analysis of student work, and training on the History and Social Sciences Framework. Piloting teachers present the findings, which was then be reviewed by the curriculum committee.



**OFFICE OF THE SUPERINTENDENT**

- **History/Humanities Teachers** - Attended final presentation from the piloting teachers and assessed the curriculum using the rubric that was developed by History Teacher Leaders.

**Resulting Agreement**

The Agreement resulting from the District’s adoption of the curriculum would begin May 23, 2018, in order to immediately place the required order(s) for materials to ensure availability to students prior to the beginning of the 2018/2019 school year. In addition, considering the current and anticipated budgetary situation, Pearson Education, Inc. has agreed that the District may pay two installment payments for all of the materials ordered.

**Recommendation**

Approve (a) Adoption of *myWorld Interactive* history curriculum (published by Pearson Education, Inc.) for grades 6-8 and (b) Agreement with Pearson Education, Inc for the period May 23, 2018 - June 30, 2020 in an amount not to exceed a total of \$1,058,584.55 for the purchase of instructional materials and professional learning related thereto.

**Fiscal Impact**

The District will need to make a significant investment in the curriculum materials and the professional learning needed to support implementation of the curriculum. Total obligation is \$1,058,584.55. The funding source for these materials is INSTRUCTIONAL MATERIALS FUNDS K-8 and the funding source for the professional development, beyond what is provided by the publisher, is Non-Labor. The investment outlined below covers the instructional materials costs for 8 YEARS, according the contract negotiated with the publisher. (See APPENDIX B for quote from the publisher and APPENDIX C for contract.) However, the investment required for professional learning just represents the cost for the Year 1 of implementation (SY 2018-19). In future years, there will be a need for additional funding for continued learning and support for successful implementation.(See APPENDIX E.)

Grades 6-8	Instructional Materials							Professional Development	
PEARSON	Price per STDNT	# STDNT	Price per TCH	# TCH	Tax	Shipping	TOTAL	# PDs offered	TOTAL
	\$142.71	7,300	\$0	192	\$56,503.55	\$0	\$1, 041,784.55	20	\$16,800.00
<b>GRAND TOTAL (Materials + PD)</b>								<b>\$1,058,584.55</b>	
<b>Average cost per student</b>								<b>\$145.01</b>	

**Notes:**

This represent the 8-year cost, not the annual cost. The annual cost after initial materials purchase will only be for additional professional learning stipends and facilitation costs.

Pearson is including 1 free class set of textbooks for every classroom and free teacher textbooks for each teacher.

The payment for the materials and PD provided by Pearson Education, Inc. will be broken down into 2 separate payments with the first payment in July of 2018-19 FY and the second payment in July of 2019-20 FY. See pearson & OUSD contract for more details in APPENDIX C.

**Summary of Professional Learning Costs to Support Curriculum Adoption:**

- ❖ **2018-19:**
  - Cost with 2nd Wednesday and PD Days - \$34,730.93



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- Cost without 2nd Wednesdays and PD Days - \$93,015.83
- ❖ **2019-20:**
  - Cost with 2nd Wednesday and PD days - \$3,576.30
  - Cost without 2nd Wednesday and PD days - \$54,708.60

### Funding Source:

The funding source for these materials is INSTRUCTIONAL MATERIALS FUNDS K-8 and the funding source for the professional development, beyond what is provided by the publisher, is Non-Labor.

### APPENDICES:

- Appendix A - [History Adoption Goals for 2016-2020](#)
- Appendix B - [Pearson 6-8 Vendor Quote](#)
- Appendix C - Pearson Education, Inc. and OUSD Contract
- Appendix D - [Evaluation Rubric for 6-8 Pearson](#)
- Appendix E - [Budget Proposal for Ongoing Professional Learning](#)
- Appendix F - [Complete List of History Curriculum Pilot and Adoption Guidelines](#)
- Appendix G - [Timeline of Events and Engagements](#)
- Appendix H - [Adoption Committee Overview, including list of members](#)
- Appendix I - [Expectations for Piloting Teachers](#)
- Appendix J - [Summary of Student Survey Responses on Piloted Curriculum](#)
- Appendix K - [Summary of Community Feedback on the Piloted Curriculum](#)
- Appendix L - [Agenda for Engagement with Community School Managers](#)
- Appendix M - [Agenda for Engagement with All City Council](#)
- Appendix N - [Memo to District and School Leaders Regarding History Adoption](#)





RESOLUTION OF THE BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 1718-0190

SELECTION AND PURCHASE OF INSTRUCTIONAL MATERIALS

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

**WHEREAS**, the State Board of Education has adopted the History-Social Science Framework in 2016;

**WHEREAS**, the Governing Board shall select instructional materials for use in grades 6th through 8th or shall have otherwise determined which instructional materials align with the state academic content standards;

**WHEREAS**, the Governing Board shall select instructional materials for grades 6-8 upon determining that the materials are:

1. Aligned to applicable academic content standards;
2. Are provided by publishers that comply with legal requirements;
3. 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;
4. Reflective of California's multicultural society, avoid stereotyping, and contribute to a positive learning environment;
5. Are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels;
6. With the exception of literature and trade books, use proper grammar and spelling;
7. 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;
8. Support the district's adopted courses of study and curricular goals
9. Contribute to a comprehensive, balanced curriculum
10. Demonstrate reliable quality of scholarship as evidenced by:
  - a. Accurate, up-to-date, and well-documented information
  - b. Objective presentation of diverse viewpoints
  - c. Clear, concise writing and appropriate vocabulary
  - d. Thorough treatment of subject
11. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities and developmental levels
12. Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills
13. Contribute to the proper articulation of instruction through grade levels



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14. Have corresponding versions available in languages other than English as appropriate
15. Include high-quality teacher's guides
16. Meet high publishing standards in terms of the quality, durability and appearance of paper, binding, text and graphics
17. Upon adoption of standards by the SBE, not exceed maximum textbook weight standards
18. 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 Appendix H, instructional review committees comprised predominantly of teachers, teacher leaders and central office content specialists, with the majority of the participants being teachers, reviewed instructional materials for potential use in District schools and found the following to meet the standards for adoption. Therefore, the following instructional materials are recommended for adoption by the Governing Board:

Pearson Education, Inc. *myWorld Interactive*:  
*Ancient Civilizations* for 6th grade  
*Medieval and Early Modern Times* in 7th Grade  
*American History to 1914* in 8th grade

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education hereby finds that professional learning will be provided for all 6-8 teachers in association with the 2018-19 adoption of 6-8 history and social-science materials, as outlined in Appendix E.

**BE IT FURTHER RESOLVED**, that the Board further authorizes the issuance and payment of purchase orders in conformity with the price quotes attached as Appendix B for the purchase of the instructional materials as summarized below, and beginning with a total purchase of \$1,058,584.55 for district-wide implementation in 2018-2019. This purchase will be broken down into 2 separate payments with the first payment in July of 2018-19 FY and the second payment in July of 2019-20 FY.



OFFICE OF THE SUPERINTENDENT

Passed by the following vote:

<b>PREFERENTIAL AYE:</b>	Student Director Gema Quetzal
<b>PREFERENTIAL NOE:</b>	None
<b>PREFERENTIAL ABSTENTION:</b>	None
<b>PREFERENTIAL RECUSE:</b>	None
<b>AYES:</b>	Jody London, Roseann Torres, Shanthi Gonzales, Nina Senn, James Harris, Vice President Jumoke Hinton Hodge, President Aimee Eng
<b>NOES:</b>	None
<b>ABSTAINED:</b>	None
<b>RECUSE:</b>	None
<b>ABSENT:</b>	Student Director Enasia McElvaine

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 6, 2018.

OAKLAND UNIFIED SCHOOL DISTRICT

*Aimee Eng*

\_\_\_\_\_  
Aimee Eng  
President, Board of Education

*Kyla Johnson-Trammell*

\_\_\_\_\_  
Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: *[Signature]*  
Wendell Williams, General Counsel

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

Appendix A -  
History Adoption  
Goals for 2016-2020



	<p>Framework and use to monitor impact (Summer 2018 World History)</p> <ul style="list-style-type: none"><li>• Summer 2018 curriculum institute for teachers</li></ul>	teachers	
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**History Curriculum Adoption Proposal 2016-2020**  
**Pending Anticipated Funding**  
**Revised 10.16.2017**

**Context:** As a result of the 2016 History/Social Framework, the expectations for History teaching has changed dramatically. Most notably, the Framework tasks teachers with developing students' ability to use historical content to engage in inquiry. History teachers are also expected to integrate Common Core State Standards, which lay out new expectations for literacy instruction in history-social science classrooms, as well as California's ELA/ELD framework, which describes necessary supports for English Learners. In short, current expectations for history teachers and history teaching are radically different than those in place at the time of the last adoption. This proposal outlines a four-plus year plan that includes both updating our instructional materials and providing capacity-building professional development to ensure that history teachers across the district are equipped to meet these significant demands.

**Overview of 2016-2020 Yearly Goals:**

16-17	17-18	18-19	19-20
<p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>Investigation of MS, HS, ES current conditions and needs for History materials for alignment to Framework</li> <li>Selection of Curriculum Materials for AP <i>*Postponed due to budget constraints</i></li> <li>Development of a teacher made, framework aligned model unit (prequel to Spring HWT7) to be used for adult Professional Learning</li> </ul>	<p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>Build site capacity to implement the instructional shifts in the History Framework through               <ul style="list-style-type: none"> <li>History Teacher Leader training</li> <li>Framework training: Release days by grade level</li> </ul> </li> <li>Finalize adoption rubric</li> <li>Engage teacher leaders and community in feedback cycles and pilots</li> <li>Distribution of Curriculum Materials for AP <i>*Postponed due to budget constraints</i></li> <li>Align one EL Education module to 7th grade History Standards</li> <li>Develop a suggested scope and sequence for World History course in partnership with Office of Equity</li> <li>Revise District assessments aligned to</li> </ul>	<p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>History Textbook Adoption for K-12 or a 2-3 year rolling adoption in this order of need:               <ul style="list-style-type: none"> <li>4-8</li> <li>9-12</li> <li>K-3</li> </ul> </li> <li>Refine and integrate the supplementary materials</li> <li>Ongoing professional development and coaching to increase teacher ability to plan and implement the new curriculum</li> <li>Develop a suggested scope and sequence for U.S. History course in partnership with Office of Equity and Office of Safe Schools (Fair Act)</li> <li>Revise District assessments aligned to Framework and use to monitor impact (Summer 2019 U.S.History)</li> <li>Summer 2019 curriculum institute for</li> </ul>	<p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>Build general subject area teacher capacity to implement the History Framework shifts</li> <li>Continue professional support with an emphasis on curriculum institutes and differentiated support</li> <li>Roll out and support teachers to use supplementary materials</li> <li>Anticipated statewide History Assessment aligned to the Framework</li> <li>Possible rolling adoption into 20-21</li> </ul>

Appendix B -  
Pearson 6-8 Vendor  
Quote

# California History-Social Science myWorld Interactive

Grades 6-8

Oakland Unified SD

## Grade 6 Ancient Civilizations

ISBN-13	Title	Pricing	Quantity Charged	Quantity Free	Total
<b>CA Student Material Bundle Package (includes)</b>					
1 Student Edition					
1 Realize Digital Courseware 8-year License					
1 Active Journal 8-year Subscription					
9781418285005	8-year CA Student Material Bundle Package	\$134.97	2,500		\$0.00
<b>Teacher Materials: Select 1 each of the items below for every 50 CA Student Material Bundle Packages purchased</b>					
9780328958801	Teacher Edition	\$207.97		65	\$13,518.05
9780328964543	Active Journal Answer Key	\$12.47		65	\$810.55
<b>Class Set: Receive a Class Set of 30 Student Editions for every 50 CA Student Material Bundle Packages purchased</b>					
9780328958795	Student Edition	\$87.47		1,500	\$131,205.00
<b>Items available for individual purchase</b>					
9780328958795	Student Edition	\$87.47			\$0.00
9780328958818	Active Journal	\$16.97			\$0.00
9781418281212	Active Journal 8-year Subscription	\$61.47			\$0.00
9780328967247	Stand Alone Realize Digital Courseware 8-year license	\$88.97			\$0.00
9780328958801	Teacher Edition	\$207.97			\$0.00
9780328964543	Active Journal Answer Key	\$12.47			\$0.00
<b>Grade 6 Gratis Total</b>					\$145,533.60
<b>Grade 6 Charge Total</b>					\$337,425.00

## Grade 7 Medieval and Early Modern Times

ISBN-13	Title	Pricing	Quantity Charged	Quantity Free	Total
<b>CA Student Material Bundle Package (includes)</b>					
1 Student Edition					
1 Realize Digital Courseware 8-year License					
1 Active Journal 8-year Subscription					
9781418284800	8-year CA Student Material Bundle Package	\$134.97	2,400		\$0.00
<b>Teacher Materials: Select 1 each of the items below for every 50 CA Student Material Bundle Packages purchased</b>					
9780328960156	Teacher Edition	\$207.97		70	\$14,557.90
9780328964567	Active Journal Answer Key	\$12.47		70	\$872.90
<b>Class Set: Receive a Class Set of 30 Student Editions for every 50 CA Student Material Bundle Packages purchased</b>					
9780328960149	Student Edition	\$87.47		1,440	\$125,956.80
<b>Items available for individual purchase</b>					
9780328960149	Student Edition	\$87.47			\$0.00
9780328960163	Active Journal	\$16.97			\$0.00
9781418281304	Active Journal 8-year Subscription	\$61.47			\$0.00
9780328967773	Stand Alone Realize Digital Courseware 8-year license	\$88.97			\$0.00
9780328960156	Teacher Edition	\$207.97			\$0.00
9780328964567	Active Journal Answer Key	\$12.47			\$0.00
<b>Grade 7 Gratis Total</b>					\$141,387.60
<b>Grade 7 Charge Total</b>					\$323,928.00

## Grade 8 American History to 1914



ISBN-13	Title	Pricing	Quantity Charged	Quantity Free	Total
<b>CA Student Material Bundle Package (includes)</b>					
1 Student Edition					
1 Realize Digital Courseware 8-year License					
1 Active Journal 8-year Subscription					
9781418284909	8-year CA Student Material Bundle Package	\$134.97	2,400	\$0.00	\$323,928.00
<b>Teacher Materials: Select 1 each of the items below for every 50 CA Student Material Bundle Packages purchased</b>					
9780328960194	Teacher Edition	\$207.97		65	\$13,518.05
9780328964574	Active Journal Answer Key	\$12.47		65	\$810.55
<b>Class Set: Receive a Class Set of 30 Student Editions for every 50 CA Student Material Bundle Packages purchased</b>					
9780328960187	Student Edition	\$87.47		1,440	\$125,956.80
<b>Items available for individual purchase</b>					
9780328960187	Student Edition	\$87.47		\$0.00	\$0.00
9780328960200	Active Journal	\$16.97		\$0.00	\$0.00
9781418281397	Active Journal 8-year Subscription	\$61.47		\$0.00	\$0.00
9780328968008	Stand Alone Realize Digital Courseware 8-year license	\$88.97		\$0.00	\$0.00
9780328960194	Teacher Edition	\$207.97		\$0.00	\$0.00
9780328964574	Active Journal Answer Key	\$12.47		\$0.00	\$0.00
<b>Grade 8 Gratis Total</b>					<b>\$140,285.40</b>
<b>Grade 8 Charge Total</b>					<b>\$323,928.00</b>

## Professional Development

ISBN-13	Title	Pricing	Qty	Qty	Gratis	Total
<b>Professional Development</b>						
Customized Professional Development Plans Available						
116520	Activation Training	\$1,900.00		14	\$26,600.00	\$0.00
123300	Product Implementation Essentials	\$2,800.00	6		\$0.00	\$16,800.00
123310	Job Embedded Consulting	\$3,150.00			\$0.00	\$0.00
123010	Foundational Overview oof the California History Social Science Framework	\$3,150			\$0.00	\$0.00
122810	Humanities Change of Practice Bridge: Applying Knowledge and Practice (3 days)	\$9,450			\$0.00	\$0.00
122800	Humanities Change of Practice Bridge: Enhancing and Assessing Practice (3 days)	\$9,450			\$0.00	\$0.00
121622	The Literacy Institute for History-Social Science Teachers (15 days)	\$44,850			\$0.00	\$0.00
121642	The Literacy Institute for History-Social Science Teachers (Additional Service Day)	\$3,150			\$0.00	\$0.00
116494	Social Studies: PD Express 5 Days	\$15,750			\$0.00	\$0.00
116484	Social Studies: PD Express 10 Days	\$29,900			\$0.00	\$0.00
116504	Social Studies: PD Express 25 Days	\$74,750			\$0.00	\$0.00
116514	Social Studies: PD Express 50 Days	\$141,750			\$0.00	\$0.00
<b>Services Gratis Total</b>					<b>\$26,600.00</b>	
<b>Services Subtotal</b>					<b>\$16,800.00</b>	

TOTAL VALUE OF NO CHARGE ITEMS \$453,806.60

<b>Total Instructional Materials</b>	<b>\$985,281.00</b>
<b>Total Services</b>	<b>\$16,800.00</b>
<b>Estimated Tax (Insert local sales tax in decimal format in blue box to the right. Ex.: .08)</b>	<b>0.0925</b>
<b>Proposal Total</b>	<b>\$1,058,584.55</b>

All discounts and gratis materials listed are given first year of adoption only unless otherwise noted.  
Prices quoted are under contract and include Shipping and Handling.  
Pearson reserves the right to correct errors.

The prices above are valid January 1, 2018 to September 30, 2018 and are subject to change

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

Lauren Cammiso  
Account General Manager  
510.906.7187  
lauren.cammiso@pearson.com

Pearson  
**Curriculum Customer Service**  
P.O. Box 6820  
Chandler, AZ 85246

For questions regarding your order please call Customer Service: 1-800-848-9500 or Fax 1-877-260-2530  
Monday-Friday, 8am - 5pm EST; 8am - 6pm DST

<https://pearsoncommunity.force.com/support/s/pearson-order-form>



Appendix C -  
Pearson Education,  
Inc. and OUSD  
Contract

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	18-0977
Introduction Date	6/6/18
Enactment Number	18-0953
Enactment Date	6/6/18 er



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

Purchase Agreement for  
Materials, Supplies and Equipment  
between  
Oakland Unified School District  
and  
Pearson Education Inc.

## Oakland Unified School District Purchase Agreement Table of Contents

This Agreement, made this 23rd day of May 2018 (the "Effective Date"), together with the Exhibits attached hereto and incorporated herein which may be added hereto from time to time by mutual written agreement of the Parties (collectively, the "Agreement"), by and between Oakland Unified School District, a California public entity, having an office and place of business at 1000 Broadway, Oakland, CA 94607 ("District"), and Pearson Education Inc., having an office and place of business at P.O. Box 6820, Chandler, AZ 85246 ("Contractor") (hereinafter collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, Contractor is in the business of, and has expertise in, providing Products and Services as hereinafter described; and

WHEREAS, District organized instructional review committees to review instructional materials for potential use in District schools and found Pearson Education, Inc. *myWorld Interactive* which includes: *Ancient Civilizations* for 6th grade; *Medieval and Early Modern Times* in 7th Grade; and *American History to 1914* in 8th grade to meet State standards for adoption; and

WHEREAS, District wishes to obtain through Contractor and Contractor wishes to provide to District such Products and Services.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

### Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires. Additional definitions may be contained elsewhere in this Agreement.

- A. "Affiliate" means any entity which controls, is controlled by or is under common control with one of the Parties to this Agreement. "Control" or "Controlled" means beneficial ownership (direct or indirect) of the subject entity.
- B. "Commercially Reasonable" means taking all such steps and performing in such a manner as a well-managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- C. "Deliverables" means those products, reports, documentation, and schedules to be developed and provided by Contractor to District in regard to the Services provided by Contractor hereunder.
- D. "Products" means collectively curriculum and/or education materials, whether in hard copy or electronic format.
- E. "Services" means the services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing Deliverables identified in an Order.
- F. "Site" means the facility or office or other location, as designated in this Agreement or the Order, for which the Product and/or Deliverable is to be delivered.
- G. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or Deliverables pursuant to this Agreement. Order shall also include District's written or electronic form of purchase requisition.

### Article 2 - Rules of Interpretation

- A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.
- B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.
- C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience/reference and have no effect on the nature, extent, construction and meaning of this Agreement.
- D. In the event of any inconsistency between the provisions of the following documents, (a) unless such inconsistency relates to modification to the Indemnification, Rights in Deliverables, Representations and Warranties, or Limitations of Liability Articles herein, in which case such modification must specifically state that it is amending this Agreement as so stated, (b) the inconsistency shall be resolved by giving precedence in the following order:

## Oakland Unified School District Purchase Agreement Table of Contents

1. The Order;
2. Documents incorporated into the Order in the order in which they are listed;
3. Amendments to this Agreement, if any;
4. This Agreement; and
5. Documents incorporated into this Agreement in the order in which they are listed.

This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to this Agreement.

- E. If copies of documents are referenced or incorporated in this Agreement, they shall be considered originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Documents that are referenced shall have the same force and effect as if contained in their entirety.
- F. Notwithstanding the general rules of construction, both District and Contractor acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

### **Article 3 - Attachments**

The following documents are attached and are hereby incorporated into this Agreement by reference:

- A. History Adoption Goals for 2016-2020
- B. Pearson 6-8 Vendor Quote for myWorld Interactive Curriculum
- C. Evaluation Rubric for 6-8 Pearson
- D. Budget Proposal for Ongoing Professional Learning
- E. Complete List of History Curriculum Pilot and Adoption Guidelines

### **Article 4 - Term of Agreement and Not to Exceed Amount**

This Agreement shall be effective on the Effective Date and continue in effect until June 30, 2020, unless otherwise mutually extended in writing by the Parties, or if terminated in accordance with this Agreement. Further, all purchases made by the District from Contractor under this Agreement (and related Orders) shall not exceed \$1,058,584.55 during the term of the Agreement, including all fees and taxes. Contractor agrees and understands that any Orders that would be subject to this Agreement that are accepted and fulfilled by Contractor that cumulatively exceed the not to exceed amount of this Agreement are void as a matter of law and Contractor will not be entitled to any payment or remuneration whatsoever for accepting and fulfilling said Orders.

### **Article 5 - Scope of Agreement, Order**

- A. This Agreement is not a commitment on the part of the District to purchase Product from Contractor. Product will be purchased on an "as ordered" basis through the execution of one or more Orders, directing Contractor to deliver the Product, if any, for the benefit of the District.
- B. The Product and any Deliverables to be provided shall be determined in such Order, including all attachments thereto. Each Order that refers to this Agreement shall be deemed a separate agreement that incorporates the terms and conditions of this Agreement by reference.
- C. Any Order issued hereunder shall, at a minimum, contain the following:
  6. The incorporation by reference of this Agreement;
  7. The location where Product will be delivered;
  8. A detailed description of the Product, including, but not limited to, SKU, Manufacturer's item number, and any applicable designation and/or specifications which will avoid confusion regarding the Product to be delivered;
  9. A detailed description of Deliverable(s) to be provided by Contractor;
  10. Price, including any applicable fees and sales tax, and payment terms;
  11. The scheduled delivery date;

## Oakland Unified School District Purchase Agreement Table of Contents

12. Contractor shall not be required to deliver any Product and/or Deliverable unless and until an Order has been provided to Contractor.
- D. If notice of rejection of an Order is not received by District within two (2) business days from the date of its receipt by Contractor, then such Order shall be deemed to have been accepted by Contractor.

### **Article 6 - Rights in Deliverables**

- A. Unless otherwise specifically agreed to in an Order or as set forth in Attachment B, any and all Deliverables created, developed, or prepared by Contractor, its employees or Subcontractors shall be deemed a "work for hire" for the sole benefit of and belonging exclusively to District. All other intellectual property rights and other proprietary rights in and to the Services, and information, know-how and processes developed by Contractor, or anyone acting on Contractor's behalf, arising from the Services performed hereunder shall be the sole and exclusive property of Contractor and shall not be claimed to be owned by District or their employees.
- A. To the extent any Deliverable is not deemed a "work for hire" by operation of law, Contractor hereby irrevocably assigns, transfers and conveys to District all of its right, title and interest in all Deliverables under the Order, including, but not limited to, all rights of patent, copyright, trade secret or other proprietary rights in such Deliverable.
- B. Contractor shall provide to District all Commercially Reasonable assistance, execute such documents, and take all such other actions, which may be reasonably required to perfect the foregoing rights to the Deliverable.
- C. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

### **Article 7 - Invoicing, Terms of Payment, Price and Tax**

All invoices shall be submitted to the remit-to address specified in an Order, submitted as specified in this Agreement, and shall reference the Order number.

Subject to reconciliation with the terms of this Agreement and the Order, including verification that the Product was delivered, the invoice shall be paid ("paid" being defined as "issuance of payment from District's Accounts Payable Department") net thirty (30) days after receipt of a valid invoice at the above referenced remit-to address.

- B. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, District will promptly notify Contractor of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice and paid net fifteen (15) days thereafter.

Invoices shall call for payments in U.S. Dollars, and shall accurately reflect the amount(s) of the Price set forth in the Order.

#### *Price*

The price specified in the Order for the Product shall consist of cost, including all other fees and sales tax that apply to said cost.

#### *Tax*

At District's request, Contractor will, to a Commercially Reasonable extent, file any certificate or other document which may cause any tax to be avoided or reduced, and cooperate with District in contesting any such tax or in claiming, on District's behalf, refunds of any such taxes paid by or on behalf of District.

All other taxes, including, but not limited to a Party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the Party that incurs the tax liability.

### **Article 8 - Title, Risk of Loss, Returns**

- A. Contractor shall transfer to District good and merchantable title or digital license to the Deliverables and Product, free from all liens, encumbrances and claims of others, upon delivery of the Deliverables and

## Oakland Unified School District Purchase Agreement Table of Contents

Product to and its receipt by District, at which time title, except for digital licenses, and risk of loss shall vest fully in District, unless notice of rejection is provided to Contractor's authorized representative within fourteen (14) days after such delivery.

### C. Returns

#### 1. General

Subject to Sections 2, 3, and 4 below,

- a. For a Product to be eligible for return it must be in Resale Condition (one hundred percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by Contractor).
- b. Unless otherwise stated, shipping fees imposed by the Contractor shall be at District's cost.
- c. If return is due to Contractor's error, and the return request is made by District within thirty (30) days of receipt of Product, then Contractor will accept the return at no cost whatsoever to District.
- d. If District ordered the incorrect Product or has decided that it no longer wants the Product, then Contractor will accept the return from District if notice of such is provided to Contractor's authorized representative within fourteen (14) days after such delivery, and the Product is returned to Contractor within thirty (30) days of receipt of Product.

#### 2. Non-Conforming Product

- a. If District determines, in its reasonable discretion, that any Product is not in conformance with the description in the Order (a "Non-Conforming Product"), then District may at its option, either:
  - 1) Request that Contractor promptly initiate an order to replace the Non-Conforming Product at no cost to District, in which case Contractor will order replacement(s) within one (1) business day of notice of nonconformance from District and District shall return the Product to Contractor, all at no cost to District; or
  - 2) Terminate the non-conforming portion of the applicable Order, in which case District shall return the Product to Contractor at no cost to District, and Contractor, upon receipt of the Product, shall promptly refund to District any payments made to Contractor therefor, provided that the request for such return was made within fourteen (14) days after such delivery.

#### 3. Damage and/or Defects

If the Product has concealed damage (i.e., there is no evident damage to external packaging) or is defective, Contractor will accept the return from District. Contractor will order a replacement unit within one business day of notice of damage or defect from District for prompt delivery to District, all at no cost to District.

#### 4. Shipping Damage

- a. If a package containing Product purchased from Contractor arrives at District Order's ship-to address with external damage, District should refuse to accept delivery from the carrier. If District does accept delivery of such a package, District must:
  - 1) note the damage on the carrier's delivery record so that Contractor may file a claim;
  - 2) save, as is, the Product and the original box and packaging it arrived in; and
  - 3) notify Contractor in writing within five days of delivery acceptance to arrange for carrier's inspection and pickup of the damaged merchandise.
- b. If District does not comply with the above requirements, District will be deemed to have accepted the Product as if it had arrived undamaged, and Contractor's regular return policy, as described herein, will apply.

### **Article 9 - Packaging, Labeling, and Shipping**

- A. Products shipped to District's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable Order number, recipient's name and if applicable, building and room number.

**Oakland Unified School District Purchase Agreement  
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- B. Contractor will deliver all Products FOB Destination to the ship to address designated in the Order, freight pre-paid and added, ground transportation.

**Article 10 - Contractual Relationships, Relations**

- A. District/Contractor Relationship: It is the intent of the Parties that the relationship of District and Contractor be that of the "District" and "independent contractor", respectively. As an independent contractor, Contractor shall not act as or be an agent or employee of District in performing the Services, and shall determine the means and methods for satisfactorily providing the Services.
- B. Any provision herein referring to Contractor's subcontractors shall not create privity of contract between District and such parties.

**Article 11 - Indemnification**

- A. Contractor agrees to hold harmless, indemnify, and defend the District and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement. Notwithstanding the foregoing, Contractor shall only be responsible for any loss, damage, liability, claim or expense to the extent that (1) it is alleged and established that such loss, damage, liability, claim or expense was occasioned by the negligence or willful misconduct of Contractor or its employees or agents; and (2) Contractor is given prompt written notice of any such claim and is accorded the opportunity, at its own expense, to handle the defense against any such claim.

**Article 12 - Limitation of Liability**

- A. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District 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.

**Article 13 - Representations and Warranties**

- D. Contractor hereby represents and warrants to District that for the term of this Agreement:
1. Contractor shall perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry.
  2. Contractor will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product and Deliverables described in the Order(s). Contractor understands and acknowledges that Contractor is wholly responsible for ensuring compliance with all federal, state, and local laws associated with the delivery of all Services associated with this Agreement and associated Order(s).
  3. Contractor has all rights, approvals, and/or authorizations necessary to perform the Services hereunder, and provide the Product and/or Deliverables.
  4. Contractor is authorized to execute this Agreement, is qualified to perform the Services, and has good title to the materials, supplies and equipment constituting the Services, free from all liens, encumbrances and claims of others.
1. The Services and any Deliverables will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with District's use of the Services, Deliverables or its computer and telecommunications facilities.



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### E. Remedy

If a defect occurs or appears in the Deliverables or Services provided hereunder, it shall be presumed that Contractor failed to meet such standards, and Contractor shall promptly and at its own expense, correct or re-perform any such Services which fail to meet such standards within a reasonable time frame acceptable to District at no additional cost.

### F. Warranty of Delivery & Liquidated Damages

1. If the District orders Products by the 1st day of July in each calendar year, Contractor guarantees delivery of said Products prior to the opening of school in that same calendar year in which the textbooks and instructional materials are to be used.
2. For all other Orders for Products placed by the District, Contractor guarantees delivery of said Products within thirty (30) calendar days of Contractor's Account Representative's receipt of said Order unless Contractor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties.
3. Contractor agrees that liquidated damages may be assessed and recovered by the District in the event of delayed delivery. A Liquidated Damages Amount equal to 0.5% (one half percent) of the total dollar amount of the purchase order will be charged for each business day if the shipment is not received within 30 calendar days of receipt of the purchase order by Contractor's Account Representative unless Contractor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties. Further, if materials are not received within 30 calendar days of receipt of the purchase order unless Contractor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties, the Contract may be cancelled..
4. If the liquidated damages are not paid within the time specified above, the District may, in addition to its other remedies, deduct the same from any moneys due or to become due Contractor under this Agreement. The District has the express right to seek and obtain "actual damages" in addition to liquidated damages.
5. Provisions C.3. and 4. do not apply when delays are caused by conditions beyond the control of Contractor, as described in the Force Majeure provision.

### G. Warranty of Product

5. The Products shall be covered by Contractor's standard warranty terms and provisions, provided, however, that the warranty coverage shall be no less than the following: (i) The warranty period set forth therein shall run for one (1) year following shipment of the Product to the District and (ii) Contractor warrants the Products against defects in material and workmanship under normal use.
6. District has made and will make its own selection of the Products to be ordered hereunder based on its own evaluation of the character of such Product and its use needs.
7. Contractor shall forward to District all associated documentation provided or made available relating to the Products at no additional cost, such as operator/user manuals, training materials, guides, and functional/technical specifications, whether in writing, electronic means or otherwise, (collectively "Documentation").

## **Article 14 -       Publicity, Marks**

- H. During or after the term of this Agreement, the Contractor shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the District, its Affiliates, or this Agreement, without the District's prior written approval and compliance with any terms and conditions related to such use which the owner of the mark provides to the other Party.
- A. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

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**Article 15 - Insurance**

Contractor represents that it now carries, and agrees it will continue during the term of the Order to carry, as a minimum, insurance as listed below:

Type of Coverage	Limits of Liability
1. Worker's Compensation	\$1,000,000 per Accident or Disease
2. Employers' Liability	\$1,000,000 Bodily Injury by Accident or Disease, per person
3. Commercial General Liability including:	\$1,000,000 Each Occurrence
• Damage to Rented Premises	\$1,000,000 Each Occurrence
• Medical Expenses	\$10,000 (any one person)
• Personal & ADV Injury, including sexual abuse and molestation	\$1,000,000
• General Aggregate	\$2,000,000
• Products/Completed Operations Aggregate	\$2,000,000
4. Automobile Liability Insurance (owned, hired, and non owned)	\$1,000,000 Combined Single Limit (each accident)
5. Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
6. Commercial Crime Policy	\$1,000,000 / \$100,000 deductible
7. Errors & Omissions	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
8. Cyber Liability	\$1,000,000 Aggregate

- B. Prior to the start of Services, at each subsequent policy renewal date, and each time a change is made in any insurance policy or insurance carrier, Contractor shall furnish one (1) insurance certificate to District for the foregoing coverages as proof of such insurance. The certificate shall include:
1. Name of insurance carrier, policy number and expiration date;
  2. This Agreement number, or statement of blanket applicability;
  3. The coverages required, whether on the basis of claims made or per occurrence, and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Contractor);
  4. A statement that District and their respective officers, directors, employees and agents are additional insureds on Commercial General Liability, including an Additional Insured endorsement naming the District as an additional insured; and
  5. All policies required by this Agreement shall be written by insurance carriers licensed to do business in the state of California.
- C. The coverage may not be canceled, altered or permitted to lapse or expire during the term of this Agreement.

**Article 2 - Laws, Regulations and Permits**

- A. Contractor shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules and regulations, including but not limited to, those relating to wages, taxes, hours, environmental, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention and working conditions.

**Article 3 - Assignment and Subcontracting**

- A. Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, except to an affiliate or successor entity, and any such assignment or transfer without such consent shall be null and void.
- B. Notwithstanding District's written consent to a proposed subcontract, Contractor shall remain responsible for all subcontracted Services and the payment therefor, and Contractor shall be liable to District for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them.

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- C. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

**Article 4 - Authorized Representatives and Notices**

A. Contract Representatives, Notices

1. Any notice or demand required under the terms of this Agreement that must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand via a nationally recognized overnight carrier, or sent by Email with receipt confirmation addressed to the "Contract Representatives" named below. The effective date of any such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person or by overnight carrier.
2. The Contract Representatives are designated as follows:

For District	For Contractor
Oakland Unified School District Attn: David Chambliss Deputy Chief of Teaching and Learning 1000 Broadway, Suite 600 Oakland, CA 94607  Email: david.chambliss@ousd.org	Pearson Curriculum Customer Service P.O. Box 6820 Chandler, AZ 85246  Attn: Lauren Cammiso Account General Manager (510)906-7187 Email: lauren.cammiso@pearson.com

3. The Contractor's Contract Representative shall have the authority to make binding and enforceable decisions on behalf of their employer, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement. The District's Contract Representative shall have the authority to make binding and enforceable decisions on behalf of the District, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement, with the exception of amendments or modifications to this Agreement, which excepted amendments or modifications require the formal approval or ratification of the District's Board of Education. Either Party may change its Contract Representative designee by giving the other Party prior written notice thereof.

B. Account Representatives

1. Before commencing the Services, the Parties shall designate authorized Account Representatives to represent and act for them regarding the administration of the Services and all other aspects of the supply of Product and/or Deliverables. Such Account Representative shall have the authority to make binding and enforceable decisions regarding the Services to be performed.
2. The Account Representative is not authorized to terminate, suspend, change or waive any provision of, or amend this Agreement.
3. The Account Representatives are designated as follows:

For District	For Contractor
Oakland Unified School District Attn: Accounts Payable 1000 Broadway, Suite 440 Oakland, CA 94607	Pearson Attn: Lauren Cammiso Account General Manager (510) 906-7187  Email: lauren.cammiso@pearson.com

**Article 5 - Force Majeure**

- A. Neither Party to this Agreement shall be liable to the other to the extent any failure or delay in performing its

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obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting District, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

- B. The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Contractor shall notify District promptly of any such delay and shall specify the effect on the Product delivery as soon as practical.
- C. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, then the Party receiving the delayed performance may terminate this Agreement upon ten business days' notice to the other Party.

### Article 6 - Termination

#### A. Termination for Convenience

- 1. Either Party may terminate this Agreement, without cause and for its own convenience, by giving the other Party a written "Notice of Termination for Convenience," specifying the extent to which this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall provide a minimum of thirty (30) days' notification before the termination is effective.
- 2. After receiving such a "Notice of Termination for Convenience" and except as otherwise directed by District's Contract Representative, Contractor shall:
  - a. stop the Services on the date and to the extent specified in the termination notice; and
  - b. issue/place no further purchase orders for Products, except as may be necessary for completing such portions of the Orders which have not been terminated.
- 3. District's payment obligations shall be limited to the amounts owed up to the termination date.

#### B. Termination for Default

- 1. Either Party may terminate this Agreement in whole or in part by giving the defaulting Party a written "Notice of Termination for Default", specifying one or more of the following causes or circumstances:
  - a. if a Party becomes insolvent or makes a general assignment for the benefit of creditors; or
  - b. if a petition under the Bankruptcy Code is filed by or against a Party; or
  - c. if material and adverse developments affecting a Party's business come to the attention of the non defaulting Party, and it seeks but fails to receive from the Party in default reasonable assurances, in writing, as to its ability and intention to perform and complete its obligations under this Agreement; or
  - d. if a Party becomes involved in legal proceedings that in the non-defaulting Party's reasonable opinion materially interferes or will materially interfere with the defaulting Party's obligations under this Agreement; or
  - e. if the defaulting Party fails to perform any of the other material provisions of this Agreement and the Party in default does not cure such failure or substantially commence cure of such failure within ten (10) business days (or such longer period as the non-defaulting Party may authorize in writing) after delivery of notice from the non-defaulting Party specifying such failure.

#### C. An Order may be cancelled as follows:

- 1. District shall have the right to cancel or postpone, in whole or in part, any Order, without penalty, provided that notice of such cancellation or postponement is received by Contractor prior to shipment of the ordered Products; and

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2. If District cancels an Order following shipment of the Products but prior to delivery, District shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor Return Policy.
- D. Termination of this Agreement shall not affect the obligations of District or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order.

### **Article 7 - No Waiver**

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing", waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

### **Article 8 - Severance**

Should any term or condition of this Agreement be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and nevertheless remain valid, legal and enforceable, and the unenforceable provision will be severed from this Agreement.

### **Article 9 - Claims/Disputes/Governing Laws**

- A. This Agreement, any Order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of California, without regard to: (1) conflict of law principles or (2) the United Nations Convention on Contracts for the International Sale of Goods. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- B. Any claim or dispute which either Party may have against the other, arising out of this Agreement shall be presented by the claimant in writing to the other Party not later than thirty (30) days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.
- C. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a resolution, provided however, that nothing herein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process and initiating litigation to seek legal redress of any type or character.
- D. The Parties acknowledge that the remedies available to them under this Agreement, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under this Article and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.
- E. Except as expressly stated in this Agreement, the Parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved Party determines.
- F. The prevailing Party in any litigation arising out of or relating to this Agreement shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing Party, whether or not otherwise specifically awardable under any law or court rule.

### **Article 10 - Notice of Changes to Documents**

The Parties represent that neither Party has made any change to any documents constituting the Agreement that have not been brought to the attention of the other Party via a redlined document, e-mail correspondence nor other means reasonably calculated to put the other Party on notice of the change. Any such change shall render this Agreement terminable for breach by the other Party, at that Party's discretion, even if that Party has executed the Agreement.

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### **Article 11 - Survival of Obligations**

The obligations of the Parties in the following Articles herein shall survive termination, cancellation or expiration of this Agreement:

Article 6 - Rights in Deliverables  
Article 11 - Indemnification  
Article 13 - Limitation of Liability

Article 15 - Representations and Warranties  
Article 25 - Claims/Disputes/Governing Laws

### **Article 12 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Regarding Compliance with California Law**

Contractor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

Contractor also certifies that it has complied and its Products comply with California law, including but not limited to the laws governing school districts' consideration and adoption of curriculum and consideration and approval of contracts.

### **Article 13 - Execution/Counterparts/Electronic Transmission**

This Agreement (and any Order) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same document when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement (and any Order) electronic transmission. Each Party acknowledges that the delivery hereof by electronic transmission will have the same force and effect as delivery of original signatures.

### **Article 14 - Signature Authority**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

### **Article 15 - Contract Contingent on Governing Board Approval**

The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to Contractor absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

### **Article 16 - W-9 Form**

If Contractor is doing business with the District for the first time, complete and return with the signed Agreement the W-9 form.

### **Article 17 - Contract Publicly Posted**

This contract, its contents, and all incorporated documents (including Orders) are public documents and will be made available by the District to the public online via the Internet.

### **Article 18 - Entire Agreement**

This Agreement, including all Orders issued by District and accepted by Contractor pursuant to this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and any Order shall not be modified or rescinded, except by a writing signed by Contractor and District. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of this Agreement.

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Authorization

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

*Amie Eng*

Amie Eng  
President, Board of Education  
Superintendent  
Chief or Deputy Chief

6/6/18

Date

CONTRACTOR

*Matt Stricker*

Matt Stricker (May 25, 2018)

Contractor Signature

May 25, 2018

Date

Matt Stricker

VP Operations

Print Name, Title

6/6/18

Date

*D. Johnson-Trammell*

D. Johnson-Trammell  
Secretary, Board of Education

Approved by OUSD General Counsel 4/18/18

*Maureen Epps*

Maureen Epps  
General Counsel

6/4/18

Date

A.

Appendix D -  
Evaluation Rubric for  
6-8 Pearson



## 6-8 Curriculum Rubric

### Pearson: Piloter/Adoption Committee Feedback

This rubric was created by History Teacher Leaders in December 2017 as a standard against which to compare curricula. Teacher leaders synthesized the criteria from their knowledge of the 2016 CA History-Social Science Framework and survey responses from teachers across the district. It represents our OUSD hopes for a high quality, framework-aligned curriculum adoption that meets the needs of our diverse students and supports teachers in their long term and daily planning. We also acknowledge that no single curriculum will be able to meet all criteria, and that ongoing collaboration and teacher input will be necessary to our work.

Category	Sub-Category	Criteria Rating (0=no, 1=partially, 2=yes, 3=exceeds)	Notes Publisher: Pearson
Content	Primary and Secondary Sources	<ol style="list-style-type: none"> <li>1. Includes primary and secondary sources</li> <li>2. Lessons/activities utilize the sources</li> </ol>	<p>Bulk of primary sources are in Quests - online only? (EH)            In observation, video 1 shown by teacher contained a primary source from a white woman pioneer, video 2 addressed laborers who built roads (EH)            PS1: Yes            PS2: Yes, though analysis of text is much better than analysis of images (which are barely used and not contextualized) (SC)</p>
	Cultural Relevance	<ol style="list-style-type: none"> <li>1. Materials reflect multiple sources and perspectives</li> <li>2. Includes histories of people of color and challenges historically inaccurate, stereotypical representations</li> <li>3. Presents roles and contributions of LGBTQ people and people with disabilities (FAIR Act)</li> <li>4. Reflects current historical scholarship</li> </ol>	<p>7th grade - half of chapters are about Europe :( (piloters)            Most academic references to FAIR Act content (RBR)            Pearson is more serious in terms of scholarship. (NU)            In 8th gr. classroom observation, teacher showed 2 videos, one narrated by a white woman and one narrated by a perceived Latino man. (EH)            In 8th gr. classroom observation of Manifest Destiny lesson (note- lesson was not taught directly from Pearson lesson plan), Pearson materials had some mention of Native Americans. In textbook chapter 4 (Age of Jackson and Westward Expansion), 1 lesson (section) out of 7 is devoted to "Conflicts with American Indians," limited mention in other sections. (EH)            6th:            good features:            -full section on Persia            weak features:</p>

-not sure about all Quests (online) but the one trying to connect mandatory minimum sentences to legal systems in Mesopotamia is way beyond the abstract abilities of most 6th graders.

-primary sources in 6th text are all by men, about men

-weird identification of some secondary sources as primary sources, also source placement (e.g. Epic of Gilgamesh in the section about human evolution)

-Early Civ section uses info freely from different parts of the world: Mesopotamia, China, Mexico, BUT does it with no regard for chronology. For example, instead of using earlier examples, jumps to Maya from Mesopotamian city-states.

-very strange chronology implied by chapter order (students learn about all of Mesopotamia and the development of Judaism before Egypt)

-also, chronology in India section - extends through full Gupta empire. Why? That is 7th grade. Better to do more depth on earlier periods

-Having India unit before Greece unit means the book cannot reference Alexander's conquests or Hellenism when discussing Gupta empire. Not strong on interconnections

-interesting images, but they are used as illustrations, not sources. Example: in china section several clearly propagandist and/or mythical images from Ming era are used as if they are illustrating facts from earlier dynasties

-continued use of some pretty simplified narratives (e.g. Phoenicians were a unified society, Chinese civilization all originated from Shang, Hinduism is a clearly defined, essentially monotheistic religion)

-very little on Hellenistic kingdoms, so chapter implies Hellenism was limited to Mediterranean region - missed opportunity for story of interaction and trade

-book extends well past fall of western Rome rather than using extra space to focus on interconnections between Rome and rest of World

7th:

good features:

- Revisits full Roman Empire section, if teacher wants to use it

-more on Mongol Empires than most other books

-more extensive focus on Quanzhou/Site of Encounter than other sources

-small but decent section on Southeast Asia as a crossroads of trade and ideas

-includes section on pre-Columbian North America

-includes section on Kush and Axum (v. small) plus a bit about other African topics outside Ghana-Mail-Songhai

-best section on Global Convergence of all the texts

weak features:

			<p>- first chapter extends from 30 BCE to 1453 CE in Rome. Perhaps useful for setting up a grand chronology, but it creates a European backdrop for the entire rest of the text.</p> <p>- Fall of Rome Quest question is "Could the Fall of Rome have been prevented?" which is interesting, but pre-supposes the answer to the framework question (Did Rome Fall?). Did Rome fall? Is a better question because it doesn't engage counter-factuals and because it pushes students to dive deep into questions about what constitutes a polity and how to tell when its identity has changed.</p> <p>-entire Ottoman Empire is covered in 3 short paragraphs. Even less on Safavid. One paragraph on Mughal Empire.</p> <p>-Renaissance, Reformation could be better contextualized in terms of transregional connections - partly this problem comes from the regional (rather than chronological) structure of the text.</p> <p>page breakdown:  Europe: 247 (55%)  Middle East: 30 (7%)  Africa: 39 (9% incl. section on slave trade)  East Asia: 55 (12%)  Americas: 50 (11% incl. section on Spanish conquests in Latin America)  South Asia: 19 (4%)  SE Asia: 6 (1%)  Oceania: 0</p> <p>CR1: Not as good as McGraw Hill. Also, lack of good use of visual sources creates de facto tilt toward narrower sources/perspectives  CR2: Varies. Better breadth than some, but not good depth outside of Europe and a few other instances.  CR3: N/A but no  CR4: Some sections better than others. Global convergence better than other sections that prioritize regional chronology above interregional contacts and influences.</p>
Inquiry	Curriculum Design	<ol style="list-style-type: none"> <li>1. Backwards-designed curriculum</li> <li>2. Curriculum is organized around course, unit, and lesson level questions</li> <li>3. Inquiry questions create opportunities to draw connections to the present and students' experiences</li> </ol>	<p>Units are designed with cascading questions per framework- essential questions frame the unit, followed by supporting questions in individual lessons (JK)</p> <p>Sample essential question - "Why do people move?" (EH)</p> <p>Students generate additional questions related to the essential question - is there support to help students generate open-ended, critical/ relevant questions?</p> <p>Questioning is a skill in itself. (EH)</p>

	<p><b>Student Engagement</b></p>	<ol style="list-style-type: none"> <li>1. Includes varied activities including simulations, experiential exercises</li> <li>2. Discussion prompts and protocols are woven into curriculum</li> </ol>	<p>Definition of protocols for student engagement can be found in the front of the teacher edition (piloters)</p> <p>Active Classroom activities are explained in the introductory part of the teacher's manual. Strategies are suggested in the lesson planning guide, so it becomes a two step planning process for teachers (JK)</p> <p>In 8th gr. classroom observation, students seemed engaged in first video. (EH)</p>
	<p><b>Meaningful Assessments</b></p>	<ol style="list-style-type: none"> <li>1. High quality formative and summative assessments with a variety of DOK</li> <li>2. Varied culminating projects (not all essays)</li> <li>3. Assessments are aligned with HWTs</li> <li>4. Assessments are aligned with unit inquiry questions</li> </ol>	<p>Assignments include websites, blogs, discussions (piloters)</p> <p>7th grade textbook only had 1 paragraph dedicated to the fall of Tenochtitlan (piloters)</p> <p>Many of the Quests/Essential Questions are directly aligned with grade level HWT prompts (JK)</p>
<p><b>Literacy</b></p>	<p><b>Common Core Alignment</b></p>	<ol style="list-style-type: none"> <li>1. Opportunities to read complex, grade level texts and reading at student independent level</li> <li>2. Lessons provide explicit instruction of reading and writing strategies in the discipline</li> <li>3. Lessons provide frequent opportunities for students to read and write</li> <li>4. The majority of the lessons are focused on text (including maps, graphics, or other print materials)</li> </ol>	<p>Meets Common Core, but...</p> <ul style="list-style-type: none"> <li>- Some concerns about the many strategies offered, only shorter text and no notes options? There were many strategies offered throughout the teacher edition</li> <li>- Writing workshops throughout each unit (pilot)</li> </ul> <p>There are ELD resources available, might need further scaffolding (pilot)</p> <p>Text read feature, differentiated instructions included in each section (pilot)</p> <p>Every unit has a writing workshop component providing explicit instruction of strategies (JK)</p> <p>Pearson has a start-up that has students engage with concepts, there is not specific linguistic frame.</p> <p>Practice vocabulary doesn't seem like it's high leverage or related to key concepts/skills IN SOME LESSONS. There are others that seem high leverage. Many graphics for students to interact and respond to as part of the meaning making process. There are guides for helping students craft questions and other writing activities, like comparison of viewpoints and reading charts.</p> <p>There are some ELD lessons and call out for Integrated ELD in the online teacher resources. These resources aren't integrated into the online version of the textbook. Interactive Strategies are in the the call outs of the teachers edition and explained in the beginning of the TE. These strategies support collaboration and talk. (AK)</p>
	<p><b>ELD Alignment</b></p>	<ol style="list-style-type: none"> <li>1. Lessons incorporate language resources (e.g. sentence frames, tier 2 and tier 3 vocabulary, concept maps, etc.)</li> <li>2. Discussion activities support language acquisition</li> </ol>	

	<b>Access and Equity</b>	<ol style="list-style-type: none"> <li>1. Lessons support leveled reading opportunities for students that are not at grade level</li> <li>2. Lessons have built in differentiation options for ELLs and students with IEPs</li> </ol>	<p>In 8th gr. classroom observation, curriculum-embedded strategies to support student reading, writing, and discussion were not evident, though the teacher may have chosen not to use them (EH)</p> <p>In 7th grade classroom teacher identified integrated English Language Development suggestions for all 4 stages that are specific to the content- found in teachers manual for a lesson on the Aztecs p. 278 (JK)</p>
<b>Citizenship</b>	<b>Supports for Civic Engagement</b>	<ol style="list-style-type: none"> <li>1. Includes opportunities to make connections between historical content and current events</li> <li>2. Curriculum includes access to news/current event materials</li> <li>3. Opportunities for students to discuss and practice civic values along with course content</li> </ol>	<p>Some connections to current events. The 8th grade text is more relatable, which is expected. Teachers may need to supplement with outside sources (piloters)</p> <p>1 Didn't see a lot of references to current events but some reflective prompts. (KN)</p> <p>Mexican-American War unit includes civic discussion (EH)</p> <p>Some "Quest" projects include the examination of current events and conditions, such as "Should representation in the Senate be based on population?" and "Should America invest in high-speed rail? A debate for the House of Representatives"" in 8th grade curriculum (JK)</p>
<b>Usability</b>	<b>Ease of use for teachers</b>	<ol style="list-style-type: none"> <li>1. Could serve as an anchor text for instruction</li> <li>2. Lessons as written would support a new teacher</li> <li>3. Materials can be flexibly used or modified by seasoned teachers (lesson resources such as graphic organizers are editable)</li> <li>4. Includes digital supplements</li> <li>5. Does not require a lot of photocopying</li> </ol>	<p>If done verbatim, it is very repetitive. (piloters)</p> <p>Some organizers download as Word Docs which can easily be edited; others download as PDFs which cannot. Teachers can upload their own materials to the online lesson planner and assign them to students. This also helps with reducing photocopying (piloters)</p> <p>I like the fillable mini-games, that's a nice interactive feature and the notetaking. You can highlighting and annotating functionality continues. I don't know if teachers can modify the lessons. The opening of new windows is still annoying and, again, audio plays automatically which may be disruptive. It looks like there are assistive features like making text bigger but at the greatest text size, the literature becomes illegible. (KN)</p> <p>Pros:</p> <ul style="list-style-type: none"> <li>-Don't have teacher version (KN)</li> <li>-chapter videos online</li> <li>-new things open in new tabs (could be good or bad)</li> <li>-audio for every page is read by actual person, not computer</li> <li>-online features include quite a bit of practice and activities/projects</li> <li>-tone of writing is appealing, graphics pretty good</li> </ul> <p>(SC)</p>

			<p>Cons:</p> <p>The homepage lists only 6/7 content, but have to expand to see all three grade level content</p> <p>You have to open up a new window ALL THE TIME (KN)</p> <p>-movement from one place to another in digital sources is not intuitive (SC)</p> <p>Response from Publisher: Some of you shared feedback that there were too many clicks and windows when opening content. PearsonRealize will be updated this summer to address this! The 'click to open in a new window' page will be removed and content will open in the same viewing window. This update will occur for students and teachers, enabling easier and more seamless access to utilize content for whole group instruction</p> <p>In 8th gr. classroom observation, teacher used some Pearson materials (videos, interactive timeline) but created/gathered some materials herself (student worksheet, primary sources). (EH)</p> <p>From Publisher:</p> <p>Editable Active Journal Pages - Currently, the Active Journal pages are fillable when downloaded and opened in Adobe. We have requested the product enhancement of the Middle Grades Active Journal pages being available in .DOCX format as well as all the currently available PDFs being located in one folder. The Pearson Realize platform allows for continued product enhancement over the life of the course.</p>
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Summary chart from piloters:

Pros	Cons
Online text easy to access	Current events and real life connections few and far between, especially in the 6th and 7th grades
Inquiry-based questions and "Big Questions" were good and engaging	Where is the FAIR Act inclusion? Not prominent
Visuals are accessible and easy to read	Would like to see more variations in the activities

Appendix E -  
Budget Proposal for  
Ongoing Professional  
Learning



## OUSD History Budget Proposal for Ongoing Professional Learning

### Summary of Professional Learning Costs to Support Curriculum Adoption:

- ❖ **2018-19:**
  - Cost with 2nd Wednesday and PD Days - \$34,730.93
  - Cost without 2nd Wednesdays and PD Days - \$93,015.83
- ❖ **2019-20:**
  - Cost with 2nd Wednesday and PD days - \$\$3,576.30
  - Cost without 2nd Wednesday and PD days - \$54,708.60

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
<b>June 2018:</b> MS History Institute: Product Activation PD provided by Pearson (1 day), aligning grade level instruction to the 2016 CA History-Social Science framework (1 day)	Day 1: Product Activation: By the end of the training, participants will be able to: <ul style="list-style-type: none"> <li>● identify the main program components;</li> <li>● navigate the print and digital features of the program;</li> <li>● identify support for the California History-Social Science Content Standards and Framework;</li> <li>● understand planning options and lesson structure to plan instruction;</li> <li>● identify differentiated instruction opportunities; and</li> <li>● understand assessment and progress-monitoring options.</li> </ul> Day 2: Aligning with the CA HSS Framework <ul style="list-style-type: none"> <li>● identify the instructional shifts in the California History-Social Science framework in newly adopted materials</li> <li>● collaborate with grade level colleagues</li> </ul>	30 TSAs/ITLs/History Teachers	<b>Registration:</b> 1 Product Activation Day (no cost)	\$0
		20 teachers  (Assuming ~10 TSAs still under contract)	<b>Stipends:</b> \$18.34/hr x 6.5 hrs/day x 2 days	\$4,768.40



	to prepare to implement the curriculum			
<b>August 2018:</b> MS History Institute Product Activation PD provided by Pearson (1 day), aligning grade level instruction to the 2016 CA History-Social Science framework (1 day)	Day 1: Product Activation: By the end of the training, participants will be able to: <ul style="list-style-type: none"> <li>identify the main program components;</li> <li>navigate the print and digital features of the program;</li> <li>identify support for the California History-Social Science Content Standards and Framework;</li> <li>understand planning options and lesson structure to plan instruction;</li> <li>identify differentiated instruction opportunities; and</li> <li>understand assessment and progress-monitoring options.</li> </ul> Day 2: Aligning with the CA HSS Framework <ul style="list-style-type: none"> <li>identify the instructional shifts in the California History-Social Science framework in newly adopted materials</li> <li>collaborate with grade level colleagues to prepare to implement the curriculum</li> </ul>	120 MS teachers	<b>Registration:</b> 4 Product Activation Sessions (no cost)	\$0
		6 grade level teacher leaders	<b>Stipends for facilitating the grade level planning day</b> \$34.67/hour x 6.5 hrs x 1 days = \$225.36 per person	\$1,352.13
		120 MS teachers	<b>Stipends for attending August institute:</b> \$18.34/hour x 6.5 hrs x 2 days = \$238.42 per person	\$28,610.40
<b>Monthly on 2nd Wednesdays:</b> Cross-site collaboration in course teams, facilitated by history specialists*	Analyze student work, unit assessments, and History Writing Task data. Backwards plan units and lessons utilizing adopted materials. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	90 Teachers	\$0	\$0
<b>Professional Learning Days on 9/28/18 &amp; 1/25/19:</b>	By the end of the training, participants will be able to: <ul style="list-style-type: none"> <li>describe the classroom components</li> </ul>	90 Teachers	<b>Registration:</b> \$2800 per 30 teachers	\$8400 <i>(included in</i>

Pearson Implementation Essentials (1 day)	<p>and resources in the myWorld Interactive Social Studies™ program;</p> <ul style="list-style-type: none"> <li>• summarize the philosophy, pedagogy, and basic organization of the myWorld Interactive program;</li> <li>• utilize technology and hands-on activities to facilitate and extend learning beyond the classroom.</li> </ul>			<i>quote)</i>
<b>TOTAL NOT INCLUDED IN QUOTE</b>				\$34,730.93
<b>Additional costs if 2nd Wednesday and Professional Learning Days are not available (one or both of the below would be needed):</b>				
<b>2 Saturday Sessions:</b> Pearson Implementation Essentials	By the end of the training, participants will be able to: <ul style="list-style-type: none"> <li>• describe the classroom components and resources in the myWorld Interactive Social Studies™ program;</li> <li>• summarize the philosophy, pedagogy, and basic organization of the myWorld Interactive program;</li> <li>• utilize technology and hands-on activities to facilitate and extend learning beyond the classroom.</li> </ul>	90 Teachers total	<b>Registration:</b> \$2800 per 30 teachers	\$8400 <i>(included in quote)</i>
			<b>Stipends for all sessions:</b> \$18.34/hour x 6.5 hrs x 1 days = \$119.21 per person	\$10,728.90
<b>10 Weekday After-School Sessions:</b> Cross-site collaboration in course teams, facilitated by history specialists*	Analyze student work, unit assessments, and History Writing Task data. Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	90 Teachers	<b>Stipends for all 10 sessions:</b> \$26.42/hour x 2 hrs x 10 days = \$528.40 per person	\$47,556
<b>TOTAL NOT INCLUDED IN QUOTE</b>				\$93,015.83

**Budget Proposal for 2019-20**

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
<b>August 2019:</b> MS History Pearson Product Activation for New Teachers	Product Activation: By the end of the training, participants will be able to: <ul style="list-style-type: none"> <li>● identify the main program components;</li> <li>● navigate the print and digital features of the program;</li> <li>● identify support for the California History-Social Science Content Standards and Framework;</li> <li>● understand planning options and lesson structure to plan instruction;</li> <li>● identify differentiated instruction opportunities; and</li> <li>● understand assessment and progress-monitoring options.</li> </ul>	30 Teachers	<b>Registration:</b> 1 Product Activation Day (no cost)	\$0
			<b>Stipends:</b> \$18.34/hr x 6.5 hrs/day x 1 days	\$3,576.30
<b>Monthly on 2nd Wednesdays:</b> Cross-site collaboration in course teams, facilitated by history specialists*	Analyze student work, unit assessments, and History Writing Task data. Backwards plan units and lessons utilizing adopted materials. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	90 MS Teachers	\$0	\$0
<b>Professional Learning Day in Sept/Oct 2019</b> Pearson Implementation Essentials for New Teachers (1 day)	By the end of the training, participants will be able to: <ul style="list-style-type: none"> <li>● describe the classroom components and resources in the myWorld Interactive Social Studies™ program;</li> <li>● summarize the philosophy, pedagogy, and basic organization of the myWorld Interactive program;</li> <li>● utilize technology and hands-on activities to facilitate and extend</li> </ul>	30 MS Teachers	<b>Registration:</b> \$2800	\$2800  <i>(included in quote)</i>

	learning beyond the classroom.			
<b>TOTAL NOT INCLUDED IN QUOTE</b>				\$3,576.30
<b>Additional costs if 2nd Wednesday and Professional Learning Days are not available (one or both of the below would be needed):</b>				
<b>1 Saturday Session:</b> Pearson Implementation Essentials for New Teachers (1 day)	By the end of the training, participants will be able to: <ul style="list-style-type: none"> <li>describe the classroom components and resources in the myWorld Interactive Social Studies™ program;</li> <li>summarize the philosophy, pedagogy, and basic organization of the myWorld Interactive program;</li> <li>utilize technology and hands-on activities to facilitate and extend learning beyond the classroom.</li> </ul>	30 Teachers	<b>Registration:</b> \$2800 per 30 teachers	\$2800 <i>(included in quote)</i>
			<b>Stipends for all sessions:</b> \$18.34/hour x 6.5 hrs x 1 days = \$119.21 per person	\$3,576.30
<b>10 Weekday After-School Sessions:</b> Cross-site collaboration in course teams, facilitated by history specialists*	Analyze student work, unit assessments, and History Writing Task data. Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	90 Teachers	<b>Stipends for all 10 sessions:</b> \$26.42/hour x 2 hrs x 10 days = \$528.40 per person	\$47,556
<b>TOTAL NOT INCLUDED IN QUOTE</b>				\$54,708.60

\*History specialists are currently not funded for 2018-19

#### Recurring Professional Learning Costs after 2019-20

#### 6-8

Annual Product Activation and Implementation Essentials trainings are included in the quote provided by Pearson. The only recurring costs would be for teacher stipends.

Appendix F -  
Complete List of  
History Curriculum  
Pilot and Adoption  
Guidelines



### History Curriculum Pilot and Adoption Non-Negotiables

(This document also draws extensively from the Core and Supporting Actions described in “A Check List for System Leaders to See What’s Happening Across the System,” which was created to concretize *Practice What You Teach*, published by Sue Pimentel and Ross Wiener. The Check List is currently still in draft form, so expect changes.)

<b>Pilot High Quality Instructional Materials (HQIM)</b>	
“Request for Information” to various curriculum publishers.	Completed
<b>Vet</b> materials centrally. In addition to internal expertise, refer to <b>State Adoption guidelines</b> .	Completed
Determine <b>pilot expectations</b> and resources to support implementation.	Completed
<b>Survey</b> teachers to identify teacher priorities/needs for adoption. (*Co-construct survey with Teacher Leaders and coaches.)	Completed
<b>Explicitly name</b> members of the <b>pilot and adoption committee</b> , and <b>ensure</b> participation by key stakeholders and specialists: SPED services, ELLMA, administrators, etc.	Completed
Co-construct (or simply build shared understanding) <b>curricular criteria</b> with stakeholders, particularly piloting teachers. Include “ <b>Social Content Review</b> .” Acknowledge that no single curriculum will be able to meet all the desired criteria.	Completed
Provide <b>broad access</b> (teachers, Teacher Leaders, coaches) to curricula options and gather feedback. (This may allow for an initial narrowing of options, using the criteria rubric to collect feedback.)	Completed
Schedule time for <b>publishers to present their curricula</b> (ideally a narrowed choice, with some recommending ~2; the drawback to this is limiting the options may limit teachers’ sense of ownership of the process and a compelling final vote), Match piloting teachers with first or second choices.	Complete
<b>Train teachers</b> to implement pilot materials (ideally, done by publishers with expertise in the curriculum) and disseminate materials.	Completed
<i>Schedule another session with publishers for piloting teachers to bring <b>implementation challenges</b> to the experts. (Example agenda)</i>	<i>Optional - share rubric feedback</i>
Schedule and implement at least one (preferably multiple) engagements with piloting teachers to <b>evaluate implementation against criteria and record evidence</b> of ratings. Include a student work analysis to answer the question of “what student work does this curriculum elicit?” (Example agenda)	Completed



Schedule <b>observations</b> of all piloting teachers, and collect data using the shared criteria.	Completed
Present final choice materials to <b>parent and community</b> and collect feedback. ( <u>English</u> , <u>Spanish</u> , <u>Cantonese</u> , and <u>Khmer</u> ). Share this feedback with piloting teachers.	Completed
Collect <b>feedback from students</b> in piloting classes ( <u>survey</u> , more appropriate for upper-grade students, or interview).	Completed
Pilot teachers, in curriculum-alike groups, <b>create and deliver presentations</b> to share the strengths and weaknesses of their curricula. All <b>submit final votes/recommendations</b> on all curricula.	Completed
Conduct a <b>central analysis</b> of final contenders with curriculum committee experts.	Completed
Communicate final choice materials to <b>school site administrators (principals) and Network Superintendents</b> , including unit maps, sample lessons, and other resources.	Complete in May
Provide access to the " <u>Curriculum Waiver Form</u> " for those schools determine they would use another curriculum.	Complete in May

# Appendix G - Timeline of Events and Engagements



# History-Social Science Materials Adoption

## Grades 4-5 and 6-8 | 2017-18

### Timeline of Events and Engagements

<b>IG</b> = Information Gathering	<b>PD</b> = Professional Development	<b>CS</b> = Communication/ Stakeholder Feedback	<b>P</b> = Piloting Process	<b>D</b> = Deliberation
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Date	Event	Type	Audience/ Stakeholders Engaged
Sept-Nov 2017	Initial screening meetings with publishers, review of state-adopted publisher programs, questionnaire responses collected	IG	Central history team
Oct-Nov 2017	CA 2016 History-Social Science Framework: Instructional Shifts Training	PD	6th-12th grade History Teacher Leaders
Nov-Dec 2017	CA 2016 History-Social Science Framework: Planning for Inquiry Trainings	PD	4th-12th grade history-social science teachers
Dec 12, 2017	Creation of 6-8th grade curriculum rubric based on teacher survey data collected from 4th-12 grade history-social science teachers	P	6th-12th grade History Teacher Leaders
Dec 18, 2017	Feedback on proposed adoption process and communication plan	CS	Oakland Education Association
Dec 27, 2017	Memo on adoption process and timeline shared	CS	Network superintendents and Executive Directors
Dec 2017-Jan 2018	Recruitment of piloting teachers from among teachers who attended framework trainings	P	Framework-trained 4th-8th grade history-social science teachers
Jan 9, 2018	Adoption memo with process and timeline shared with elementary, middle and high school principals	CS	OUSD principals
Jan 11, 2018	Creation of 4-5th grade curriculum rubric based on teacher survey data	P	Elementary History Focus Group
Jan 11 & 18, 2018	Adoption memo in OUSD Works	CS	OUSD leaders
Jan 9 & 22, 2018	Publisher trainings provided by McGraw Hill, National Geographic, Pearson, and TCI	P	6th-8th grade piloting teachers
Jan 18, 24, & 31, 2018	Publisher trainings provided by McGraw Hill, Pearson, and TCI	P	4th-5th grade piloting teachers

Date	Event		Audience/ Stakeholders Engaged
Jan, 2018	Recruitment of Adoption Committee members	CS	Elementary and middle school principals, literacy, ELL, & SPED specialists, world and U.S. history content experts, parents, Office of Equity representatives
Feb 9, 2018	Feedback on proposed plan for family and community engagement	CS	Community School Managers
Feb 13 & 28, 2018	6th-8th grade and 4th-5th grade (respectively) comparison of content across publishers with focus on perspective, narrative, and bias	P	4th-8th grade piloting teachers
Feb 27, 2018	First Adoption Committee Meeting: Overview of publisher materials and initial review	CS	Adoption committee members representing key stakeholder groups
Feb 28, 2018	Family/community and teacher flyers delivered to all middle and elementary schools. Family community flyers sent in four languages. Flyers explain adoption process and invite audience to family/community curriculum reviews on 3/14 and 3/19.	CS	Family/community members at elementary and middle schools; all 4th-8th grade history-social science teachers
Feb-Mar , 2018	Review of 4th-5th grade publisher materials for FAIR Act Content	CS	Elementary History Focus Group
Mar 7, 2018	Presentation and curriculum review	CS	All City Council leadership team
Mar 13 & 20, 2018	6th-8th grade and 4th-5th grade (respectively) piloting feedback and rubric synthesis	P	4th-8th grade piloting teachers
Mar 14 & 19, 2018	6th-8th grade and 4th-5th grade (respectively) Family and Community Curriculum Review events	CS	Family members, community members, and non-piloting teachers at middle and elementary schools
Mar 22, 2018	Curriculum review workshop at Middle School Peer Resource and Ethnic Studies Conference	CS	6th-8th grade students
Mar 27, 2018	Second Adoption Committee Meeting: Second review of materials to address key questions raised in piloting process	CS	Adoption committee members representing key stakeholder groups
Jan-Apr, 2018	Adoption updates shared monthly in OUSD History Newsletter	CS	6th-12th grade history-social science teachers
Apr 10, 2018	Third Adoption Committee Meeting: Deliberation on final recommendations along with piloting teachers	D	4th-8th grade piloting teachers and adoption committee members representing key stakeholder groups

Appendix H -  
Adoption Committee  
Overview, including  
list of members

## Overview of the History Curriculum Committee

2017-18

**Purpose:** The purpose of History Curriculum Committee is to support the adoption of the curriculum materials for grades 4-8, beginning in school-year 2018-19. The Committee's specific and unique role in the adoption process is to ensure that their specific student, school, and family groups are represented in the selection and evaluation of these curricular materials.

**Essential Tasks:** There are three key functions of this group. Those that agree to join the committee must be willing and able to complete these functions. (Note: Completing these functions doesn't require attendance at meetings, but it will require a time commitment by the participant.)

- Examine the State review of the publisher materials, piloting teacher evaluation of curriculum, and other stakeholder feedback.
- Evaluate the curriculum materials (for all 4 of the publishers) using the History Curriculum Rubric. Each member should select the criteria that is most relevant to the group that you represent.
- Capture what you consider to be gaps in the curriculum, according to your particular Curriculum Committee lens, and the implications for addressing gaps in the selected curriculum. (*See below for more information about this. An example would be that the the Committee member that represents Instructional Technology would evaluate and comment on the materials through this lens.*)

**Process:** The following is an outline of the steps leading the final recommendation to the board.

1. Teacher leaders pilot materials and submit their initial scores on the rubric and a ranking of the curriculum based on these scores. As part of the piloting process, student feedback is collected through a survey.
2. Family and community members and non-piloting teachers provide feedback on strengths and weaknesses of the curriculum options through Curriculum Review events. Teacher and student feedback from the piloting process are provided at these events.
3. Piloting teachers and history teacher leaders share feedback from the piloting process and gather feedback from their departments.
4. Curriculum Committee members review and rate the curriculum based on the rubric and rank the curriculum based on their scores, as well as the feedback from teachers, students, and community. Key gaps are identified.
5. The Committee deliberates on the best option to recommend for for each grade span, given feedback from various stakeholder groups.
6. Specialists present the choice to the Board of Education for approval.

Committee Leads: Jeannie Kohl, Elizabeth Humphries

Reviewer Name	Stakeholder Group/ Area of Expertise	School/ Office/ Organization
Abbey Kerins	Literacy	Teaching and Learning
Lubia Sanchez	Dual Language	ELLMA



Latora Bainbridge	Teacher, grades 6-8, Special Ed	Frick Impact Academy
Lailan Huen	APISA	Office of Equity
Kyleigh Nevins	Instructional Technology	Teaching and Learning
Rachel Reinhard	U.S. History	UC Berkeley History-Social Science Project
Shane Carter	World History	UC Berkeley ORIAS
Kristin Smith	Parent	Franklin, Claremont
Neha Ummat	Principal, middle school	West Oakland
Ingrid Seyer-Ochi	Principal, elementary	Franklin

<b>Piloting Teacher</b>	<b>Grade level(s)</b>	<b>School</b>
Lilia Martin	4	Fruitvale
Freida Baker-Nash	4	Howard
Eva Beleche	4	Global Family
Sarah Bin	4/5	Joaquin Miller
Anna Fisher	4	Redwood Heights
Susan Swenson-Brookes	4/5	Montclair
Alma Buenavista	4/5	Allendale
Jennifer Brouhard	5	Glenview
Eileen Walker	5	Joaquin Miller
Dana Watchorn	5	Sequoia
Candice Fukumoto	6	United For Success Academy
Rose Chardak	6	ROOTS International
Jhunehl Fortalezza	6	Claremont
Sara Richard	6	Claremont
Morgan Kirschbaum	6	Edna Brewer
Andrew Rosequist	6/7	Westlake



Stephanie Ullman	6	Elmhurst Community Prep
Benjamin Achtenberg	7	Bret Harte
Danielle Bastien	7	Bret Harte
Edward Zacher	7	Westlake
Ian Kaferle	7	Claremont
Patricia Rexrode	7	Elmhurst Community Prep
Gayle Schooley	8	Montera
Latora Bainbridge	8	Frick Impact Academy
Marisa Villegas	8	Melrose Leadership Academy
Dale Kim	8	Edna Brewer
Matthew Steigerwald	8	Edna Brewer

Timeline for Curriculum Adoption Committee:

February	March	April
<p>1 meeting: (2/27)</p> <ul style="list-style-type: none"> <li>• Overview of the process and clarify the role of the committee</li> <li>• Initial walk through of publisher and digital and print materials</li> </ul>	<p>1 meeting: (3/27)</p> <ul style="list-style-type: none"> <li>• Review notes from piloting teachers and student survey data.</li> <li>• Score curriculum on the adoption rubric and capture notes about gaps that are noticed.</li> </ul> <p><i>Optional meeting on 3/13 for more assisted curriculum review.</i></p>	<p>1 meeting (4/10)</p> <ul style="list-style-type: none"> <li>• Share final rankings by all members and final recommendation</li> <li>• Get feedback on the gaps and implications to highlight to the BOE</li> </ul> <p><i>Expected presentation to the BOE in May</i></p>

Appendix I -  
Expectations for  
Piloting Teachers

## 4-8 History-Social Science Piloting Expectations

### Participating Teachers

#### Requirements

- Attend publisher trainings in January for the materials you will pilot
- Teach one chapter *each* (up to 2 weeks of lessons total) from 2 *publishers*
  - Finish teaching the materials before March 13 (6-8) or March 20 (4-5)
  - Components to be piloted:
    - Daily lesson plans
    - Multimedia resources
    - Inquiry question/evidence sets
    - Assessments
- Be open to 1-2 classroom visits
- Collect student work during the pilot process and be ready to share thoughts with colleagues
- Collect feedback from students. Survey will be available Friday, 1/19/18.
- Give evaluation and recommendation for adoption based on our adoption rubric

#### Optional

- Teach a chapter from a third curriculum

### Teaching and Learning

- Provide \$150 stipend
- Support around curricular implementation (Jeannie Kohl and Elizabeth Humphries)
- Gather and organize pilot data to share with broader community, and to make official recommendation to Chief Academic Officer

### Publishers

#### Requirements

- Provide professional development on selected dates in January

#### Optional

- Provide additional coaching and support to teachers as requested/ needed



Appendix J -  
Summary of Student  
Survey Responses on  
Piloted Curriculum

# Summary of Student Survey Feedback

## Table of Contents

### **Middle School Feedback:**

[6-8 McGraw Hill](#)

[6-8 National Geographic](#)

[6-8 Pearson](#)

[6-8 TCI](#)

### **Elementary School Feedback:**

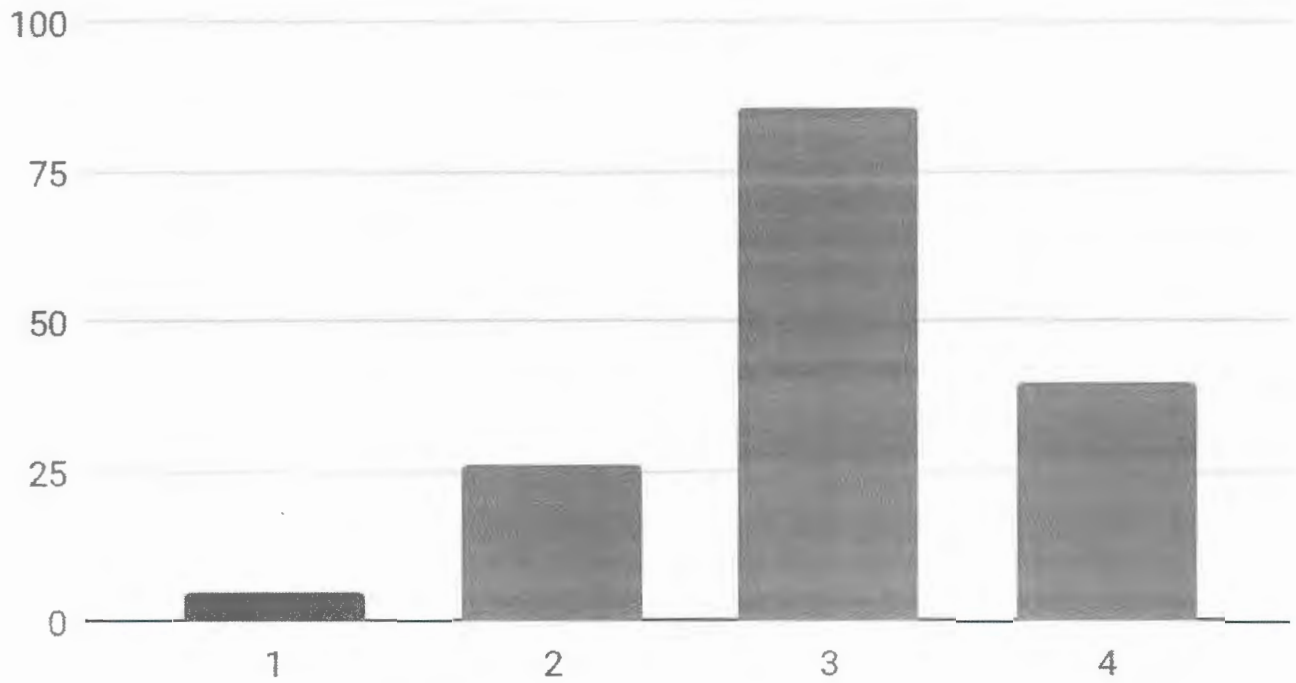
[4-5 McGraw Hill](#)

[4-5 Pearson](#)

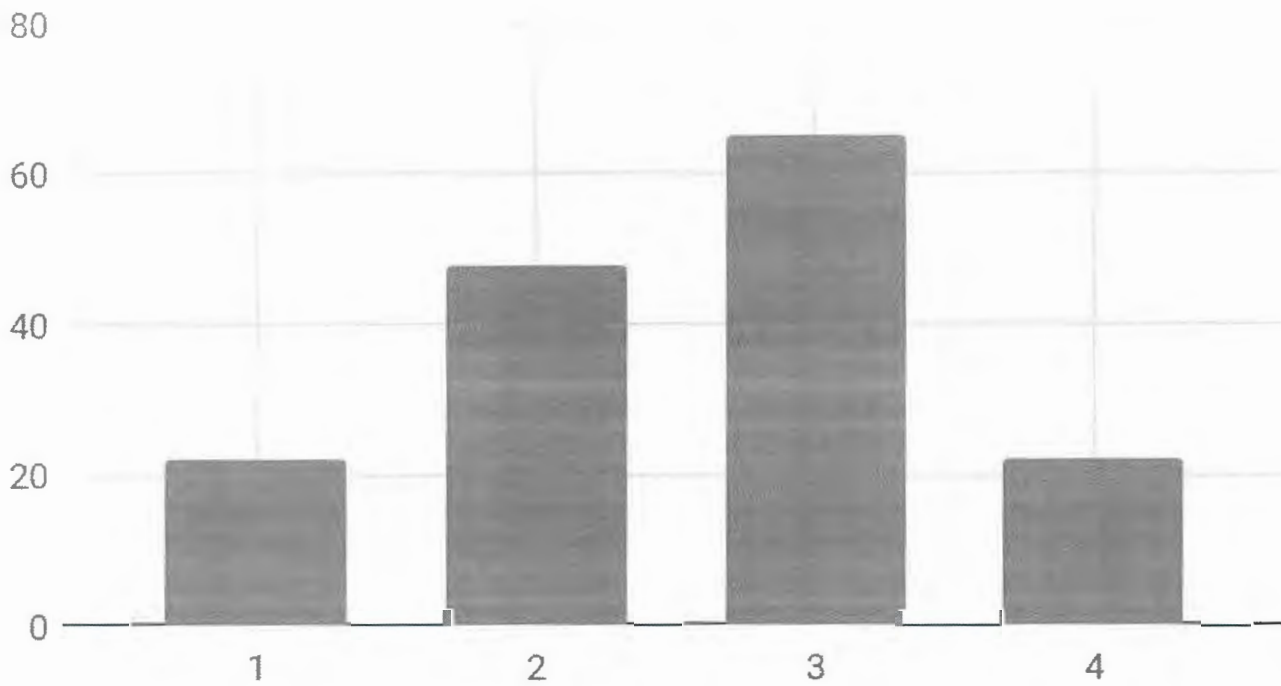
[4-5 TCI](#)

[\*\*Link to All Student Survey Feedback\*\*](#)

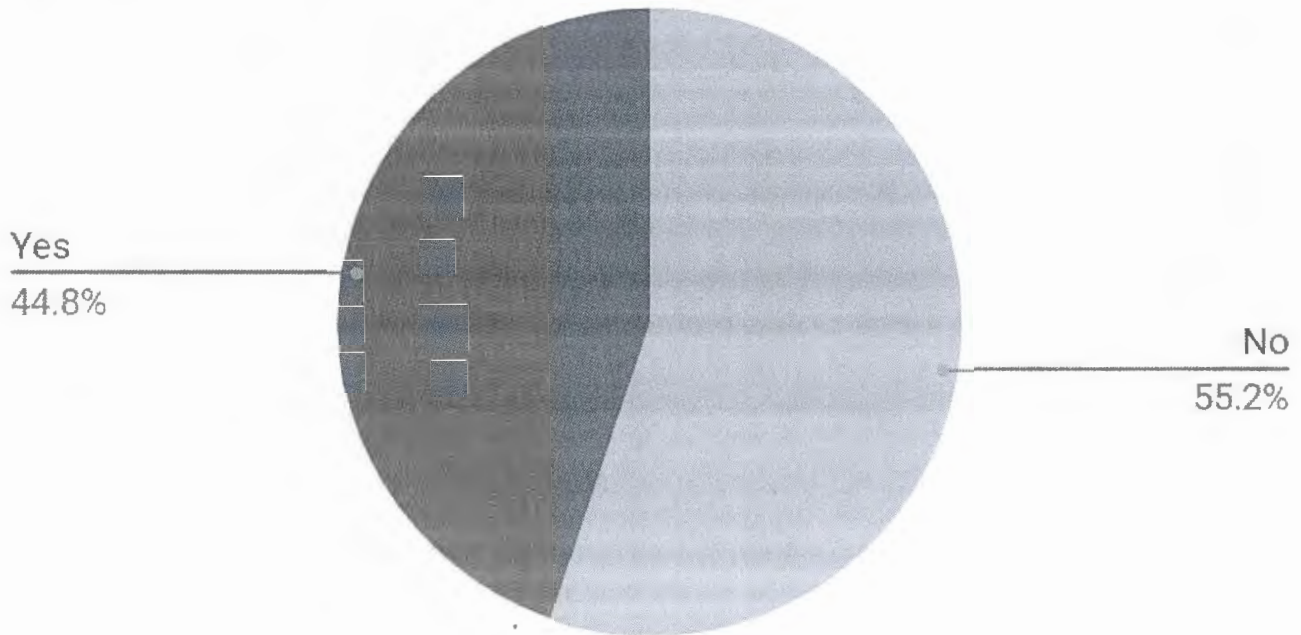
On a scale of 1-4, how much did these materials help you learn?



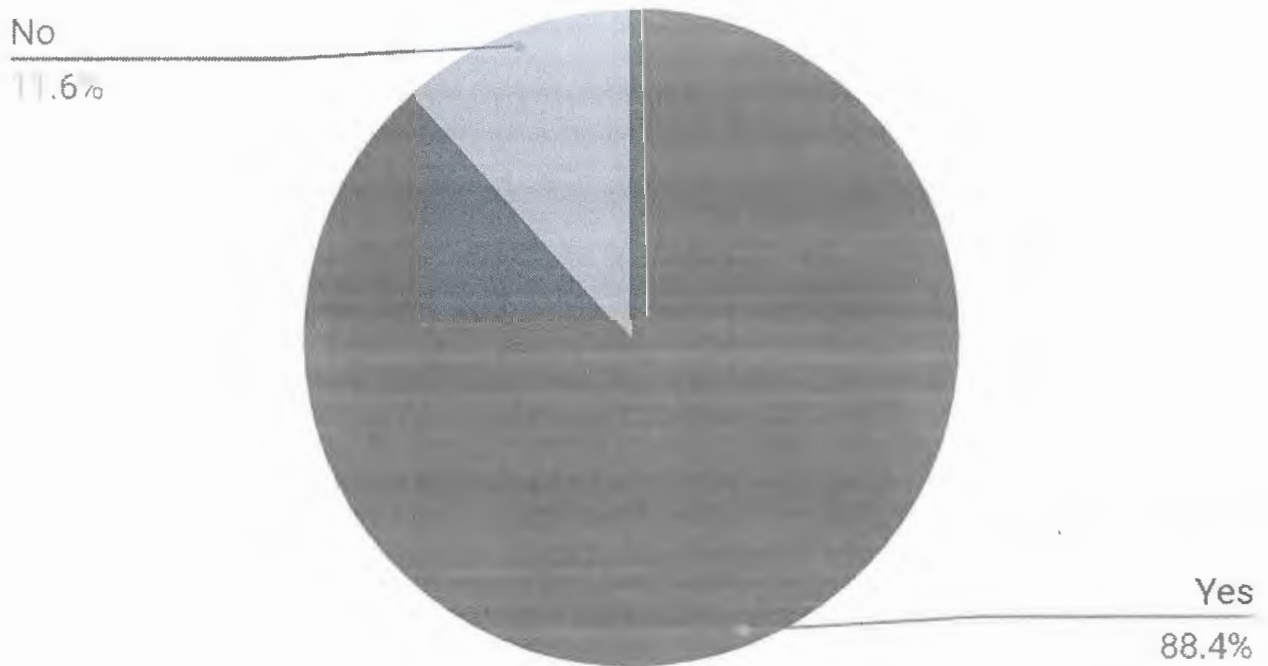
On a scale of 1-4, how interesting and engaging were the materials?



The materials helped me make connections between the topic and my life



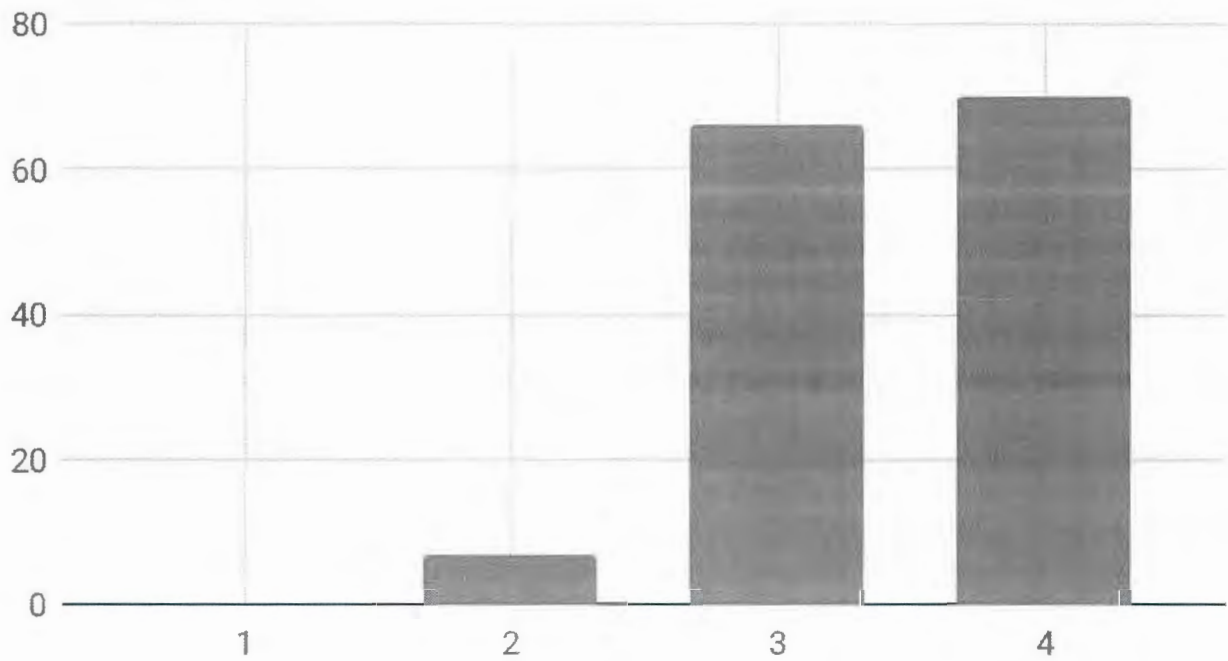
I could understand the text in the lesson(s)



- it simplified a lot of things down and it gave activities and i was able to understand it as well and it was a really good use and it had made me want to do more of this in the next year (6th grader)
- this is better than tci (6th grader)
- TCI history book was way better (6th grader)
- need more help in some of the stuff in the textbook and some of the notes. (6th grader)
- the photography was good and it had lots of pictures. (6th grader)
- The class was bored with it. A lot of us learned less. (6th grader)
- The website was kinda laggy when our teacher showed us a video (6th grader)

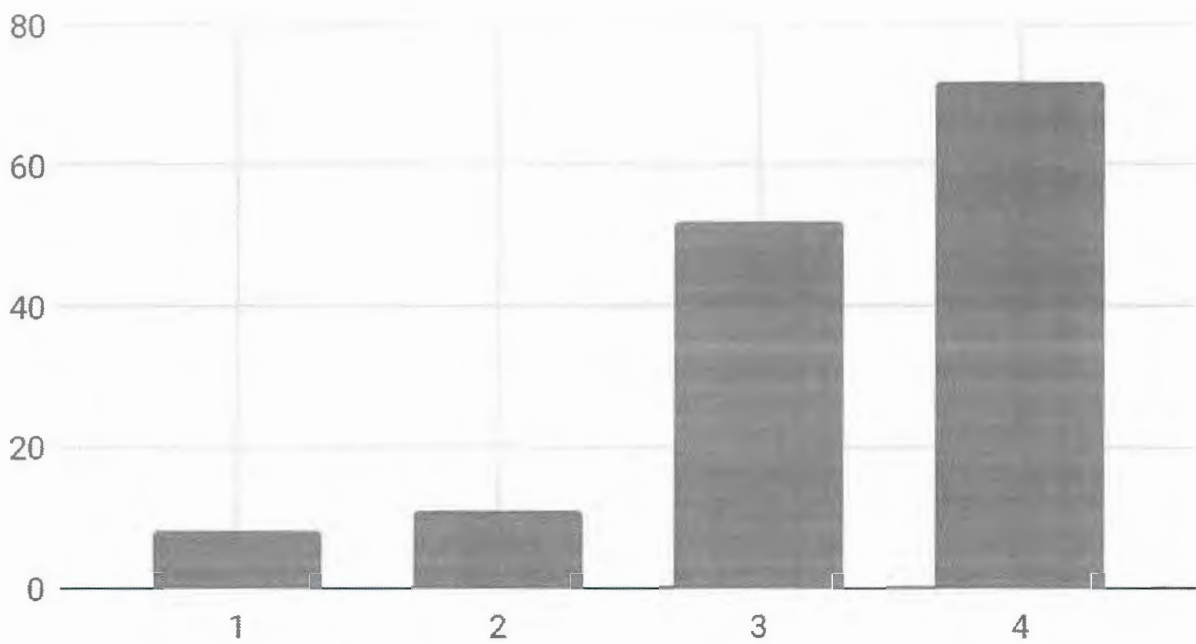
6-8 National Geographic

On a scale of 1-4, how much did these materials help you learn?



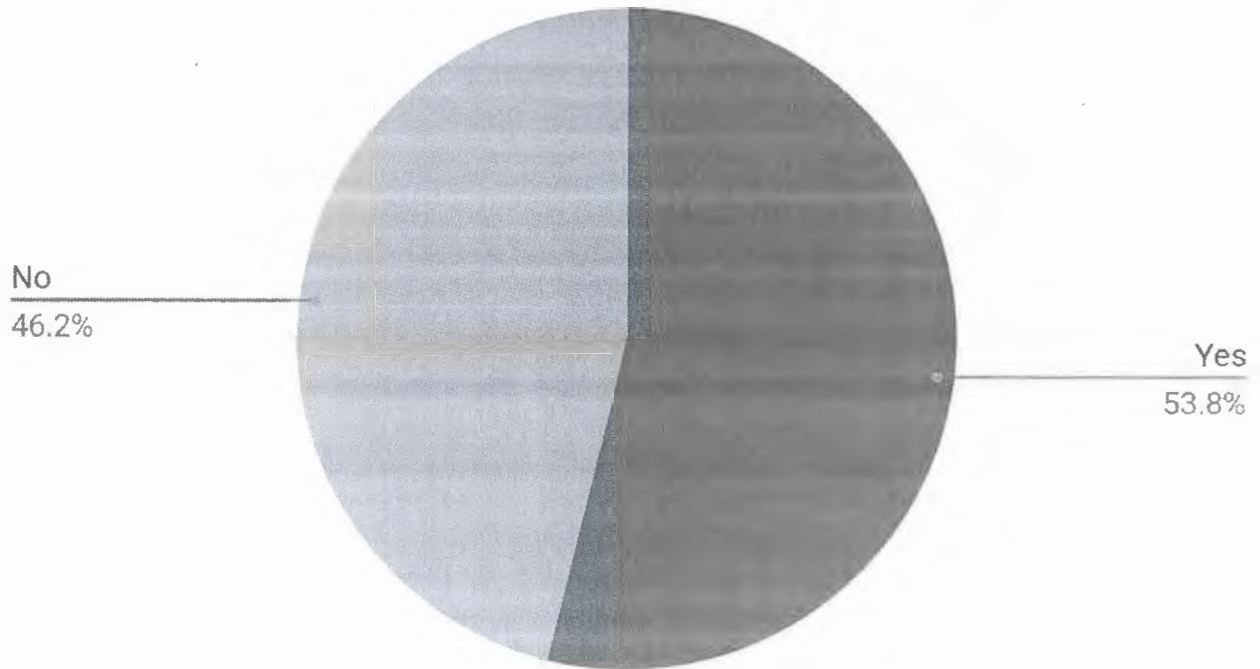
6-8 National Geographic

On a scale of 1-4, how interesting and engaging were the materials?



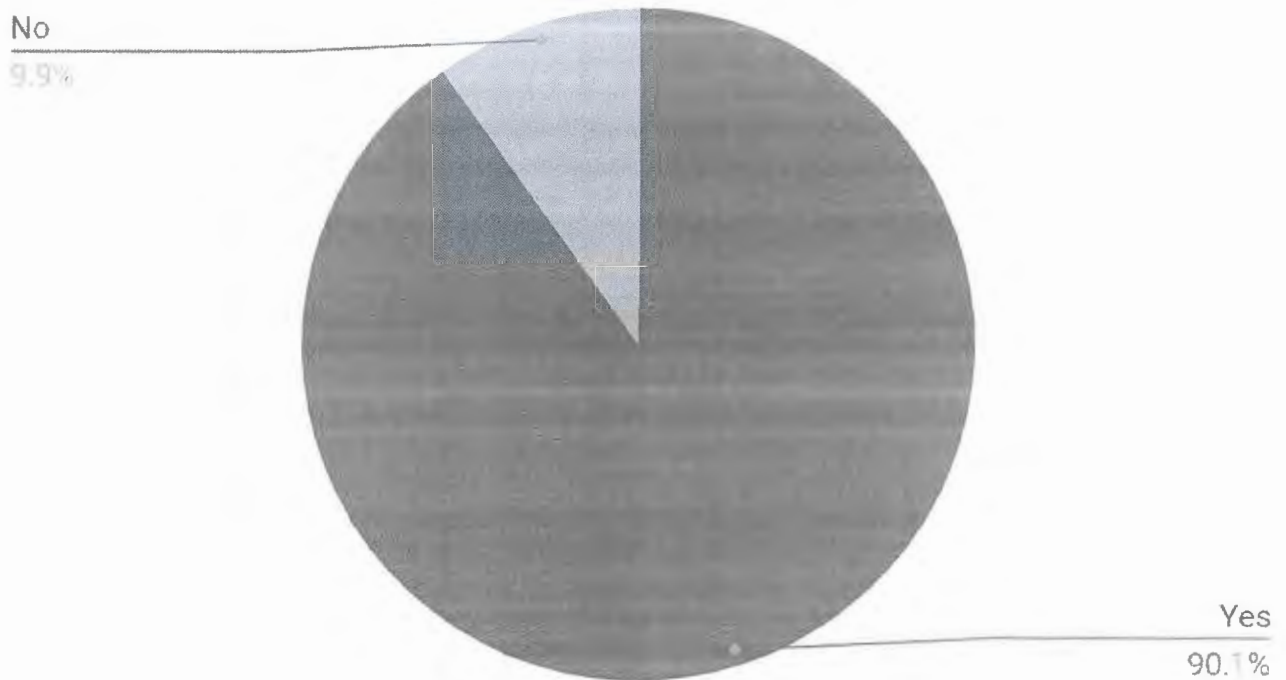
6-8 National Geographic

The materials helped me make connections between the topic and my life



6-8 National Geographic

I could understand the text in the lesson(s)

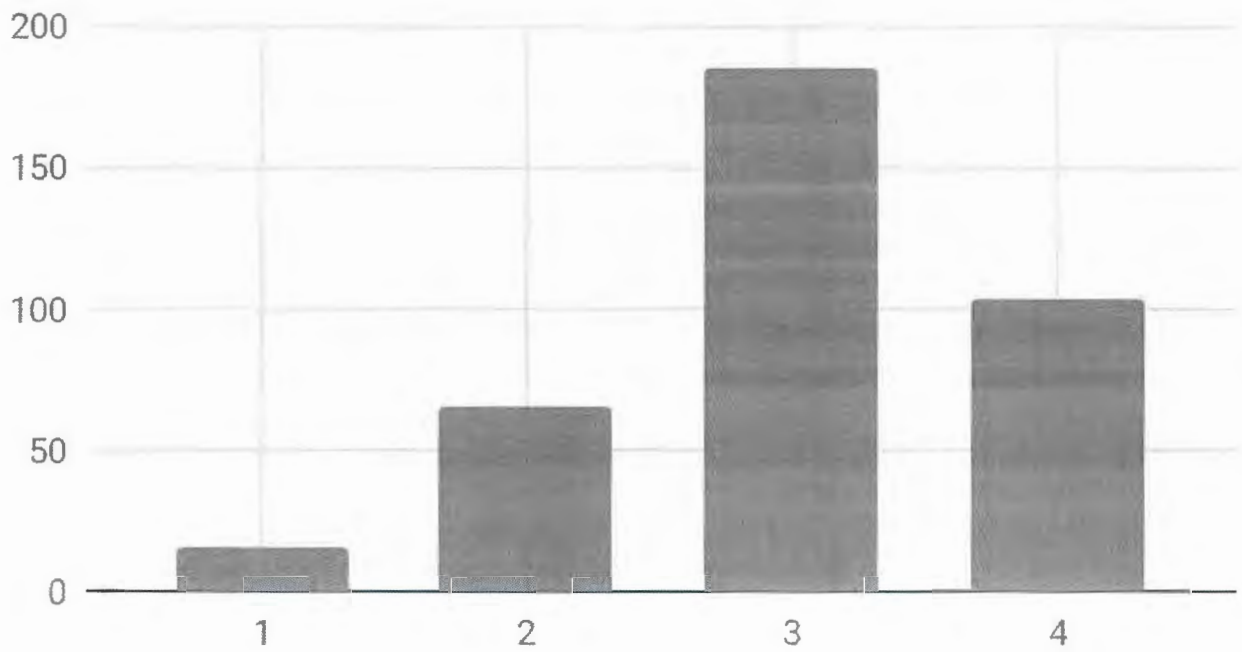


- They helped me understand the laws of Ancient Rome. (6th grader)
- It was pretty biased, and the writing format was bad. (6th grader)
- I liked the pictures because they were very interesting and fascinating. (6th grader)
- I liked how they put in timelines to teach you important things about countries. (6th grader)
- too much information. (6th grader)
- These are good materials. (7th grader)



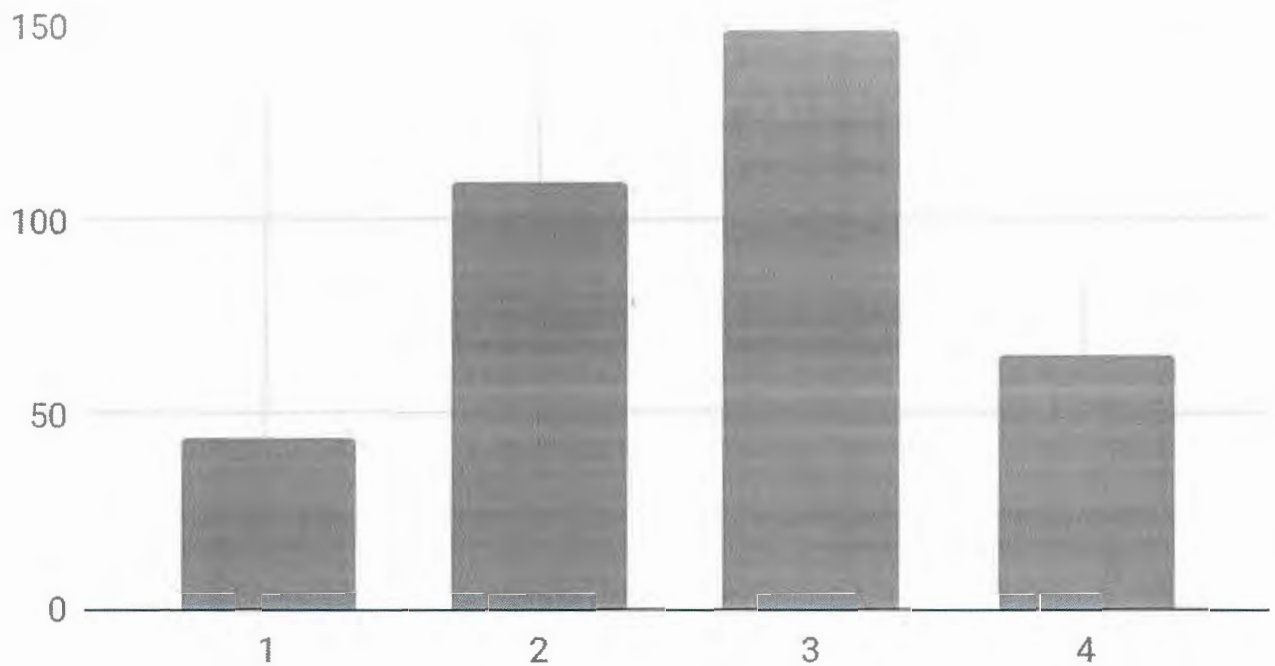
6-8 Pearson

On a scale of 1-4, how much did these materials help you learn?



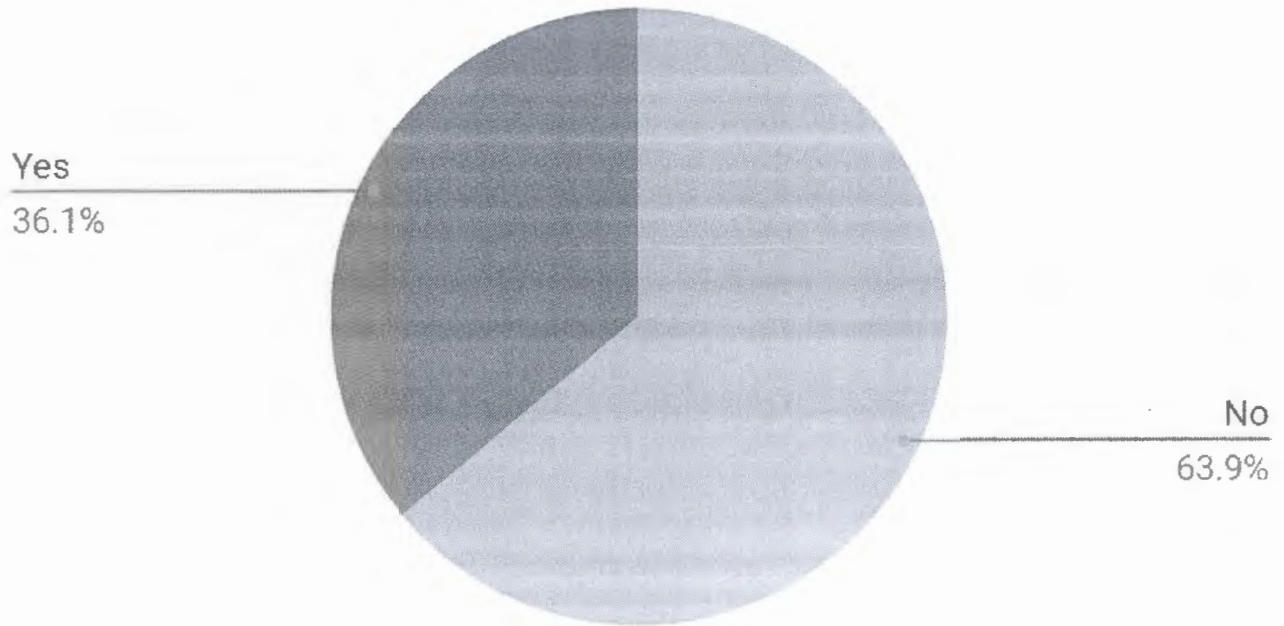
6-8 Pearson

On a scale of 1-4, how interesting and engaging were the materials?



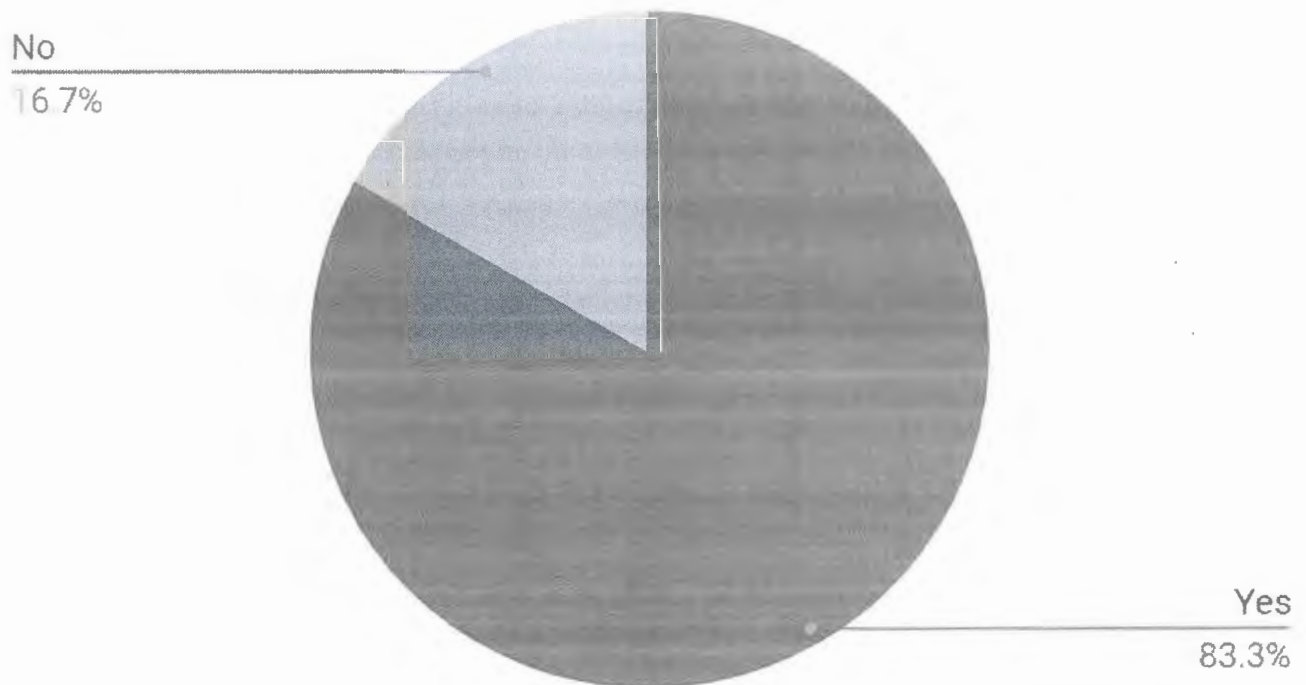
6-8 Pearson

The materials helped me make connections between the topic and my life



6-8 Pearson

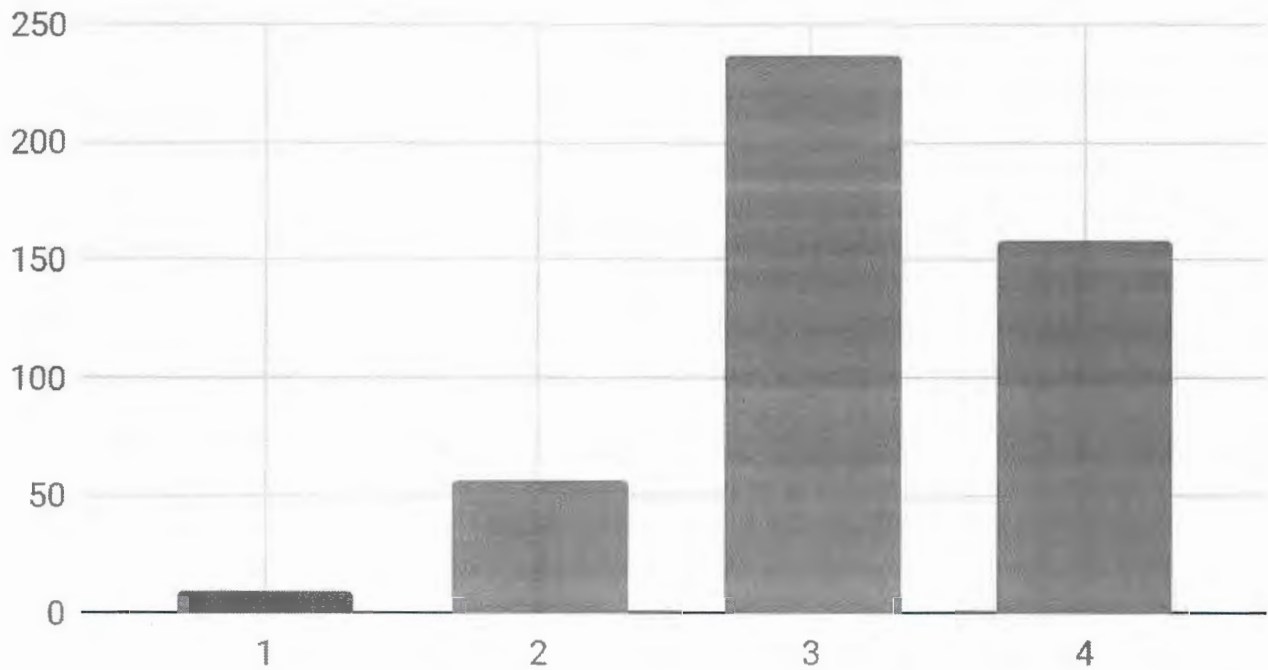
I could understand the text in the lesson(s)



- I liked the questions in this textbook because they made me think about what I was reading. But I don't feel like the material was as in depth as our regular textbook. (8th grader)
- I thought the Pearson textbooks were ok. Nothing was really new except the little details like the dates, the people that were involved and details about what had happened. I did like all the visuals and pictures, they were nice and helped bring out the context of the section. (8th grader)
- The questions on the side were bothering but the pictures and charts really helped me understand what was going on and helped me know/remember the important details. (8th grader)
- This is way too bland. The online textbook is hard to navigate. (8th grader)
- I liked how it pulled multiple perspectives including the dominant narrative (8th grader)
- Pearsons website was very challenging and annoying. Their textbook was lacking too. (8th grader)
- honestly like this more than the textbook we originally had (7th grader)

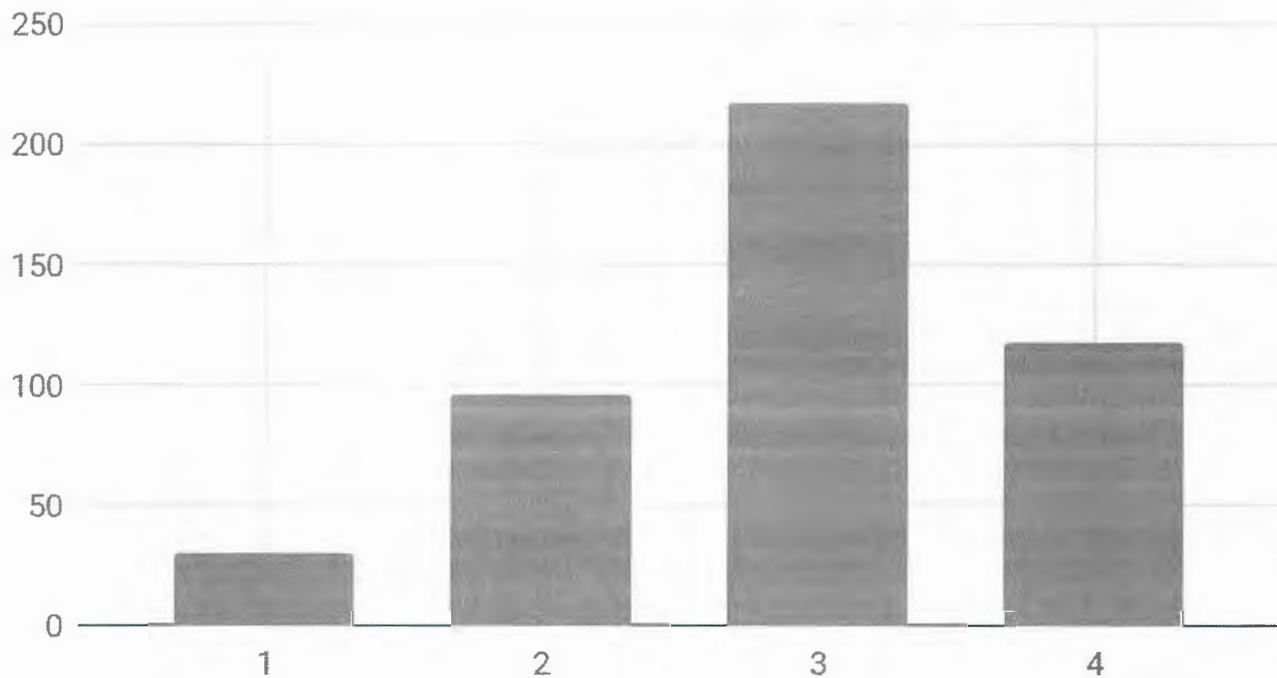
6-8 TCI

On a scale of 1-4, how much did these materials help you learn?



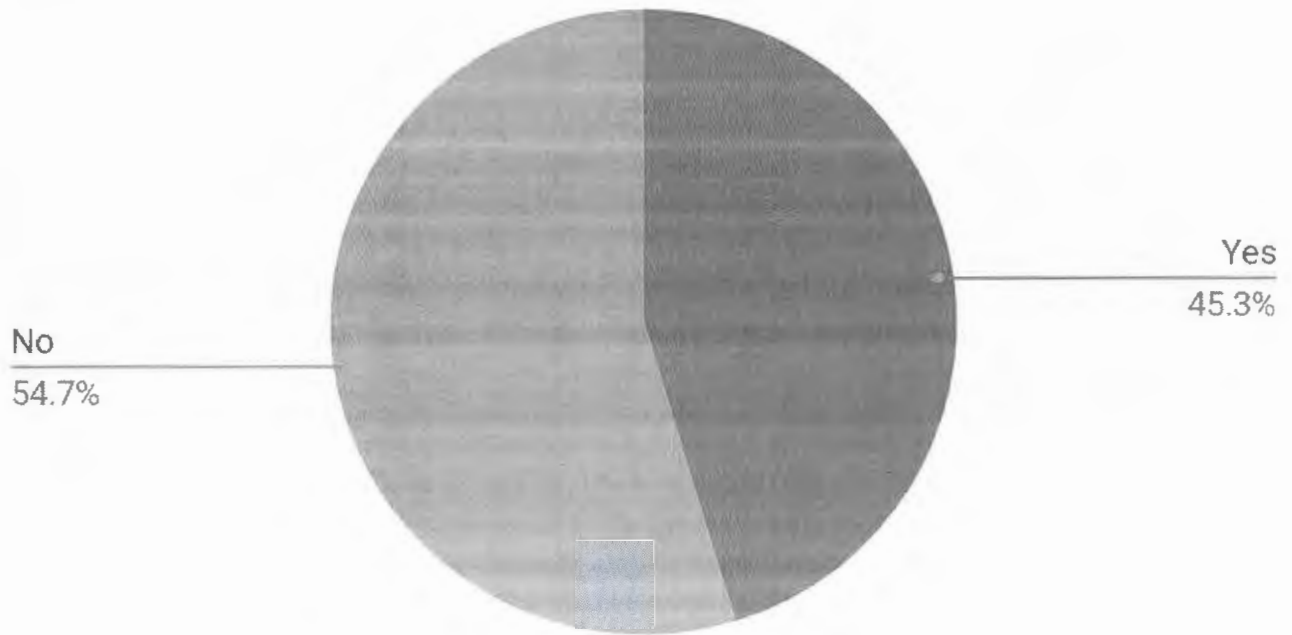
6-8 TCI

On a scale of 1-4, how interesting and engaging were the materials?



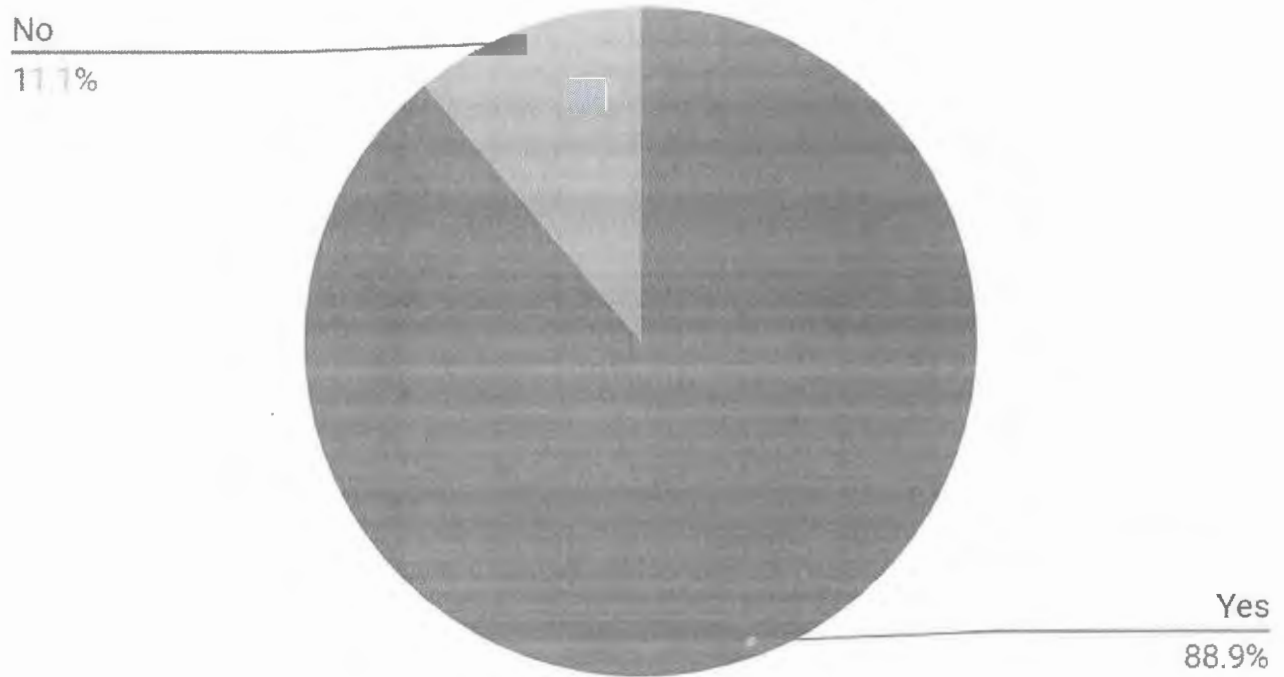
6-8 TCI

The materials helped me make connections between the topic and my life



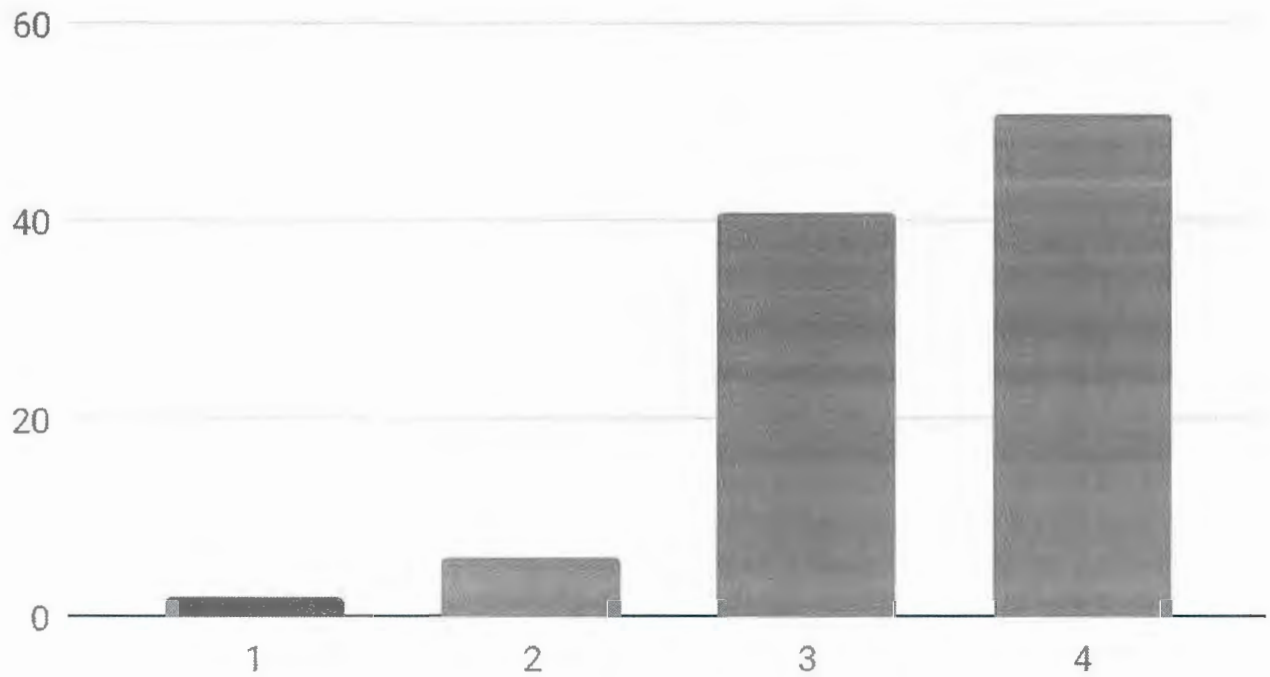
6-8 TCI

I could understand the text in the lesson(s)

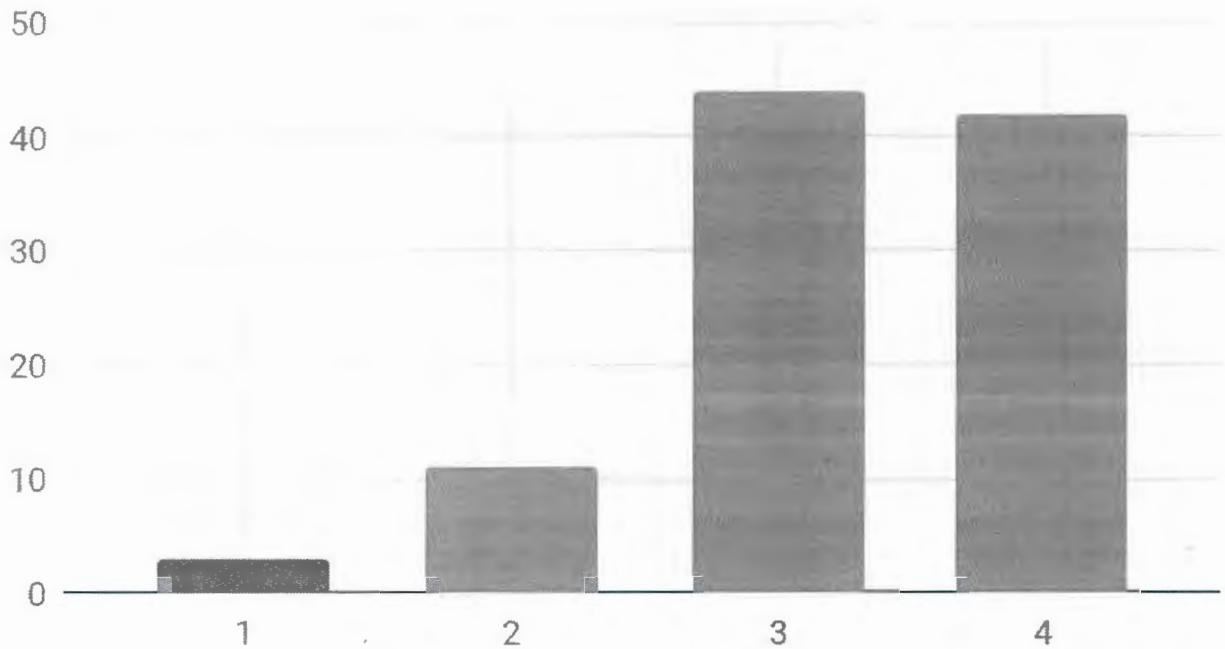


- I found TCI easy to use and it was clear and simple. I feel like the text was summarized well. (8th grader)
- TCI get straight to the point. It's easy to get on the website and just find what you need. (8th grader)
- Some parts of TCI isn't as great like I thought it would be. The online features were buggy. And doesn't have enough "fluff" for cornell notes. It only tells you the main ideas, they don't let you really try to find new ideas. (8th grader)
- I like the website, but doesn't contain the multi-perspectives side like the Pearson textbook. Overall great textbook. (8th grader)
- I really, really liked the formatting of online website. It had a handy text-to-speech option so you didn't have to read, and it had high quality zoomable image. You could even choose between using the website or textbook based on preference, so students could do the work at home without have any problems (kids with computers could do the work without carrying luggage, kids without computers could do the work without getting a computer). Personally though, I think they should change the questions at the end of each reading to be throughout the reading. That would help refresh your memory and you wouldn't have to always scroll up/flip to answer the questions. (8th grader)
- They explain the lesson a lot better than the other textbook we looked at (6th grader)

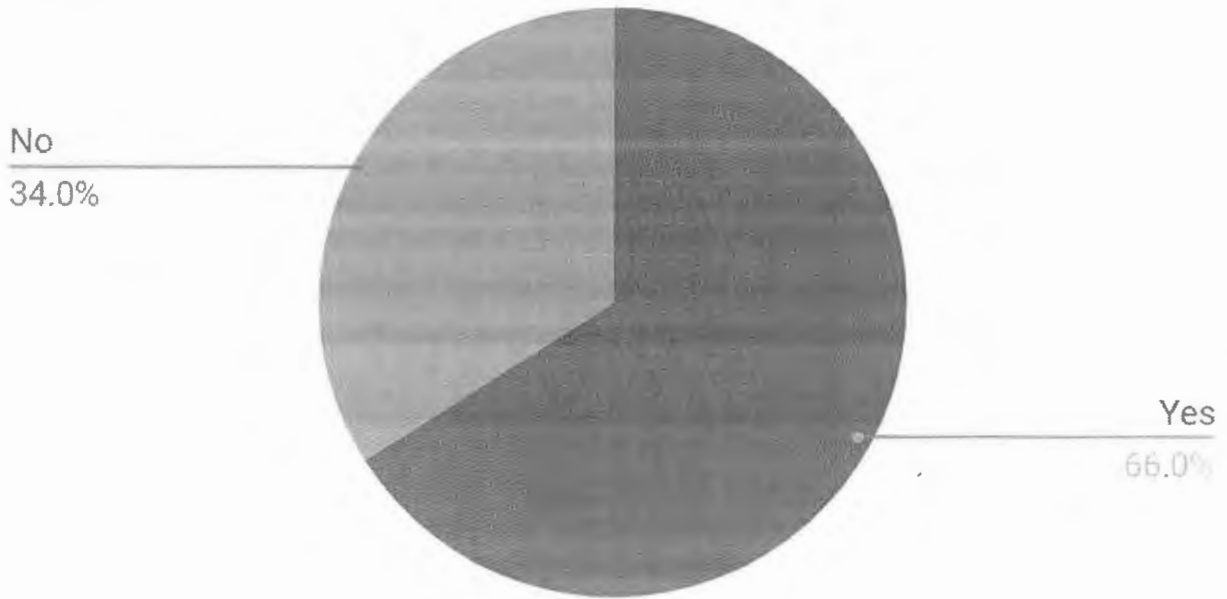
On a scale of 1-4, how much did these materials help you learn?



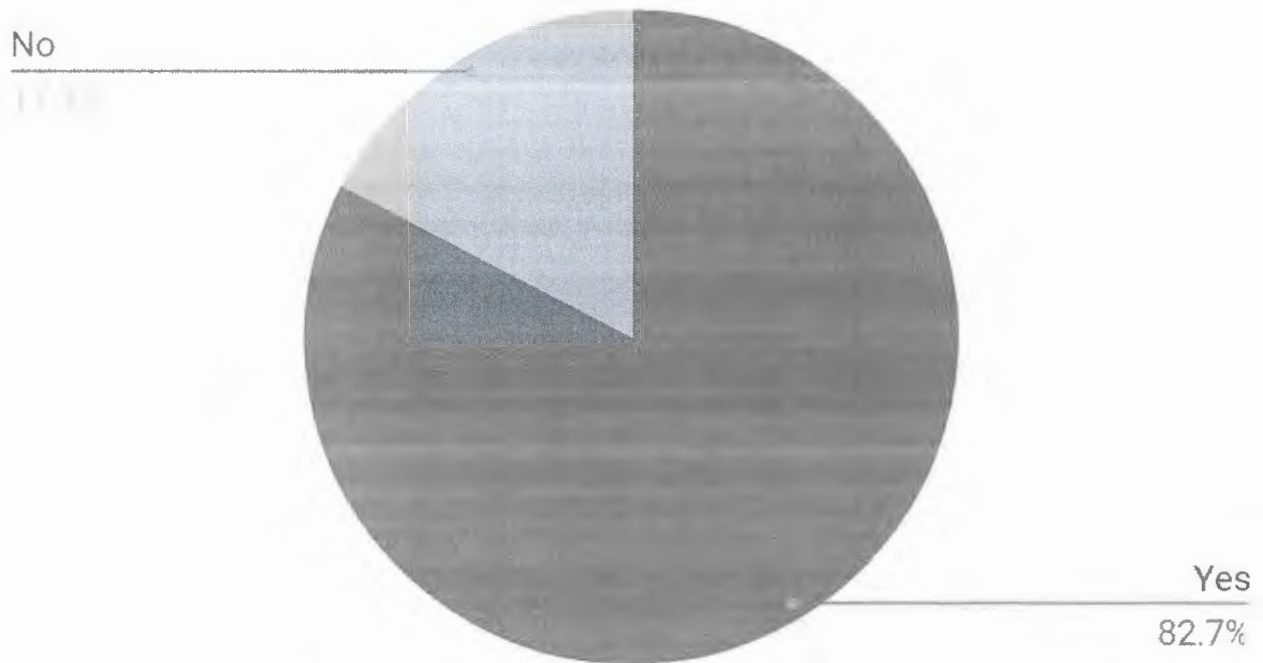
On a scale of 1-4, how interesting and engaging were the materials?



The materials helped me make connections between the topic and my life



I could understand the text in the lesson(s)

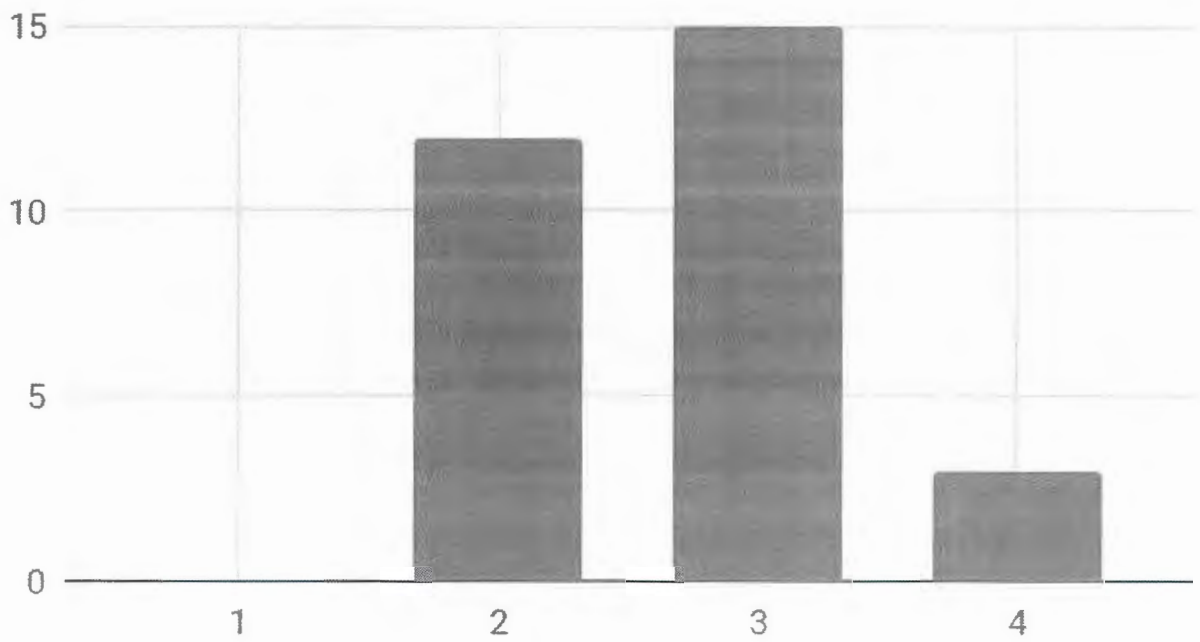




- I love the magazine because it has comics
- I love the comics!!!
- I like the inquiry because it has good drawings
- i really liked this book because it asked if i didn't know the words and it made me feel okay if i didn't and not that stressful.  
:D
- No only the magazine
- I think this book is good. But this book was a little bit more challenging than History Alive, TCI. But I still can understand it.
- There is more books so it can help me. It also has some stories so I can understand more.
- I think the Impact book is ok but it's boring.

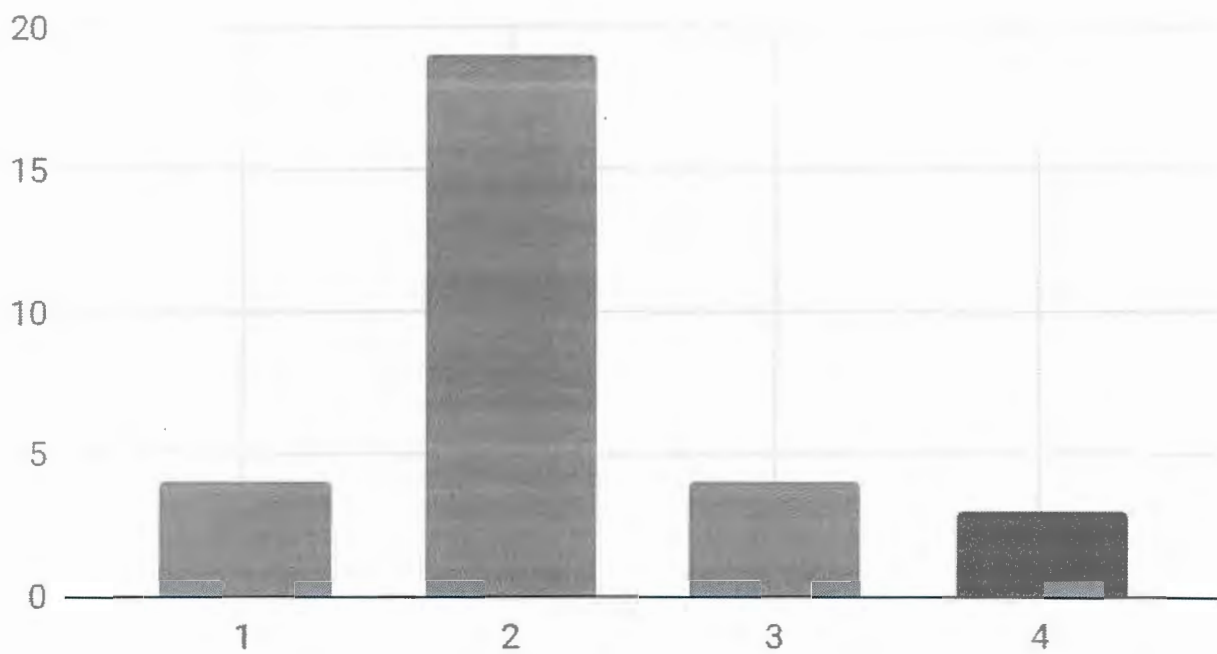
4-5 Pearson

On a scale of 1-4, how much did these materials help you learn?



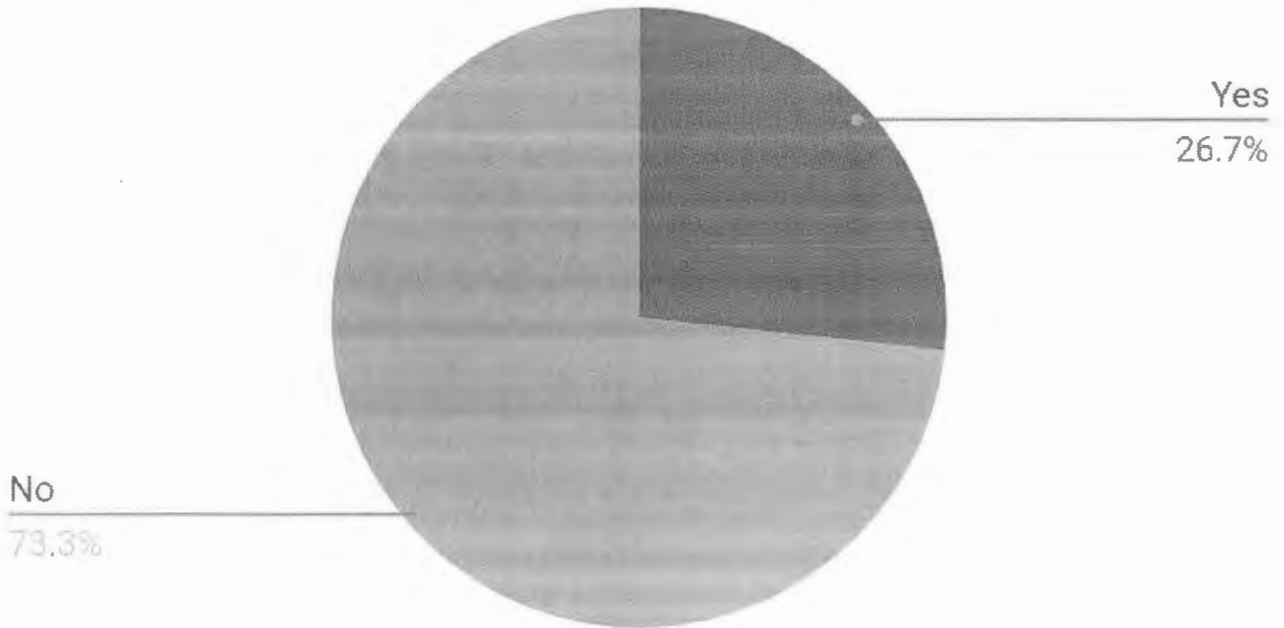
4-5 Pearson

On a scale of 1-4, how interesting and engaging were the materials?



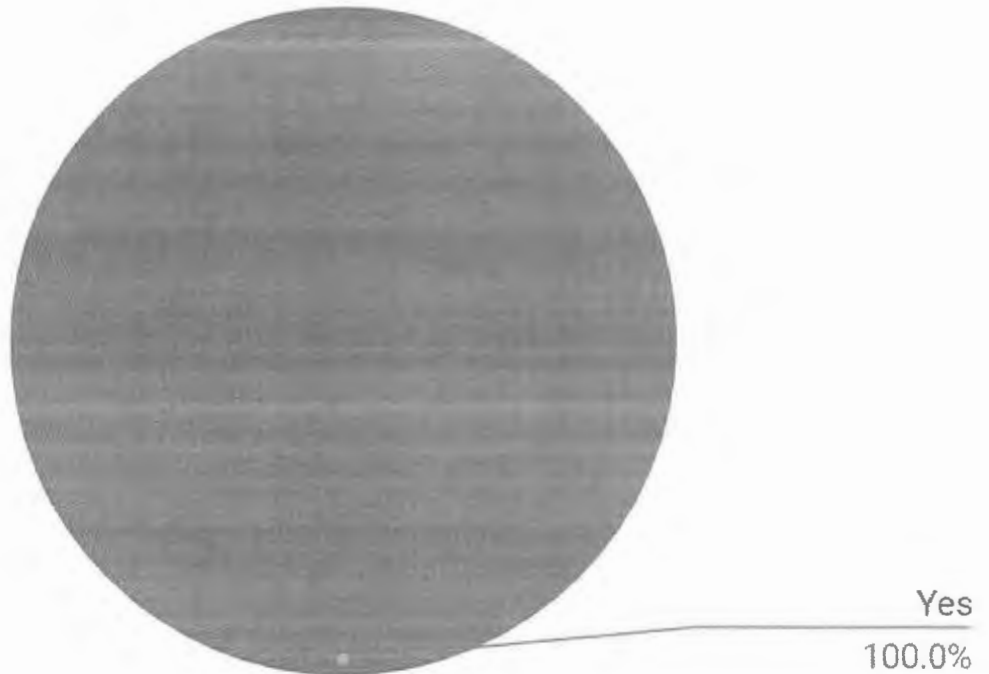
4-5 Pearson

The materials helped me make connections between the topic and my life



4-5 Pearson

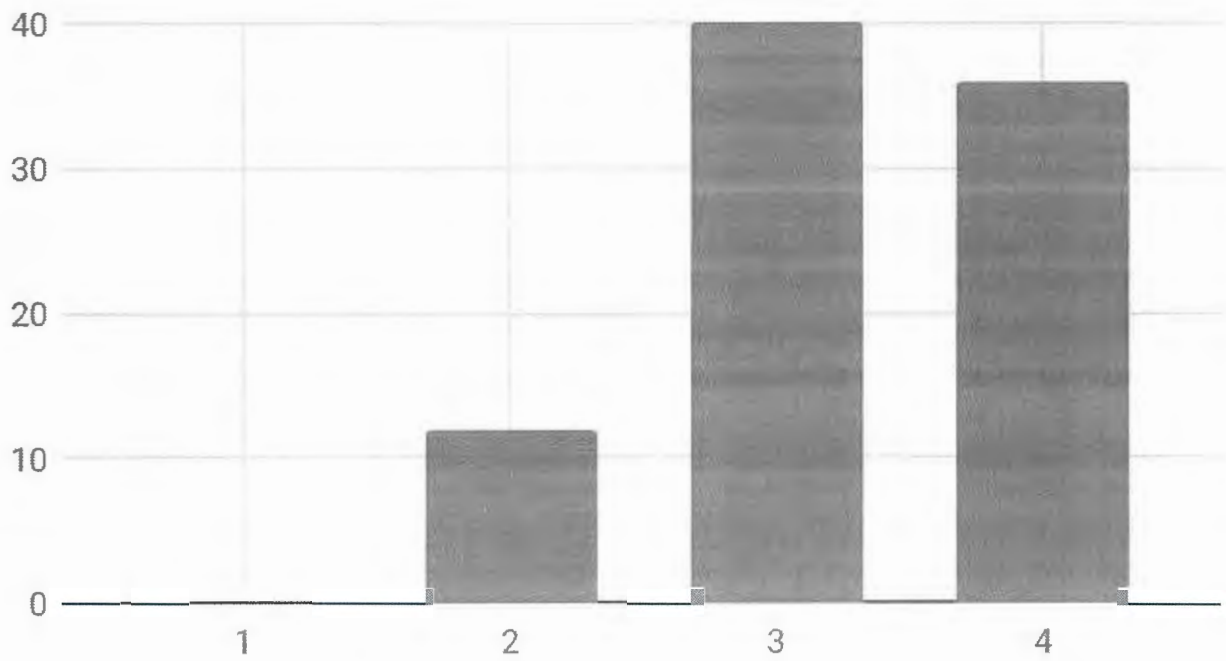
I could understand the text in the lesson(s)



- I did not like it. It didn't describe enough.
- In my opinion I prefer the TCI more because I think it's more educating for me. I also like the grafics more.
- The materials helped me learn more about the past.
- I do not think that the questions asked were not answered in the text.
- The myworld book, to me, wasn't very engaging, and I love history. The book also seemed to skim over some very important things.
- I enjoyed being able to write in the book itself.
- Do not like. The book makes me feel like I know nothing (Dumb)
- Dummed out a lot of information that the History of US had

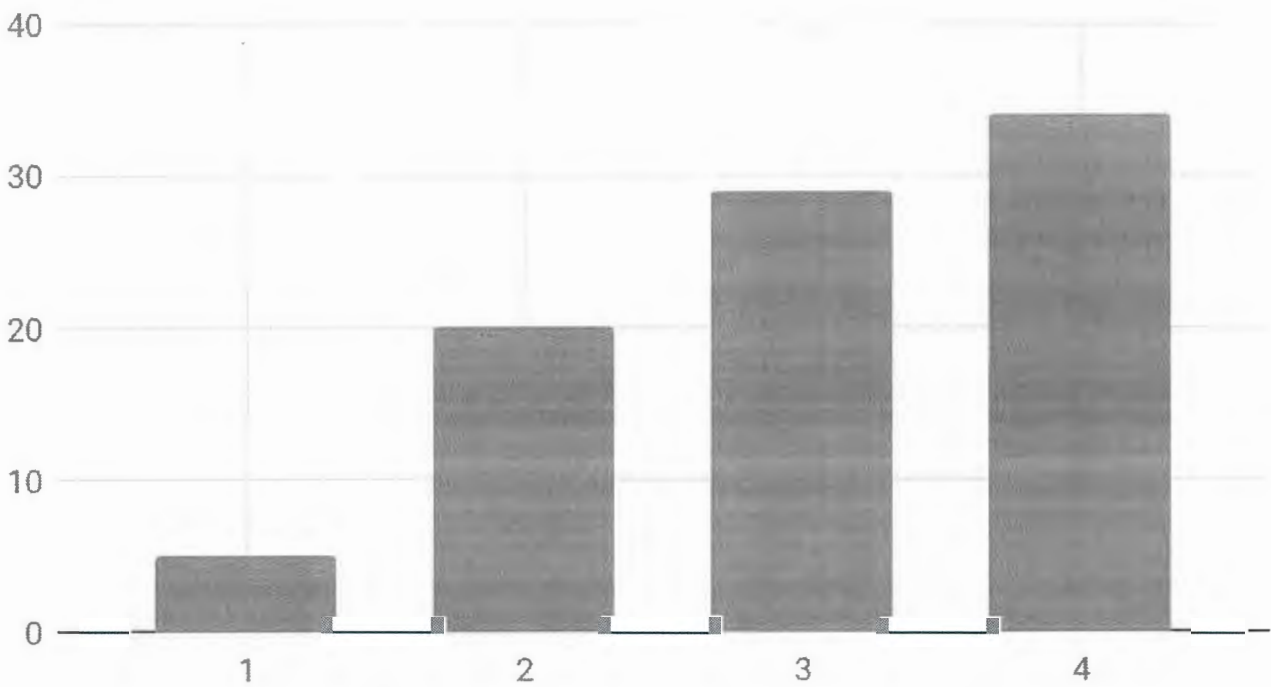
4-5 TCI

On a scale of 1-4, how much did these materials help you learn?



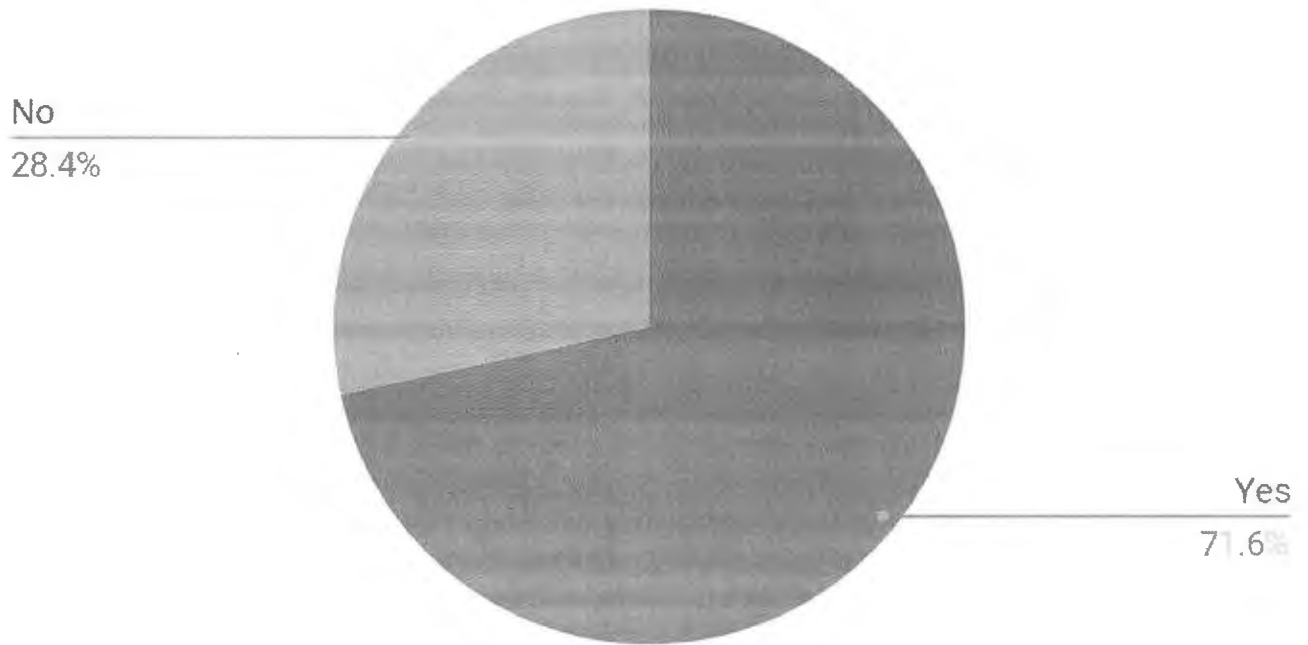
4-5 TCI

On a scale of 1-4, how interesting and engaging were the materials?



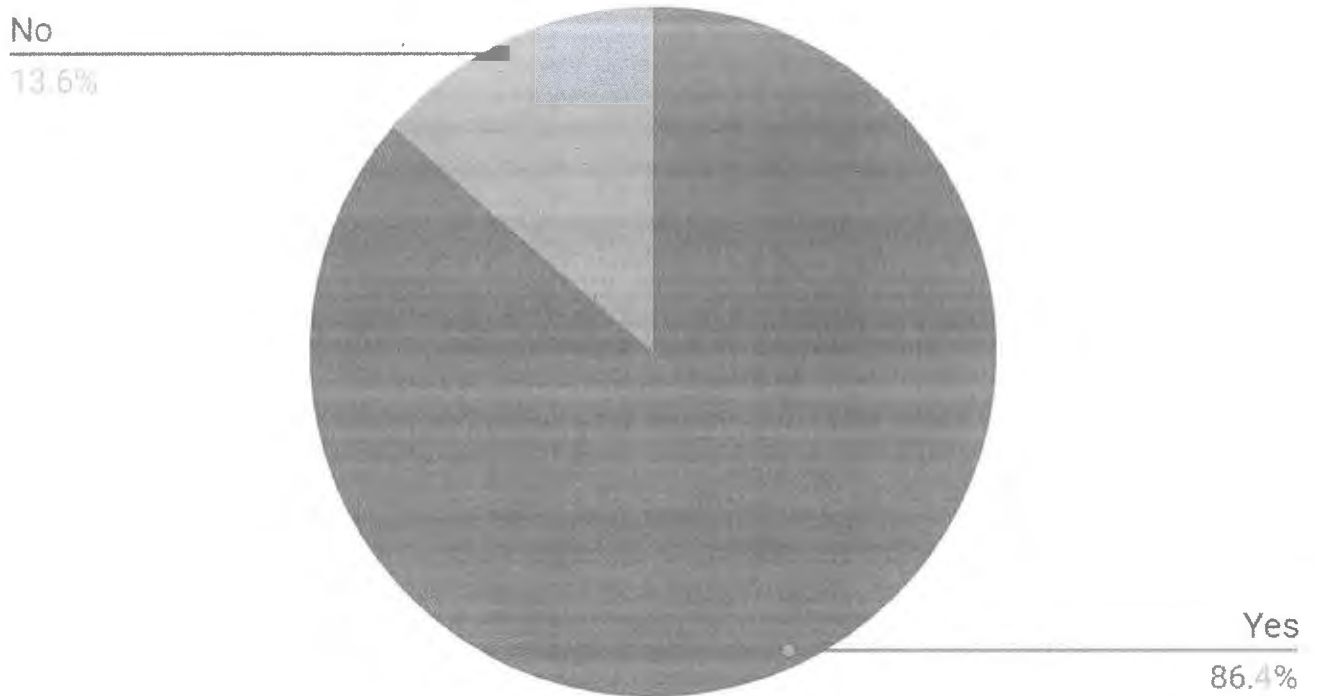
4-5 TCI

The materials helped me make connections between the topic and my life



4-5 TCI

I could understand the text in the lesson(s)



- one of the only parts that was interesting the panel debate .  
Other than that it was kind of boring
- exciting to do, a way to make social studies fun
- I think they were pretty cool since their interactable and shows teamwork is better than working alone
- there were ok
- I think this is a great book. It shows and gives a lot of info. This one is definitely better than Impact because I understand more
- It is hard and it is not fun
- I like when you do the pictures and I understand what you are saying and I think that you can make another book I like the book very much.
- I like this book because it has maps and pictures in the book and its better than McGraw Hill because it doesn't have enough pictures
- TCI is by far my favorite textbook for social studies. It feels more cleaner. It makes me interested in the topic.
- The webpage was mostly types of games, all of which were uninteresting.
- The History Alive book was much more engaging and gave a lot more information than the other book.

Appendix K -  
Summary of  
Community Feedback  
on the Piloted  
Curriculum



# Summary of Community Feedback

## Table of Contents

### **Middle School Feedback:**

[6-8 McGraw Hill](#)

[6-8 National Geographic](#)

[6-8 Pearson](#)

[6-8 TCI](#)

### **Elementary School Feedback:**

[4-5 McGraw Hill](#)

[4-5 Pearson](#)

[4-5 TCI](#)

<b>Strengths</b>	<b>Weaknesses/Concerns</b>
<ul style="list-style-type: none"><li>● Lots of primary sources in the journals</li><li>● Highlights the common core standards</li><li>● Guiding questions get students to think historically, builds skills</li><li>● Quick, gets to the point, tells you what you need to know</li><li>● Describes different kinds of Buddhism and breaks down social class. It's more inclusive, for instance women</li></ul>	<ul style="list-style-type: none"><li>● Not visually appealing compared to the other 3</li><li>● Very Greco-Roman focused (less than current adoption, of course) - ties into democracy/citizenship thread...makes sense but..</li></ul>

6-8 National Geographic

<b>Strengths</b>	<b>Weaknesses/Concerns</b>
<ul style="list-style-type: none"><li>• Very Versatile/Easy access once on the platform</li><li>• The pictures of buildings and artifacts</li><li>• Overall, NatGeo's pictures and visuals are vibrant</li><li>• I like the layout and pictures within the textbook</li></ul>	<ul style="list-style-type: none"><li>• Time consuming to get onto platform</li><li>• Activities for students are weak/ Not sure if they are engaging enough</li><li>• Unsure about the student activities. Very plain and unsure how these are worth it</li><li>• Only 1 2-page spread on Kush, no images depicting people from Kush</li></ul>

6-8 Pearson

Strengths	Weaknesses/Concerns
<ul style="list-style-type: none"> <li>● There is a lot of different topics</li> <li>● I really like history and i enjoyed how we would go into detail when it comes to the history of the us</li> <li>● online plattform, translated</li> <li>● I like the pitctures on the 8th grade book</li> <li>● Overall, textbook has great visuals, layout is good</li> <li>● Very student friendly with the activities, visuals, pictures, etc.</li> <li>● Like the primary sources in 6th</li> <li>● P. 269 - 8th gr math connections!!! (economy during war time) Math focuses on linear functions and two way tables</li> <li>● P. 309 - statistics, interpreting graphs</li> <li>● 6th gr cool math connections - maps/scale, trade routes, comparing number systems in ancient civs</li> <li>● 7th gr pg 185 (hard to read - something about industrializing?)</li> <li>● Lesson 9.2 7th aligns to HWT 7 including primary source excerpt and graph</li> </ul>	<ul style="list-style-type: none"> <li>● They still use very washed concepts like the "Voyages of Discovery" and it still mentions more European sided history than POC</li> <li>● The weakness i can see through the curriculum is we should have a gread of 6-8th be assigned a time frame of history and have always be world history; with technology now a days the world is so much smaller and we as humans have to be able to understand where everyone came from and be able to understand each other .</li> <li>● Needs more options for more languages. We need other options.</li> <li>● Not sure about the simulations/ hands on activities for students to engage in</li> <li>● Half the book is Greek and Rome</li> </ul>

6-8 TCI

Strengths	Weaknesses/Concerns
<ul style="list-style-type: none"> <li>● The theory and researched-based active Instructions</li> <li>● Interactive Activities for students to engage with before getting into the content/text</li> <li>● I really like the interactive student notebooks and am interested in the interdisciplinary curriculum methods</li> <li>● It seems very easy to follow especially for 1st year teachers</li> <li>● The interactive version has a Spanish version</li> <li>● Very well written - it feels like there's a narrative and easier to "get into" as opposed to just naming facts</li> <li>● Workbook has graphic organizers: clear (could use sentence stems for academic language learners or students with IEPs), a range of modalities...not just notes</li> <li>● Ideas build together for Greece and Rome</li> <li>● Section with "Connections to today" in each chapter</li> </ul>	<ul style="list-style-type: none"> <li>● The rise of Sumerian City States</li> <li>● Wish the student interactive notebook was in color</li> <li>● Where is the new 7th grade content? SE Asia, Sites of Encounter???</li> <li>● Textbook doesn't seem inclusive for 6th grade "btw, here's the Kush, here's the Nubians" (only 6 pages)</li> <li>● 60-70 pages for India, for China, etc. 70 for Greece, 70 for Rome, No Maya!!!</li> </ul>

Strengths	Weaknesses/Concerns
<ul style="list-style-type: none"> <li>● I love the essential question guiding each chapter</li> <li>● In the Weekly Explorer - COMICS - the kids will love that!</li> <li>● The Weekly Explorer Magazine is <u>great</u>.</li> <li>● I like the language learners teaching guide</li> <li>● I like the "report your findings - with <u>actual writing</u> activities - not fill in the blank stuff</li> <li>● Student Magazine</li> <li>● Durable text</li> <li>● "People you should know"</li> <li>● California Indians Rebel</li> <li>● More people of color in the text!</li> <li>● Lots of materials</li> <li>● Be a Detective - you can explore <u>Primary</u> Sources with credits</li> <li>● Good maps</li> </ul>	<ul style="list-style-type: none"> <li>● Light on reading</li> <li>● A lot like [current textbook]</li> <li>● [Not] easy for new teachers to access</li> <li>● [Not] visually interesting and organized to be accessible</li> <li>● Are Weekly Explorers consumables? They won't last 8 years</li> <li>● This would be my <u>last</u> choice. The other two are better in a variety of ways.</li> </ul>

4-5 Pearson

Strengths	Weaknesses/Concerns
<ul style="list-style-type: none"> <li>● Vocabulary is clear</li> <li>● Lessons are in the book</li> <li>● This looks like it can be done in 30 minutes a day!</li> <li>● Glossary is in Spanish and English</li> <li>● Graphic organizer to the text</li> <li>● Decent, updated API inclusion, but not in depth</li> <li>● Kid-friendly graphics</li> <li>● I like the standards there for the students at the beginning of the book</li> <li>● The book is theirs to keep</li> <li>● Leveled reading</li> <li>● Interactive text</li> <li>● Break out texts (smaller books on topic)</li> <li>● Writing workshop</li> <li>● CA 18-21 looks great!</li> <li>● Students can access the videos online</li> <li>● The students can take notes and highlight, like in college!</li> <li>● Thematic based inquiry units</li> <li>● I like the activity guide and how it lays out the activities for the unit</li> <li>● Love the pre test</li> <li>● Musical component - Rap About It!</li> <li>● The Jumpstart activities are CC discussions, group activities</li> <li>● I like the...leveled readers, big questions at the beginning of each chapter, the fact that they can write in their books, graphic and interactive pieces help kids make sense of text</li> </ul>	<ul style="list-style-type: none"> <li>● Soft cover materials will get torn up in 10 months</li> <li>● Only mention of Native Americans is before European "exploration" unit - all following units are from one viewpoint</li> <li>● Not enough space for student responses - seems not as deep for students</li> <li>● Does the curriculum include vocabulary cards or other visual aids and posters?</li> <li>● posters/vocab resources</li> <li>● Inclusion of federal reps for our state</li> <li>● Too much! Teacher edition is too large and bulky to carry around and very busy</li> <li>● Online components depend on our wireless connections with are slow - I couldn't get the quest kickoff loaded</li> <li>● Too many distractions - can't follow the thread of history</li> <li>● Where are the people of color and other perspectives?</li> </ul>

4-5 TCi

Strengths	Weaknesses/Concerns
<ul style="list-style-type: none"> <li>● The amount of text and the way TCi is laid out seems appropriate. You can connect without reading 100 pages!</li> <li>● Page 20 and 21 Social Studies Alive! Looked like a GLAD process grid</li> <li>● Liked page 30 because included pictures</li> <li>● 38-41 I appreciate the workbooks</li> <li>● Really loved the unit on Mexican California</li> <li>● I love how <u>clean</u> and focused the materials are. The interactive notebook is great. The pages I saw reminded me of materials my grade level partner and I create to use.</li> <li>● I used TCi to teach history in both 6th and 7th grade. I <u>loved</u> it! I love how the curriculum gets kids involved and interacting.</li> <li>● I like this textbook best- lots of photos of primary sources. Clean layout.</li> <li>● I appreciate the clean lines and lack of clutter</li> <li>● Focus is clear</li> <li>● I like how the TOC is laid out online - Essential Question, What the kids will do, Reading - and how the lessons are laid out.</li> <li>● Workbook activities varied, a lot of chapters in chunk sizes</li> <li>● My favorite of the 3</li> <li>● Teacher friendly</li> </ul>	<ul style="list-style-type: none"> <li>● No hard copy of teacher manual</li> <li>● Teachers Guide online :( - need to have a printed source to refer to not just a screen</li> <li>● No teacher guide :( relies on our not great wireless systems</li> <li>● The need to print - will the schools be given support?</li> <li>● A lot of text on page</li> <li>● Hard to access for ELLs, kids with learning disabilities, and other challenges</li> <li>● Very little on Gold Rush but would substitute EEI unit</li> <li>● Limited textbook content on APIs for 5th grade, better in 4th grade and online - where are the connections to students' lives in textbook?</li> <li>● [No] breakout text or graphic novels for student engagement</li> <li>● Too much stuff to have to access and print online</li> <li>● Only teacher friendly if you are tech savvy</li> </ul>



Appendix L -  
Agenda for  
Engagement with  
Community School  
Managers

History Adoption Updates for Middle School CSMs  
 February 9, 2018  
 1000 Broadway Suite 398 Conference Table

**Goals:**

1. Share the new guidance from the State regarding history instruction. (A new framework was released in 2016.)
2. Go over the history curriculum timeline
3. Get ideas about how to engage families in giving input on the selection process

**Agenda:**

Time	What	Why?
1:10 - 1:15	<b>Welcome and Introductions</b> Name, school site, 1 word temperature check	To get to know each other and so we can be responsive to each other's state of mind
1:15 - 1:25	<b>Background Presentation/1-Pager</b> <ul style="list-style-type: none"> <li>• 2016 CA History-Social Science Framework and its instructional shifts</li> <li>• OUSD adoption timeline for grades 4-8</li> </ul>	So that CSMs are informed about what is happening in our history-social science adoption, when, and why
1:25 - 1:40	<b>Family/Community Involvement</b> Brainstorm: <ul style="list-style-type: none"> <li>• How can we involve families and school communities in giving input in the adoption process?</li> <li>• Pair-share, whole group novel ideas only</li> </ul> Logistics: <ul style="list-style-type: none"> <li>• Location for an open house/ other event?</li> <li>• Translation?</li> <li>• Adoption committee recruitment - CSM? Parent?</li> </ul>	To draw on CSM's knowledge of their school communities so we can have an inclusive adoption process
1:40 - 1:45	<b>Closing and Appreciations</b> <ul style="list-style-type: none"> <li>• One takeaway from this meeting to bring back to your site</li> <li>• Any appreciations you'd like to share</li> </ul>	To note key takeaways to bring to our school communities and end our meeting with appreciation for our colleagues

Notes:

Present:

Ken Jackson, WOMS  
 Eric Shapiro, UFSA

Clo MPA  
Jaymie Frick  
Simone Oakland SOL  
Ali Metzler

Next steps for LH/JK:

- Email back to CSMs
  - Share information about who is piloting
  - Share ACC meeting date
  - Some way signing up to support or host an open house
- Tell piloters to reach out to their CSMs for support
- Open house suggestions
  - Families won't want to attend an event that just feels like they are rubber-stamping a choice that has already been made*
  - Bring artifacts - especially student work - from the pilot
  - Bring old textbooks for comparison
  - Invite piloting teachers and students to present
  - Figure out a way for people to preview materials in advance → send an email or a survey with links to the digital materials?
  - Invite families through students involved in the pilot
  - Invite retired teachers
  - Ask Office of Equity leaders to invite their community contacts
- UFSA has a parent leadership committee
- OCO - Katie Munez-Adler - CBO with contacts in the community

Appendix M -  
Agenda for  
Engagement with All  
City Council

# ACC Input into New History Textbooks and Online Materials





March 7, 2018, 1000 Broadway

## Goals

- Learn about the four shifts in the new History Social Science Framework
- Take a survey about curriculum option that you look at online
- Decide how you can spread the word to get more students and families to take the survey

Time	Activity	Purpose
5:00 - 5:15	<b>Opener:</b> Look at the four shifts we want to see in every classroom (see below). Share: Name, school and something about a shift that stands out to you	Learn about what history teaching should look like and the training teachers are receiving.

California's 2016 History-Social Science Framework is bringing changes to a history classroom near you.  
Here are four shifts to look for:

<p style="text-align: center;"><b>Content</b></p> <p>Instead of studying disconnected events and people, students learn about questions and topics from the past that connect to broader issues today. The framework also adds new content so that more diverse perspectives are included.</p> 	<p style="text-align: center;"><b>Inquiry</b></p> <p>Inquiry starts with questions about the past, instead of statements. Instead of memorizing "right" answers, students investigate historical questions and consider which arguments about the past are best supported by reliable evidence. Students form their own opinions about the past, and draw connections to their experiences in the present.</p> 
<p style="text-align: center;"><b>Literacy</b></p> <p>Instead of showing what they know by answering multiple choice questions, students practice reading, writing, and discussing like historians. This practice helps students become powerful communicators and makes them more ready for college, career, and community life.</p> 	<p style="text-align: center;"><b>Citizenship</b></p> <p>Instead of being passive learners, students learn to understand the complexity of social problems and investigate ways to take an active role in our government and communities.</p> 

Agenda continues next page

5:15 - 5:40	<p><b>Online research and survey</b> Begin your research on the four publishers with a partner.</p> <p><b><u><a href="http://bit.ly/48historypreview">bit.ly/48historypreview</a></u></b></p> <ul style="list-style-type: none"> <li>• Choose a grade level and topic that stands out to you.</li> <li>• Start with one publisher, and look at the student materials available online.</li> <li>• As you review the different publishers, take notes in the survey about what strengths and weaknesses you see.</li> </ul>	Make your voice heard by taking a survey
5:40 - 5:45	<p><b>Whip around</b> How can you get students and families involved in taking this survey?</p> <p>How can you encourage more families and students to come to the open house?</p> <ul style="list-style-type: none"> <li>• <b>4th-5th grade:</b> March 19th, 4-6pm at Franklin Elementary School, 915 Foothill Blvd, Oakland, CA 94606 - <b>RSVP at <u><a href="http://bit.ly/45rsvp">bit.ly/45rsvp</a></u></b></li> <li>• <b>6th-8th grade:</b> March 14, 5-7pm at United For Success Academy, 2101 35th Ave, Oakland, CA 94601 - <b>RSVP at <u><a href="http://bit.ly/678rsvp">bit.ly/678rsvp</a></u></b></li> </ul>	Decide on next steps that you can take as ACC members to change the way history is taught and learned in Oakland.

Notes:

Warm Up: What stood out?

- Citizenship - taking an active role in the community. Feels like there's content and inquiry in schools already but not citizenship as much.
- Inquiry - in my school this is already being used.
- Connections to students' lives in every box
- Haven't actually experienced history that is only based on memorization and multiple choice
- "Instead of studying disconnected events, students learn about topics that connect with them..."
- How does this look in a classroom with diverse students?
- How do you take into account how students might have experienced trauma?
- Citizenship - it's a loaded term.

Closing: How to get more people to give input?

- Share with other teachers?

- Students could fill it out in after school
- What are some things that students want to see in a history book?
- Include a scale question

Appendix N -  
Memo to District and  
School Leaders  
Regarding History  
Adoption



# Communication to Stakeholder re: History/Social Sciences Adoption

## District and Site Leader Communication

<b>TITLE:</b>	History Social Sciences Curriculum Adoption for K-12, 2017-2020
<b>ISSUERS:</b>	David Chambliss, Deputy Chief, Teaching and Learning Nancy Lai, Director of Literacy, History, and the Libraries
<b>ROUTING:</b>	All Principals All Network Superintendents Linked Learning Director All Instructional Teacher Leaders Special Education Director ELLMA Executive Director Equity Office
<b>DATE:</b>	December 8, 2017
<b>PURPOSE:</b>	To communicate the timeline and purpose for the OUSD History/Social Science Curriculum adoption
<b>MAJOR CHANGES:</b>	4-8th grade will adopt new curriculum for the 2018-19 school year

### **BACKGROUND:**

As a result of the 2016 California History/Social Sciences Framework, the expectations for history teaching has changed dramatically. Most notably, the Framework tasks teachers with developing students' ability to use historical content to engage in inquiry. History teachers are also expected to integrate Common Core State Standards, which lay out new expectations for literacy instruction in history-social science classrooms, as well as California's ELA/ELD framework, which describes necessary supports for English Learners. In short, current expectations for history teachers and history teaching are radically different than those in place at the time of the last adoption. Over the next 2 years we will update our instructional materials and build the capacity of history teachers to meet these new demands.

**1. Timeline:** The state and publishing houses have focused primarily on middle school and upper elementary materials, which is reflected in the staged, multi-year adoption timeline below:

2017-18:	2018-19:	2019-20:	2020-21:
Complete adoption and piloting process for grade 4-8.	Year 1 of implementing new curriculum in grades 4-8. Complete adoption and piloting process in grades K-3 and 10-12.	Year 1 of new implementing curriculum in K-3 and 10-12. Year 2 of 4-8 curriculum support.	Year 2 of curriculum support in K-3 and 10-12.

**2. Adoption Process:** The adoption process was developed using the CA State Board of Education guidelines for piloting and adoption.

The Framework, as a key driver of this change, needs to be understood by all stakeholders in order to ensure that the final curriculum selection is in alignment with the newly revised expectations for the discipline. To support this, History Specialists have provided full release days and some second Wednesday professional learning about the Framework. In addition, piloting teachers will receive additional professional training from the curriculum developers and/or publishers to ensure that teachers have a good orientation to the design of the materials.

[Here is a link to a more detailed outline of the steps in the process.](#) Below is a summary of key actions.

- August-Nov: Conduct Internal Review of State Approved Published Materials -- *This stage includes vetting of materials and assessment of the teacher needs and priorities prior to adoption.*
- October-March: Facilitate the Piloting Process -- *This stage includes identifying pilot sites, curriculum committee members, curriculum review rubric development, training teachers in pilot curriculum, and conducting data collection from pilot classroom teachers and students.*
- January-March: Engagement with the Broader Community -- *This includes parents learning about the Framework and giving input on the curriculum options, teacher leaders sharing with other teachers the data collected from the pilot, and curriculum committee analysis and final rankings.*
- April-June: Board Vote and Preparation for Year 1 - *This includes final presentation of the summary findings and rankings, waiver options, and development of professional learning plans and supports for Year 1 of the adoption.*

**3. Representation and Community Involvement:** We hope to have designed a pilot and adoption process that leads the OUSD community to feel confident in the selection of the History instructional materials. Involvement of all stakeholders is critical to a successful process and outcome. Below is a description by stakeholder of the different ways that we plan gather input and feedback to move toward a final decision. The final ranks are made by teachers and the Curriculum Committee, which is then presented to the board who votes on the adoption.

- **Students** - Give input through the surveys collected from classrooms that are piloting curriculum and the All City Counsel in Spring where they will do ranked voting.
- **Family and Community** - Learn about the curriculum through open house events, including a presentation of curriculum, feedback from teachers and students, and provide feedback on strengths and challenges of each choice. There are also parent and community representatives on the curriculum committee.
- **Representation of Subgroups (SpEd, ELLMA, Office of Equity)** - The curriculum committee will have representation from Special Education Department, ELD and Dual Language, and the Office of Equity. Members will review and rank the curriculum options.
- **Network and Other District Leaders** - Some District leaders will be represented on the curriculum committee, including Instructional Technology, Literacy, and Social and Emotional Learning. Members will review and rank the curriculum options.
- **Site Leaders** - There will be representation of elementary and secondary site leaders on the curriculum committee. Members will review and rank the curriculum options.
- **History Teacher Leaders** - History teacher leaders will have more extensive involvement, including development of the curriculum criteria rubric used for evaluation of the instructional materials, piloting 2 curriculum and analysis of student work, and training on the History and Social Sciences Framework. Piloting teachers will present the findings, which will then be reviewed by the curriculum committee.
- **History/Humanities Teachers** - Attend final presentation from the piloting teachers and assess the curriculum using the rubric that was developed by History Teacher Leaders. Teachers will submit their final rankings of curriculum choices through their school Humanities or History Department.

[Please see the full list of curriculum committee members here.](#)