

Board Office Use: Legislative File Info.	
File ID Number	23-0684
Introduction Date	6/7/23
Enactment Number	23-1095
Enactment Date	6/7/2023 er

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Sondra Aguilera, Chief Academic Officer
 Wesley Jacques, Executive Director, Academics & Instruction Department
 Michelle Espino, Coordinator, Secondary Literacy

Meeting Date June 7, 2023

Subject Services Agreement with Fishtank Learning – Academics and Instruction Department

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services Approval by the Board of Education of a Services Agreement 2022-2023 by and between the District and Fishtank Learning, Boston, Massachusetts, for the latter to offer Fishtank is proposing a gradual rollout of the curriculum beginning with 9th grade for the 2023-2024 school year, adding 10th grade in the 2024-2025 school year and adding 11th and 12th grade on a rolling basis throughout the 2025-2026 school year. Each grade level will have access to five units. For each grade level, in the spring of the school year prior to that grade’s full roll out, teachers will be able to pilot at least two Fishtank units for their grade. Fishtank Learning’s 9th-12th grade curriculum is undergoing revisions that will be completed on a rolling basis allowing for the staged roll out described above. See description of major changes to 9th grade. Fishtank will also partner with OUSD to roll out Launch Professional Learning via a new train-the-trainer professional learning model we are building this year. Fishtank is proposing a five year contract to cover Fishtank ELA implementation across 12 OUSD schools with the Rigby PM Benchmark (independent level). Students will demonstrate increased self-confidence related to reading, as measured by teachers and student survey. As a result of consulting services that will be provided by the DTL, 100% of students at the school will have access to devices that are ready for state testing during the 2019-2020 school year. In addition, all teachers at the school will have access to hardware and software technology support in their classrooms.

Term	Start Date: May 1, 2023	End Date: June 30, 2028
Not-To-Exceed Amount	\$487,500.00	
Competitively Bid	This contract is a result of the ELA curriculum adoption, approved by the Board of Education on 2/22/2023, Enactment #23-0284.	
In-Kind Contributions	N/A	
Funding Source(s)	Resource 0006/Central S&C Carryover Fund	
Background	The last OUSD adoption of high school ELA curriculum was in 2004. Since then, there has been a shift from CA State Standards to Common Core. There is recognition that OUSD needs to update materials to reflect the values and mission around providing standards aligned culturally relevant curriculum. Fishtank Learning Plus provides a teacher approved curriculum that is Common Core aligned.	
Attachment(s)	<ul style="list-style-type: none">• Services Agreement with Fishtank Learning, Inc.• File ID #23-0198 – Grades 9-12 ELA Curriculum Adoption (Enactment #23-0284)	

SERVICES AGREEMENT 2022-2023

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

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
May 1, 2023

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

- b. The work shall be completed no later than the below date (“End Date”):
June 30, 2028

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

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

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is

permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** To the extent that VENDOR collects or obtains student data during for the purposes of this Agreement, then VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. OUSD acknowledges and agrees that this Section 7 does not apply to the following intellectual property owned and controlled by VENDOR: 1) Instructional materials including unit plans, lesson plans, and other educational resources that are part of Fishtank ELA or Fishtank Plus ELA that were not produced under this Agreement, 2) Professional learning materials including videos, slide decks, readings, on-demand learning modules, teacher tools and any resources focused on supporting implementation of the Fishtank ELA or Fishtank Plus ELA materials that were not produced under this Agreement.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.
 - a. The compensation under this Agreement shall not exceed:
\$ 487,500.00
This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.
 - b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not

conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay after receiving written notice from OUSD of the specific non-conformities and OUSD expectations for conformity.

- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing

period. OUSD reserves the right to refuse to pay untimely invoices.

- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
- e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination and Suspension.

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
 - e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.
 - f. Upon termination, OUSD shall lose and be denied further access to Fishtank's materials, technology, and databases.
12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1011 Union Street, Dept 946

City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Claire Kaplan
Title: Chief Executive Officer
Address: 769 Centre Street, Suite 208

City, ST Zip: Jamaica Plain, MA 02130. Phone:
Phone: 617-302-7735
Email: claire.kaplan@fishtanklearning.org

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

13. **Status.**

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

following:

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

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.
15. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
16. **Insurance.**
 - a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - b. **Workers' Compensation Insurance.** Unless specifically waived

by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.
Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under

VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

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

19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to

notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

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

mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and**

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

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. **Indemnification.**

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees,

trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

Incorporation of Vendor’s Terms of Service. OUSD acknowledges and accepts VENDOR’s Terms of Service, available at <https://www.fishtanklearning.org/terms> and attached to this Agreement. VENDOR agrees to provide OUSD with prior notice of any

material changes to these Terms of Service.

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

delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

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

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

VENDOR

Name: Claire Kaplan

Signature: 

Position: Chief Executive Officer

Date: May 1, 2023

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

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 5/11/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Mike Hutchinson
President, Board of Education

Signature 
Date 6/8/2023

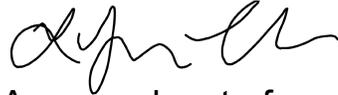
Exhibit A
Page 20

Name: Kyla Johnson-Trammell

Signature 

Position: Secretary, Board of Education

Date: 6/8/2023



Approved as to form by OUSD Staff
Attorney Lynn Wu 5/1/23

EXHIBIT A

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

Fishtank will provide access to its core comprehensive English Language Arts Curriculum for 9th – 12th grades to OUSD teachers according to the following schedule:

9th grade	
Unit 1	May 2023
Unit 2	
Unit 3	
Unit 4	September 2023
Unit 5	
10th grade	
Unit 1	July 2024
Unit 2	
Unit 3	
Unit 4	
Unit 5	
11th & 12th grade	
Unit 1	July 2025
Unit 2	
Unit 3	December 2025
Unit 4	
Unit 5	March 2026

Fishtank will provide OUSD with the following professional learning services to support implementation.

Fishtank Learning will provide schools with access to a new online professional learning platform that will host our five Launch PL Sessions. These sessions can be used asynchronously by teachers or in a synchronous flipped professional learning program led by Oakland's coaching staff or a schools' instructional leaders. Fishtank Learning's professional learning team will meet with and train a team of instructional leaders so they can facilitate professional learning with Oakland teachers using the online PL platform. Access to the platform is provided for the entire year so that PL can take place at any time.

Instructional Leader Support

- Pre implementation check-in to discuss structures and systems needed for implementation success and how they plan to roll out the PL
- Three live virtual sessions with Fishtank PL team to go over the content and prepare instructional leaders to lead the sessions. This includes:
 - One 45 minute session to discuss and plan session 1
 - One 60 minute session to discuss and plan sessions 2 and 3
 - One 60 minute session to discuss and plan sessions 4 and 5
 - Instructional leaders will be asked to review the session content prior to the planning session so that they are best prepared to ask questions.
- Facilitation guides for ILs to lead their teams through the work times that are part of the Launch sessions.
- One 30-minute implementation check-in to discuss and troubleshoot any issues after the PL.

Online Professional Learning Sessions:

- Fishtank ELA Launch professional learning series will be available for teachers starting in May 2023. Fishtank ELA Launch builds a strong foundation for Fishtank ELA implementation.
- In July 2024, Fishtank will expand the online PL program to include additional modules to support on-going implementation focused on topics such as teaching vocabulary, supporting writing instruction, and centering academic discourse.

1B. Description of Services to be Provided During School Closure or Similar Event: If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school

sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.
Click or tap here to enter text.

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

- Hourly Rate: \$Click or tap here to enter text. per hour
- Daily Rate: \$Click or tap here to enter text. per day
- Weekly Rate: \$Click or tap here to enter text. per week
- Monthly Rate: \$Click or tap here to enter text. per month
- Per Student Served Rate: \$Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:
\$487,500 total over the 5-year agreement.

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

Over the course of the contract all 9th-12th grade students in 13 OUSD schools will have access to high quality, standards aligned English Language Arts instruction. All teachers at these 13 schools will have access to detailed instructional resources and professional learning that will support implementation of the curriculum.

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

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
Click or tap here to enter text.
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

The vendor does not have contact with OUSD students.

5. **Waivers:** OUSD has waived the following. Confirmation of the waiver is attached herewith:

- Commercial General Liability Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
- Workers’ Compensation Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and

agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

EXHIBIT B

In consideration for the Services provided by VENDOR to OUSD in accordance with this Agreement, including but not limited to Exhibit A, VENDOR shall invoice in accordance with section 10 and OUSD shall compensate and make payment to VENDOR in accordance with sections 8 and 10 as follows:

- OUSD shall make payment to VENDOR on or before July 1, 2023 in the amount of \$80,500 to compensate VENDOR for Services provided to OUSD during year 1 of this Agreement.
- OUSD shall make payment to VENDOR on or before July 1, 2024 in the amount of \$96,000 to compensate VENDOR for Services provided to OUSD during year 2 of this Agreement.
- OUSD shall make payment to VENDOR on or before July 1, 2025 in the amount of \$112,000 to compensate VENDOR for Services provided to OUSD during year 3 of this Agreement.
- OUSD shall make payment to VENDOR on or before July 1, 2026 in the amount of \$112,000 to compensate VENDOR for Services provided to OUSD during year 4 of this Agreement.
- OUSD shall make payment to VENDOR on or before July 1, 2027 in the amount of \$87,000 to compensate VENDOR for Services provided to OUSD during year 5 of this Agreement.

Payments by OUSD to VENDOR shall cover the following:

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	5 Year Total
Curriculum Licenses Costs	\$15,500	\$31,000	\$62,000	\$62,000	\$62,000	\$232,500
Cost of PL	\$65,000	\$65,000	\$50,000	\$50,000	\$25,000	\$255,000
Total	\$80,500	\$96,000	\$112,000	\$112,000	\$87,000	\$487,500



TERMS OF USE AGREEMENT

Date of Last Revision: February 24, 2021

1. Acceptance of the Terms and Conditions.

1.1. Fishtank Learning, Inc. (“Fishtank Learning” “we,” “us” or “our”), provides and makes available the website at www.fishtanklearning.org (the “Website”), which provides teachers with the curriculum and resources they need to engage, challenge and inspire their students. Fishtank Learning curriculum materials have been developed and curated by expert teachers and tested and refined in classrooms over many years.

All use of the Website is subject to the terms and conditions contained in this Terms of Use Agreement (as amended from time to time, the “Agreement”). Please read this Agreement carefully. By accessing, browsing, or otherwise using the Website, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse, or use the Website.

1.2. You understand and agree that we may update or change this Agreement at any time without prior notice to you. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link on the Website. You should periodically visit this page to review the current Terms of Use so you are aware of revisions to which you are bound. Your continued use of the Website and any services provided through the Website after

the date any such changes become effective constitutes your agreement to this Agreement. By using the Website and any services provided through the Website, you agree to these Terms of Use. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing, and otherwise using the Website.

1.3. Your access to and use of the Website is also subject to the Website's Privacy Policy, [located here](#) ("Privacy Policy"). In addition, when using certain Fishtank Learning services or applications, you will be subject to any additional applicable terms posted in connection with such services or applications, all such terms and conditions of which are hereby incorporated by reference.

2. Access and Use of the Website.

2.1 You may be required to register with Fishtank Learning in order to access and use certain features of the Website. If you choose to register for the Website, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Website's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Website, with or without registering. In addition, if you are under 18 years old, you may use the Website, with or without registering, only with the approval of your parent or guardian.

2.2 You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Fishtank Learning of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Website. Fishtank Learning will not be liable for any loss or damage arising from your failure to comply with this section.

2.3 Fishtank Learning reserves the right in its sole discretion and at any time to modify, suspend or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that Fishtank Learning will not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

2.4 The Website includes certain content and services that are available via a mobile device. To the extent you access the Website through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply.

3. Conditions of Use.

3.1 To the extent the Website or any portion thereof is made available for any fee, you will be required to pay all applicable fees as set forth on the Website. You represent and warrant to Fishtank Learning that such information is true and that you are authorized to make such payments. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. If you dispute any charges you must let Fishtank Learning know within thirty (30) days after the date that Fishtank Learning charges you. We reserve the right to change Fishtank Learning's prices. If Fishtank Learning does change prices, Fishtank Learning will provide notice of the change on the Website or via email to you, at Fishtank Learning's option, at least fifteen (15) days before the change is to take effect. Your continued use of the Website after the price change becomes effective constitutes your agreement to pay the changed amount.

3.2 Unless otherwise expressly authorized herein or in the Website, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Website, use of the Website, or access to the Website. The Website is for your personal use.

3.3 You agree not to: (a) take any action that imposes an unreasonable load on the Website's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Website, (d) delete or alter any material posted on the Website by Fishtank Learning or any other person or entity, or (e) frame or link to any of the materials or information available on the Website.

3.4 You may be able to upload, post or share content (including comments) or other materials to or on the Website (collectively, "User Content"). When doing so, it is your responsibility to comply with all applicable laws. You shall not upload to, distribute or otherwise publish on the Website any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal User Content. You may have the option to post comments in an anonymized way. Please note, however, that Website administrators may be able to identify which user has posted a specific comment. You agree that you will not threaten or verbally abuse other users, use defamatory language, or deliberately disrupt discussions with "spam." Furthermore, when uploading, posting or sharing User Content, you shall not use defamatory, discriminatory or otherwise abusive language against Fishtank Learning or against any natural or legal person, whether a user or not. Any such behavior or other noncompliance with the obligations set out herein may result in an immediate and permanent ban from the Website and suspension of access to Content (paid or otherwise). Fishtank Learning reserves the right to not display, or to delete, move, or edit comments or other User Content that Fishtank Learning, in its sole discretion, deems abusive, defamatory, obscene, inappropriate, in violation of copyright or trademark laws, or otherwise unacceptable. By uploading, posting or sharing User Content on or through the Website, you are consenting to its display and publication on the Website and for related online and offline promotional uses. You represent and warrant that no materials of any kind submitted through your account will (a) violate or

infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (b) contain libelous or otherwise unlawful material. Any information submitted or provided by you to the Website might be publicly accessible. Important and private information should be protected by you. Fishtank Learning is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.

4. Intellectual Property Rights.

4.1 The Website contains material, including but not limited to software, text, graphics, videos, and images (collectively referred to as the “Content”). We may own the Content or portions of the Content may be made available to us through arrangements that we have with third parties. The Content is protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy, or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy we permit you to make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other web site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Website shall automatically terminate and you shall immediately destroy any copies you have made of the Content. Notwithstanding the foregoing or anything to the contrary in this Agreement and unless otherwise noted, but subject to our absolute reservation of rights related to our Fishtank Learning Trademarks in accordance with Section 4.2, the free standards-based teaching

curriculum made available at fishtanklearning.org is our copyrighted content, which we make available to you pursuant to the Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International license. For the avoidance of doubt, the previous sentence does not apply to content made available via a Fishtank Plus subscription.

4.2 The trademarks, service marks, and logos of Fishtank Learning (the “Fishtank Learning Trademarks”) used and displayed on the Website are registered and unregistered trademarks or service marks of Fishtank Learning. Other company, product, and service names located on the Website may be trademarks or service marks owned by third parties (the “Third Party Trademarks”, and, collectively with the Fishtank Learning Trademarks, the “Trademarks”). Nothing on the Website or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the prior written consent of Fishtank Learning specific to each such use. The Trademarks may not be used to disparage Fishtank Learning or the applicable third party, Fishtank Learning’s or the third party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademark as part of a link to or from any website is prohibited without Fishtank Learning’s prior written consent. All goodwill generated from the use of any Fishtank Learning Trademark shall inure to Fishtank Learning’s benefit.

4.3 Certain elements of the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors, except as otherwise expressly permitted by Section 2.1 of the Agreement. None of the Website Content may be retransmitted without the express written consent from Fishtank Learning for each and every instance.

4.4 You represent and warrant that you own all right, title and interest in and to your User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Fishtank Learning and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Website or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website (“Submissions”), provided by you to Fishtank Learning are non-confidential and Fishtank Learning will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Fishtank Learning may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce this Agreement; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Fishtank Learning, its users and the public. You understand that the technical processing and transmission of the Website, including your User Content, may involve (y) transmissions over various networks; and (z) changes to conform and adapt to technical requirements of connecting networks or devices.

4.5 The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Fishtank Learning or on other pages of the Website infringe your copyright, you (or your

agent) may send us a notice requesting that the material be removed, or access to it blocked. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA (see www.loc.gov/copyright for details). Notices and counter notices with respect to the Website should be sent to Fishtank Learning at:

By Mail:

Fishtank Learning

769 Centre Street, Suite 208

Jamaica Plain, MA 02130

By Email:

contact@fishtanklearning.org

5. Third-Party Websites.

5.1 The Website contain links or other access to third-party web sites and other resources on the Internet (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others unless we specifically note that such External Sites feature our Content. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites.

5.2 We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

6. Limitation of Liability and Disclaimer of Warranties.

6.1 FISHTANK LEARNING, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE “FISHTANK LEARNING PARTIES”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR RELIABILITY. THE FISHTANK LEARNING PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES, OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEBSITE AND THE CONTENT AT YOUR OWN RISK.

THE FISHTANK LEARNING PARTIES DO NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR FREE OR THAT THE WEB SITES, THEIR SERVER(S), OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO FISHTANK LEARNING PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS. THE FISHTANK LEARNING PARTIES ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE WEBSITE (OR RELATED SERVICES) OR YOUR DOWNLOADING OF ANY MATERIALS, DRAWINGS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE WEBSITE.

THE WEBSITE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE FISHTANK LEARNING PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF

TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

6.2 IN NO EVENT SHALL ANY FISHTANK LEARNING PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH FISHTANK LEARNING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH JURISDICTIONS, THE LIABILITY OF THE FISHTANK LEARNING PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6.4 Without limiting anything set out above, you hereby release each of the Fishtank Learning Parties from all damages, liabilities, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with this Terms of Use Agreement, the Privacy Policy and/or any use by you of the Website. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, and that if known by him or her, would have materially affected his settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

7. Indemnification.

7.1 You agree to defend, indemnify, and hold harmless the Fishtank Learning Parties from and against any claims, actions, demands, losses, liabilities or expenses (including, without limitation, reasonable legal and accounting fees) made against Fishtank Learning by any third party due to or arising out of or in connection with or resulting from: (a) your breach of this Agreement; (b) your access to, use or misuse of the Content or Website, including any data or content transmitted or received by you; (c) your connection to the services provided hereunder; (d) your violation of any rights of another, including without limitation any right of privacy, right of publicity or intellectual property rights; (e) your violation of applicable law; or (f) any other party's access to and use of the Website with your unique username, password, or other appropriate security code. Fishtank Learning shall provide notice to you of any such claim, suit, or proceeding. Fishtank Learning reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Fishtank Learning's defense of such matter.

8. Term and Termination of Agreement.

8.1 This Agreement shall be effective as of the date you first access, download or use any of the services or information on the Website and shall remain in effect for so long as you access, download or use any such services or information, or until terminated by Fishtank Learning as provided below.

8.2 Fishtank Learning reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Website or the Content at any time and for any reason without prior notice or liability. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Website and services, may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Website under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Fishtank Learning may

immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such account, files or the Website. Further, you agree that Fishtank Learning will not be liable to you or any third party for any termination of your access to the Website.

8.3 Sections 2 (Access and Use of the Website), 6 (Limitation of Liability and Warranty), 7 (Indemnification), 8 (Termination of the Agreement), 13 (Your Privacy) and 14 (Miscellaneous) shall survive the termination of this Agreement.

9. User Must Comply with Applicable Laws.

9.1 Fishtank Learning is located in Massachusetts, and the Website is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Website or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

9.2 The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws. By downloading the Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Content.

10. User Disputes.

10.1 You agree that you are solely responsible for your interactions with any other user in connection with the Website and Fishtank Learning will have no liability or responsibility with respect thereto. Fishtank Learning reserves the right, but has no obligation, to

become involved in any way with disputes between you and any other user of the Website.

11. U.S. Government Restricted Rights.

11.1 The Content is provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the United States Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Website or Content by the United States Government constitutes acknowledgement of our proprietary rights in the Website and Content.

12. Notice to California Users.

12.1 Under California Civil Code Section 1789.3, users of the Website from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at 1660 Soldiers Field Road, Brighton, MA 02135 or at contact@fishtanklearning.org.

13. Your Privacy.

13.1 We respect the privacy of the visitors to and users of our Website. For details, please see our Privacy Policy. By using or accessing the Website, you consent to our collection and use of personal data as outlined therein.

14. Miscellaneous.

14.1 This Agreement is governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of Boston in the Commonwealth of Massachusetts. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the

invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of Fishtank Learning to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against Fishtank Learning unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Fishtank Learning and you, this Agreement constitutes the entire Agreement between you and Fishtank Learning with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

15. Questions? Concerns? Suggestions?

15.1 Please contact us at 769 Centre Street, Suite 208 Jamaica Plain, MA 02130 or at contact@fishtanklearning.org to report any violations of this Agreement or to pose any questions regarding this Agreement or the Website.

Board Office Use: Legislative File Info.	
File ID Number	23-0198
Introduction Date	2/22/23
Enactment Number	23-0284
Enactment Date	2/22/2023 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Wesley Jacques, Executive Director, Academics and Instruction
Claire-Fisher, Director, Secondary Instruction
Michelle Espino, Coordinator, High School Literacy/ELA

Meeting Date February 22, 2023

Subject Curriculum Adoption for Grade 9-12 English - Fishtank Plus ELA - New ELA Curriculum

Ask of the Board Adoption by the Board of Education of Resolution No. 2223-0012, for the selection and purchase of curricular materials:

Fishtank Plus ELA for High School English Language Arts, Grades 9-12.

Background **Need for Updated ELA Curriculum**

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

In high school, the last curriculum adoption occurred in 2004, long before the shift to the CA State Standards to Common Core. To support our students in developing reading, writing and critical thinking skills needed for college career and community, we must provide our teachers with high-quality, culturally responsive curriculum and the ongoing professional development and coaching they need to effectively use the materials.

Defining High-Quality Literacy Instruction in OUSD: HS Language and Literacy Framework

In spring 2021, a cross-stakeholder group - the High School Literacy Equity Collaborative, or HSLEC - convened in order to outline a shared framework for equitable Tier 1 literacy instruction in high school. The group gathered and synthesized student and family feedback, research on best practice, and their own professional expertise into a framework for instruction, the High School Language and Literacy Framework. The framework outlines three core components of equitable high school literacy instruction - High Expectations with High Support; Culturally Relevant, Responsive, and Asset Based Pedagogy; and Skillful Literacy Instruction. The group also identified the conditions necessary in order to implement the framework fully - one of which was the need for curriculum materials in alignment with the content of the framework.

As the process of identifying a new curriculum for high school ELA classes began in the summer and fall of 2021, the three core components of the High School Language and Literacy Framework became the initial criteria used to assess the quality of ELA programs.

Discussion

Selection Process

District ELA leaders in the department of Academics & Instructional Innovation have concluded a year and a half process of instructional materials review and piloting with extensive participation from OUSD teachers and principals, as well as members of the community.

The High School ELA Curriculum Adoption Committee, composed of a group of teachers and central leaders representing different areas, began work in Fall 2021 to review and identify materials that would best support OUSD high school students in engaging in rigorous and relevant ELA instruction throughout the district. The committee's review was based on evaluation of printed and online materials against local criteria determined through student and teacher engagements, as well as expert reviews of curricula under consideration. In Spring 2022, the committee recommended classroom-based piloting of instructional units for the three finalist curricula: *Fishtank Plus ELA*, *StudySync ELA*, and *Odell High School Literacy Program*.

Over 30 teachers representing 9 high schools participated in piloting starting in fall of 2022. The majority of teachers opted to pilot 2 out of 3 curricula and met regularly to compare unit design and outcomes based on their experience.

The Adoption Committee included piloting teachers, as well as representation from ELLMA, Office of Equity, SPED, Linked Learning, ELA teacher-leaders, and content experts. Additional stakeholder input came from over 700 piloting students, parents, site administration, and content coaches.

In January 2023, the final deliberation brought together piloting teachers and adoption committee members to weigh all feedback collected and come to a consensus on recommendation. 92% of participating committee members moved in favor of adopting Fishtank Plus ELA as the new curriculum.

Fiscal Impact

The funding for the cost of instructional materials and professional learning will be from Resource 6, LCFF Supplemental & Concentration Carryover. The total cost for the purchase of curriculum and the associated professional learning, illustrated below, is \$3,069,256.00.

Summary of Instructional Materials Costs: Years 1-5, 2023-2028

Year	Summary of Materials to be Purchased	Costs
2023-24	Fishtank Plus Teacher Licenses (9th grade) Printed and bound teacher resources (9th grade) 10th grade pilot materials	\$335,948.20
2024-25	Fishtank Plus Teacher Licenses (9th/10th grade) Printed and bound teacher resources (9th/10th grade)	\$393,456.40
2025-26	Fishtank Plus Teacher Licenses (9th-12th grade) Printed and bound teacher resources (9th-12th)	\$725,412
2026-27	Fishtank Plus Teacher Licenses (9th-12th grade) Printed and bound teacher resources (9th-12th)	\$351,040
2027-28	Fishtank Plus Teacher Licenses (9th-12th grade) Printed and bound teacher resources (9th-12th)	\$509,440
	TOTAL =	\$2,315,296.60

**Summary Table: Years 1-5, 2023-2028
Professional Learning**

Year	Summary of Professional Learning Offerings	Costs
2023-24	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative	\$169,720
2024-25	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative Spring 2025 11th & 12th Grade Materials Pilot	\$182,040
2025-26	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative	\$142,400
2026-27	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative	\$142,400
2027-28	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative	\$117,400
	TOTAL =	\$753,960.00

Attachment(s)

- Attachment A: High School ELA Curriculum Proposal
- Attachment B: Budget Proposal for Instructional Materials
- Attachment C: Budget Proposal for Ongoing Professional Learning
- Resolution No. 2223-0012 – Selection and Purchase of Instructional Materials
- Presentation – High School ELA 9-12 Curriculum Adoption

Attachment A:

9-12 ELA Curriculum Proposal

Table of Contents

Section (Use the links below to jump ahead to any section)	Page
Executive Summary	3
2021-22 Materials Review	4
<ul style="list-style-type: none"> • Context of the Materials Review 	4
<ul style="list-style-type: none"> • Materials Review Process and Timeline 	4
<ul style="list-style-type: none"> • Committee Membership 	6
<ul style="list-style-type: none"> • Establishing Criteria for Review 	6
<ul style="list-style-type: none"> • Evaluation of Materials 	7
<ul style="list-style-type: none"> • Level 1 Review 	8
<ul style="list-style-type: none"> • Level 2 Review 	9
<ul style="list-style-type: none"> • Level 3 Review 	10
<ul style="list-style-type: none"> • Selection of Materials for Piloting 	12
Fall 2022 Curriculum Pilot	14
<ul style="list-style-type: none"> • Pilot Timeline and Process 	14
<ul style="list-style-type: none"> • Student and Teacher Survey Data 	15

• Qualitative Themes from Surveys and Empathy Interviews	16
• Survey Themes: Fishtank Plus ELA	17
• Survey Themes: StudySync ELA	17
• Empathy Interview Comparisons of StudySync ELA and Fishtank Plus ELA	18
• Committee Evaluation of Fishtank Plus ELA	18
• Committee Evaluation of Odell High School Literacy Program	19
• Committee Evaluation of StudySync ELA	19
• Final Recommendation	19
Appendices	21
• Appendix A - High School Language & Literacy Framework	22
• Appendix B - ELA Instructional Materials Review Committee Agendas	24
• Appendix C - Level 1 Review Criteria and Ratings	34
• Appendix D - Level 2 Review Criteria and Ratings	35
• Appendix E - Level 3 Review Criteria and Notes	40
• Appendix F - Community Events	43
• Appendix G - Curriculum Pilot: Participation	45
• Appendix H - Curriculum Pilot: Professional Learning Agendas	46
• Appendix I - Piloting Classroom Student and Teacher Survey Questions	58

Executive Summary

In Spring 2021, the Academics & Innovation team and the high school ELA community were charged with selecting instructional materials for adoption across OUSD 9-12 ELA classrooms. The High School ELA Curriculum Adoption Committee, composed of a group of teachers and central leaders representing different areas, began work in Fall 2021 to review and identify materials that would best support OUSD high school students in engaging in rigorous and relevant ELA instruction throughout the district. The committee's review was based on evaluation of printed and online materials against local criteria determined through student and teacher engagements, as well as expert reviews of curricula under consideration. In Spring 2022, the committee recommended classroom-based piloting of instructional units for the three finalist curricula: Fishtank Plus ELA, StudySync ELA, and Odell High School Literacy Program.

In Spring and Summer 2022, 30 teachers representing 9 of our high schools participated in the curriculum pilot, with each classroom piloting one or two of the curricula in consideration. In January 2023, pilot teachers voted to recommend Fishtank Plus ELA as the adopted high school ELA curriculum. The newly adopted curriculum will be rolled out over the next three years, with 9th grade courses starting the curriculum in Fall 2023. An Implementation Committee with teachers from across our high school programs will support roll-out planning.

2021-22 Materials Review

Context of the materials review

In 2004, Oakland Unified adopted Holt as the core ELA curriculum for high schools. Since that time, the Common Core State Standards for ELA were adopted, which called for shifts in the way ELA is taught, in order to support students to be College and Career ready. There has not been an adoption of new materials since the adoption of the CCSS, and survey data from 9-12 ELA teachers in Fall 2021 showed that 95% of teachers primarily used curricular materials that they developed themselves or in collaboration with colleagues. Only 7% of teachers reported using the Holt textbook in any way, with no teachers saying it was their primary ELA resource.

In the last few years, a wide array of CCSS-aligned curriculum has been made available from commercial publishers. The California State Board of Education, which has adopted ELA programs for K-8, has not adopted instructional materials for 9-12, giving local educational agencies the authority and responsibility to adopt instructional materials for use in high schools.

In 2020-2021, a cross-stakeholder group - the High School Literacy Equity Collaborative, or HSLEC - convened in order to outline a shared framework for equitable Tier 1 literacy instruction in high school. The group gathered and synthesized student and family feedback, research on best practice, and their own professional expertise into a framework for instruction, the High School Language and Literacy Framework. The framework outlines three core components of equitable high school literacy instruction - High Expectations with High Support; Culturally Relevant, Responsive, and Asset-Based Pedagogy; and Skillful Literacy Instruction. The group also identified the conditions necessary in order to implement the framework fully - one of which was the need for curriculum materials aligned to the content of the framework.

In this context, the Academics team was charged with leading an Instructional Materials Review in Spring 2021. As the process of identifying a new curriculum for high school ELA classes began in the summer and fall of 2021, the three core components of the High School Language and Literacy Framework became the initial criteria used to assess the quality of ELA programs.

Materials Review Process and Timeline

The Academics team began engaging the Oakland high school ELA community around adopting materials for high school courses in fall 2021. Working under the charge to make a curriculum recommendation to the Superintendent and Board of Education in time for adoption and purchase for use starting in fall 2023, the Academics team solicited applications from teachers to join a High School ELA Curriculum Adoption Committee and began surveying district stakeholders about what they most wanted in an adopted primary ELA resource. What follows is a timeline of stakeholder engagements in this materials review process.

Date	Activity
August-September 2021	<p>Stakeholder Engagements</p> <ul style="list-style-type: none"> ● Visit English departments and meet with teacher leaders at all OUSD high school ● Survey district stakeholders about priorities for an adopted primary ELA resource ● Meet with AAC to discuss student priorities around high school ELA curriculum ● Recruit teachers to join a High School ELA Curriculum Adoption Committee <p>Identify 9-12 ELA programs for review:</p> <ul style="list-style-type: none"> ● Reach out to districts across CA to learn about their curriculum experience ● Research independent curricula review of 9-12 ELA materials ● Identify programs currently being used in OUSD high school ELA classrooms ● Contact publishers to get review copies of materials
October 2021	<p>High School ELA Curriculum Adoption Teacher Info Sessions</p> <ul style="list-style-type: none"> ● Understand the reasons and process for the high school ELA curriculum adoption ● Give input on your priorities for curriculum features ● Recruit for High School ELA Curriculum Adoption Committee <p>Student Engagement through All City Council members</p> <ul style="list-style-type: none"> ● Meet with ACC to discuss student priorities around high school ELA curriculum ● Discuss opportunities for further student engagement
November 2021	<p>High School Curriculum Adoption Meeting #1</p> <ul style="list-style-type: none"> ● Understand our role as a Curriculum Adoption Committee ● Share process and learning so far ● Draft criteria for evaluating curricular materials
December 2021	<p>High School Curriculum Adoption Meeting #2</p> <ul style="list-style-type: none"> ● Narrow the selection of curricula that we are considering ● Revise criteria for evaluating curricular materials <p>High School Curriculum Adoption Meeting #3</p> <ul style="list-style-type: none"> ● Understand the process for the Level 2 Curriculum Review ● Apply the Level 2 Curriculum Review process to one ELA curriculum.
January 2022	<p>High School Curriculum Adoption Meeting #4</p> <ul style="list-style-type: none"> ● Understand the process for the Level 2 Curriculum Review ● Apply the Level 2 Curriculum Review process to one ELA curriculum. <p>High School Curriculum Adoption Meeting #5</p> <ul style="list-style-type: none"> ● Determine curricula to move forward to the Level 3 Review ● Brainstorm around Level 3 Engagement
February 2022	<p>High School Curriculum Adoption Meeting #6</p> <ul style="list-style-type: none"> ● Understand where we are in our curriculum selection process ● Begin all committee review of 4 curricula still in consideration <p>High School Curriculum Adoption Meeting #7</p> <ul style="list-style-type: none"> ● Understand where we are in our curriculum selection process ● Continue all committee review of 4 curricula still in consideration
February - April 2022	<p>High School English Department Engagements</p> <ul style="list-style-type: none"> ● Understand the reasons and process for the high school ELA curriculum adoption. ● Explore 4 curricula in consideration ● Share feedback on curricula <p>High School Principal Engagements</p>

	<ul style="list-style-type: none"> • Understand the reasons and process for the high school ELA curriculum adoption. • Explore 4 curricula in consideration • Share feedback on curricula
March 2022	<p>High School Curriculum Adoption Meeting #8</p> <ul style="list-style-type: none"> • Understand where we are in our curriculum selection process • Continue subcommittee review of 4 curricula still in consideration <p>Family Engagement Session</p> <ul style="list-style-type: none"> • Understand the reasons and process for the high school ELA curriculum adoption. • Share hopes & dreams for students in high school English • Explore 4 curricula in consideration • Share feedback on curricula <p>High School Curriculum Adoption Meeting #9</p> <ul style="list-style-type: none"> • Look at feedback so far from stakeholder engagements • Synthesize subcommittee review of 4 curricula still in consideration
April 2022	<p>High School Curriculum Adoption Meeting #10</p> <ul style="list-style-type: none"> • Look at feedback from stakeholder engagements • Consider & vote on a proposal for curriculum piloting in the fall • Provide input on the piloting process

Committee Membership

The Academics team received 13 applications from teachers to be on the High School ELA Curriculum Adoption Committee for the initial materials review. All applicants were invited to join the committee, but not all were able to join given time conflicts. The 16-member committee included:

- 8 English teachers from 6 9-12 programs, including teachers representing Special Education supports and English Language Development
- Central Office leaders from the Office of Equity, English Language Learner and Multilingual Achievement, Special Education, High School Linked Learning Office, and Academics and Instruction.

The Academics team structured the process to focus on establishing criteria for 9-12 ELA curriculum and reviewing printed and online materials against these criteria in 2021-22, and a shift to piloting materials in the fall of 2022. To help to bring additional perspectives into the review, the Academics team also gathered and shared published reviews from EdReports.org and reached out to ELA colleagues in neighboring districts regarding their adopted curriculum and classroom experiences.

Establishing Criteria for Review

To establish criteria against which to evaluate materials, the Committee drew from surveys of teachers, site and central office leaders, and students about the features they valued in instructional materials, as well as the High School Language and Literacy Framework. In addition to survey data, Literacy Coordinators met with teams at high schools and the All City Council to collect qualitative themes.

Teacher and Admin Survey Data

66 teachers and 8 site administrators responded to the survey, identifying how important different criteria were to them in curriculum selection.

The top 3 priorities for teachers were:

1. Supports for ELLs and Students with Disabilities (98% ranked very important)
2. Represents the diversity of OUSD students (97% ranked very important)
3. Usability of the curriculum (97% ranked very important)

The top 4 priorities for site administrators were:

1. Represents the diversity of OUSD students (100% ranked very important)
2. Usability of the curriculum (88% ranked very important)
3. Variety of text types and genres (88% ranked very important)
4. Flexibility in implementation (88% ranked very important)

Student Survey Data

127 students at 7 high schools responded to the survey. The top 3 priorities for students in high school ELA curricula were:

1. Prepares you for college-level work (4.3 out of 5)
2. Gives the same opportunities and experiences as students at other high schools (4.1)
3. Prepares you for AP Exams and Capstone (4.1)

Criteria for Evaluating Materials

Using data from the surveys and other engagements, and the High School Language and Literacy Framework, the committee organized criteria into four categories for evaluation:

- High Expectations with High Support
- Culturally Relevant, Responsive and Assets-Based
- Skillful Language and Literacy Instruction
- Curriculum Usability, Design and Flexibility

Evaluation of Materials

The Committee began with an initial list of 15 curricula, identified through EdReports.org, discussions with surrounding districts, and programs that teachers had used or were interested in exploring. The curricula on the initial list for review were:

- *American Reading Company (ARC) Core*, American Reading Company (2017)
- *Developing Core Literacy Proficiencies*, Odell Education (2016)
- *Expository Reading and Writing Curriculum (ERWC)*, California State University System (ongoing)
- *Fishtank ELA Plus*, Fishtank Learning (2020)

- *Foundations of Language and Literature; Advanced Language and Literature*, Bedford, Freeman and Worth
- *Collections*, Houghton Mifflin Harcourt (2017)
- *Holt McDougal Literature*, Houghton Mifflin Harcourt (2012)
- *Into Literature*, Houghton Mifflin Harcourt (2016)
- *Mirrors and Windows: Connecting with Literature*, EMC School Publications (2016)
- *myPerspectives*, Savvas (2022)
- *High School Literacy Program*, Odell Education (2020)
- *Path to College and Career ELA*, John Wiley and Sons (2021)
- *Springboard ELA*, The College Board (2021)
- *StudySync ELA*, McGraw-Hill Education (2021)
- *Summit Learning Platform*, Summit Learning (ongoing)

Level 1 Review

In order to provide committee members with baseline information related to the programs in consideration, and potentially eliminate programs that did not deserve further review, the secondary literacy coordinators did an Level 1 Review of all programs in consideration. In alignment with the three components of the High School Language and Literacy Framework, they reviewed materials in three areas. The criteria used at this stage were designed to be easy to assess, but baseline to any program we would consider for use in OUSD. The criteria were:

- High Standards – Programs were rated in this category based on the assessment given to them by EdReports. Three programs had not been evaluated by EdREports; mostly programs that were newer or not comprehensive ELA programs. For these programs, reviewers looked for evidence of alignment to and coverage of the Common Core State Standards for ELA.
- Culturally Relevant – Core texts for the program were examined, counting the proportion of core texts written by authors of color.
- Language and Literacy Instruction – Reviewers looked at a sampling of lesson plans to determine if they included opportunities to read, talk, and write about complex text, a key component of the High School Language and Literacy Framework.

Data from the Level 1 Review was brought back to the Committee, which made the decision to eliminate the following curricula from further consideration:

- Curricula not considered standards-aligned by EdReports (standards alignment was a priority for every stakeholder group):
 - HMH Collections
 - Holt McDougal Lit (also being phased out by the publisher)
 - Mirrors and Windows: Connecting with Literature
 - Foundations of Language and Literature (also only offered programs for 9th and 10th grades)

- American Reading Company Core – lacked diversity in text selection; included leveled reading practices not supported by research
- Into Literature – Did not show daily opportunities for students to engage with talking about complex text; low ratings on cultural relevance
- The committee considered eliminating Developing Core Literacy Proficiencies as well, because of a lack of text diversity, but since the program had explicit opportunities for the inclusion of locally-selected texts the determination was made that OUSD could address text diversity through these texts, and the committee appreciated the flexibility it offered.

Level 2 Review:

Nine programs continued to the Level 2 review, where they were evaluated against the criteria the committee had written for the four categories under consideration: High Expectations with High Support; Culturally Relevant, Responsive and Assets-Based; Skillful Language and Literacy Instruction; and Curriculum Usability, Design and Flexibility.

Each of the curricula were reviewed by two different committee members, each of whom reviewed a selection of materials representing the overall design of the curricula, course plans, unit plans, lesson plans, and supplementary materials. Committee members then rated the curricula in terms of how much evidence they found of the different descriptors on a four-point rubric. Ratings were averaged for each category and overall.

During the Level 2 Review, two curricula were identified as not being suitable for adoption, and the Level 2 Review was not completed. They were:

- *Expository Reading and Writing Curriculum* – While there were numerous positive aspects of this curricula, only an 11-12 curriculum is available; there are a few 9-10 units, but the committee felt it could not meet the need of having a comprehensive 9-12 program. In addition, ERWC does not support district adoptions, but only works with individual schools.
- *Summit Learning* – While Summit Learning has ELA units, they are a part of a comprehensive model. In order to engage in a district-level partnership, Summit Learning requires that students engage in Summit curricula across the four core classes (English, math, history and science). Considering adopting this entire model was beyond the scope of the Committee.

After the completion of the Level 2 Review, the committee voted to eliminate three additional curricula before the Level 3 Review. Before the committee voted, committee members who reviewed the curricula were invited to share the strengths they found and any reasons they felt the curricula should move forward in the process. No committee members advocated for any of these curricula to move forward.

- *Developing Core Literacy Proficiencies* – Rated <2 in the Culturally Relevant, Responsive, and Assets-Based category and significantly below average in the overall score
- *myPerspectives* – Rated <2 in the Culturally Relevant, Responsive, and Assets-Based category and significantly below average in the overall score
- *Paths to College and Career* – Rated below the average in 3/4 categories and below average overall. No strengths that outweighed the weaknesses

Level 3 Review:

Four programs proceeded to the Level 3 Review:

- Fishtank Plus ELA
- Odell High School Literacy Program
- Springboard ELA
- Study Sync ELA

The Level 3 Review of programs consisted of two parts: a deeper review of the curriculum materials by committee members, and bringing the programs, along with the strengths and weaknesses the committee noted, to high schools for ELA teachers to interact with and give feedback on the programs they were most interested in moving forward in the process.

A summary of the strengths and weaknesses identified by the Committee appear below; the full review can be seen in Appendix F: Level 3 Review Synthesis.

Fishtank Learning Plus ELA

Fishtank Learning Plus ELA Strengths	Fishtank Learning Plus ELA Gaps
<ul style="list-style-type: none"> ● Engaging materials with themes, essential questions, and texts that touch on issues that are contemporary and relevant ● Strong design that is backwards planned for teachers and students, starting with how learning will be assessed ● Rigorous, standards-based tasks ● Multiple forms of assessment in each unit, including performance tasks and socratic seminars as well as more traditional writing tasks ● Text topics and authorship span multiple racial identities, and also touch on gender, sexuality, disability 	<ul style="list-style-type: none"> ● Materials are less built out than other curricula, with some materials, including embedded scaffolds and reading quizzes, that teachers have to create ● Currently only the 9th and 10th grades have new editions that have been released ● Some topics may feel too heavy or inappropriate. ● Doesn't have a learning platform ● No ELD component

<ul style="list-style-type: none"> • Attention to vocabulary and language choice 	
---	--

Odell High School Literacy Program (HSLP)

Odell HSLP Strengths	Odell HSLP Weaknesses
<ul style="list-style-type: none"> • Backwards planned to a culminating task • Includes a toolkit with graphic organizers, strong vocabulary support, reference guides and rubrics • Teaching notes to support with differentiation • Some contemporary and historical texts by authors of color, particularly Black authors • Topics and themes encourage interdisciplinary connections, explorations of texts across media, and offer opportunities for student choice/interest • Strong focus on research • Strong discussion component with tools for academic discussion 	<ul style="list-style-type: none"> • Each lesson has many activities within it, which could be overwhelming to students and impact transitions • Representation of Latinx, API, Indigenous, LGBTQ, and disabled voices is limited; even units with relevant themes often lack a racial justice lens • Tools don't always have student-friendly language • Doesn't have a learning platform • No ELD component

Springboard

Springboard ELA Strengths	Springboard ELA Weaknesses
<ul style="list-style-type: none"> • Has a foundational skills workshop that is separate from the core curriculum, there are also foundational skills supports that can be implemented into lessons. • ELD components can also be taught as a separate class or woven into the curriculum. • Broad range of genres and media • Backwards planned to a culminating task • Thorough - includes language, spelling, grammar, and comprehension components • Clear rubrics 	<ul style="list-style-type: none"> • While the 10th grade course offers a much more diverse range of texts and stronger focus on identity, culture, and criticality compared to other grades, focuses on white authors/pieces from "the canon" across units and grade levels with limited representation of Latinx, API, Indigenous, LGBTQ, and disabled voices • Format of materials/lessons feels outdated • The platform itself is a bit clunky and the E-Book seems like the preferred means of engagement. • Differentiated instruction isn't embedded in the lesson

StudySync ELA

StudySync ELA Strengths	StudySync ELA Weaknesses
<ul style="list-style-type: none"> • Many supports built into the platform, including ELL supports, text at lower lexile levels, modifications for IEPs, text read aloud, translations • Supports both digital and print options for all materials • Diagnostic reading assessment • Many text options, ability to choose could be promising from a representation standpoint • Varied student activities, prompts, and reflection opportunities • Connected ELD lessons for core curriculum 	<ul style="list-style-type: none"> • Scaffolds only seem to be in the core curriculum, would not be available if alternate texts were selected • Texts and themes are less contemporary, often seeming “color-blind” or apolitical. Texts about people of color frequently focus on struggle. • Writing component not as strong - final projects not as rigorous as other curricula • Assessment highly dependent on standardized-type tasks

In addition to the deeper review of materials, Literacy Coordinators went to high schools and presented information about the process and the four programs in consideration, giving teachers time to look at program materials and assess the programs for themselves. Additionally, they attended High School Principal Professional Learning sessions. Both ELA teachers and principals received surveys as well, asking them to rank the programs.

Overall, how would you rate this program? Would you recommend that OUSD use this program for all high school English classes?

This process engaged:

- 85 ELA teachers in OUSD high schools, or approximately 90% of English teachers in non-alternative programs
- 46 teachers responded to the ranking survey, including 44% of ELA teachers and 49% of ELA teachers in non-alternative programs
- All high school principals participated in at least one engagement

The High School ELA Curriculum Adoption Committee reviewed survey data and comments, as well as their own investigations of the curricula.

Selection of Materials for Piloting

At the end of the Level 3 Review, the committee voted to pilot 3 programs in the spring: Fishtank Plus ELA, Odell High School Literacy Program, and StudySync. This was the rationale:

- Fishtank was a clear winner with teachers and principals; almost ⅔ of teachers who reviewed it named it as their first choice

- There was the least interest in Springboard, and while it showed many strengths they were largely shared by other curricula.
- StudySync ELA and Odell High School Literacy Program were roughly equal in the rankings by teachers, and appealed to different groups:
 - StudySync appealed to teachers in alternative programs, who appreciated the embedded scaffolds and texts
 - Odell HSLP appealed to teachers who valued interdisciplinary connections and building research skills, and those who appreciated the tools for literacy instruction, including rubrics and graphic organizers

Fall 2022 Curriculum Pilot

Pilot Timeline and Process

In Spring and Summer 2022, the Academics team recruited teachers to participate in a pilot of our three finalist programs: Fishtank Learning Plus ELA, Odell High School Literacy Program, and StudySync ELA. Pilot teachers participated in a 3-day training that included an overview of the piloting process and each curriculum being piloted, and curriculum-specific training from each provider. During the pilot, participating teachers engaged in meetings to get support from curriculum providers, share feedback with the larger committee, and reflect on their experiences using student work and videos of classroom practice.

Below is a timeline of key events for the fall 2022 piloting process:

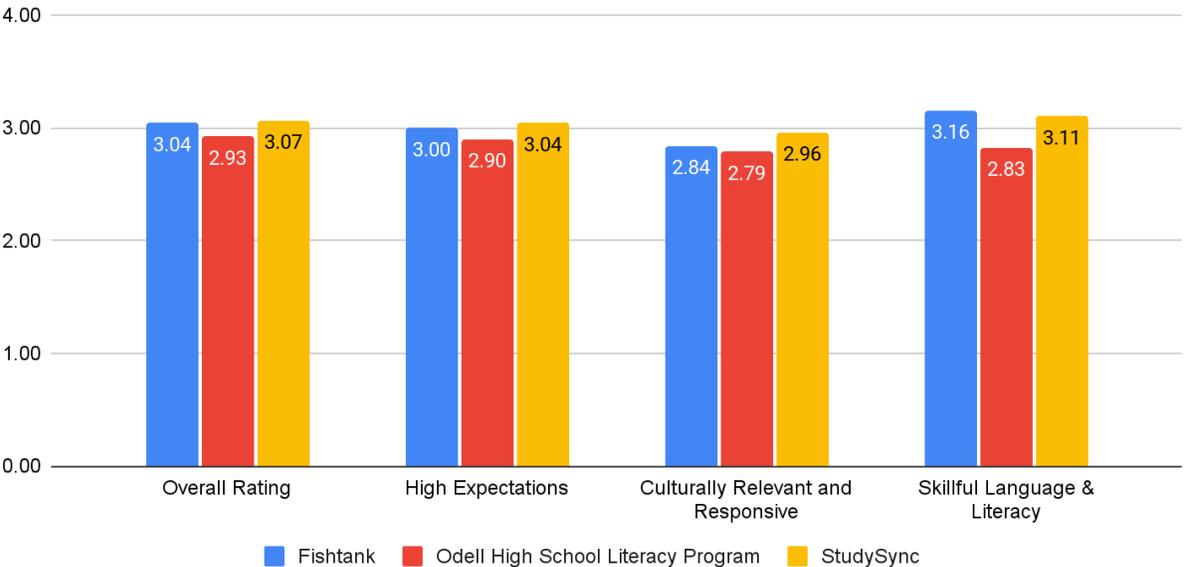
Date	Activity
March-July 2022	Piloting recruitment <ul style="list-style-type: none"> ● Recruit a team of piloting teachers reflecting a broad cross-section of schools, grade levels, and teaching experience
July 2022	Piloting Training <ul style="list-style-type: none"> ● Orient piloting teachers to the purpose of curriculum adoption & selection process thus far ● Train piloting teachers on the programs that they will pilot
September 2022	Classroom Visits and Data Collection Piloting Training Follow Up at OUSD Professional Development Day <ul style="list-style-type: none"> ● Provide support in planning and pacing for pilot curriculum implementation Piloting/Adoption Committee Meeting #1: Reflection on Pilot Curriculum #1 <ul style="list-style-type: none"> ● Examine student work samples from the 3 programs and determine themes, patterns, and differences across classrooms. ● Synthesize learning about each program from the first round of piloting
October 2022	Classroom Visits and Data Collection Piloting/Adoption Committee Meeting #2: Mid-pilot check in on Pilot Curriculum #2 <ul style="list-style-type: none"> ● Provide support in planning and pacing for pilot curriculum implementation ● Prepare for collecting student and teacher feedback ● Preparing to present to ELA colleagues at 11/9 2nd Wednesday
November 2022	Classroom Visits and Data Collection HS ELA 2nd Wednesday: Sharing the Pilot Process <ul style="list-style-type: none"> ● Share experiences of teachers piloting each of the 3 programs under consideration ● Gather feedback from the broader HS ELA teaching community Piloting/Adoption Committee Meeting #3: Reflection on Pilot Curriculum #2 <ul style="list-style-type: none"> ● Review initial student data and identify trends ● Plan for additional data collection before deliberation
December	Piloting/Adoption Committee Meeting #4: Deliberation Part 1

2022	<ul style="list-style-type: none"> Review quantitative teacher and student feedback <p>Final Survey and Empathy Interview Collection</p> <ul style="list-style-type: none"> Individual interviews with piloting teachers and students
January 2023	<p>Piloting/Adoption Committee Meeting #5: Deliberation Part 2 and Final Recommendation</p> <ul style="list-style-type: none"> Review qualitative teacher and student feedback Use a consensus protocol to come to a final decision about which curriculum to recommend to the board

Student and Teacher Survey Data

We collected a total of 21 survey responses from piloting teachers and 753 survey responses from students in pilot classrooms. Both teachers and students were asked to rate the program(s) they piloted on a scale of 1-4 in 4 areas: Overall Ratings; and the 3 categories we used through out the process, based on the High School Language and Literacy Framework: High Expectations with High Support; Culturally Relevant, Responsive, and Assets-Based; and Skillful Language and Literacy Instruction. Teachers were additionally asked to rate programs around Curriculum Design, Usability, and Flexibility.

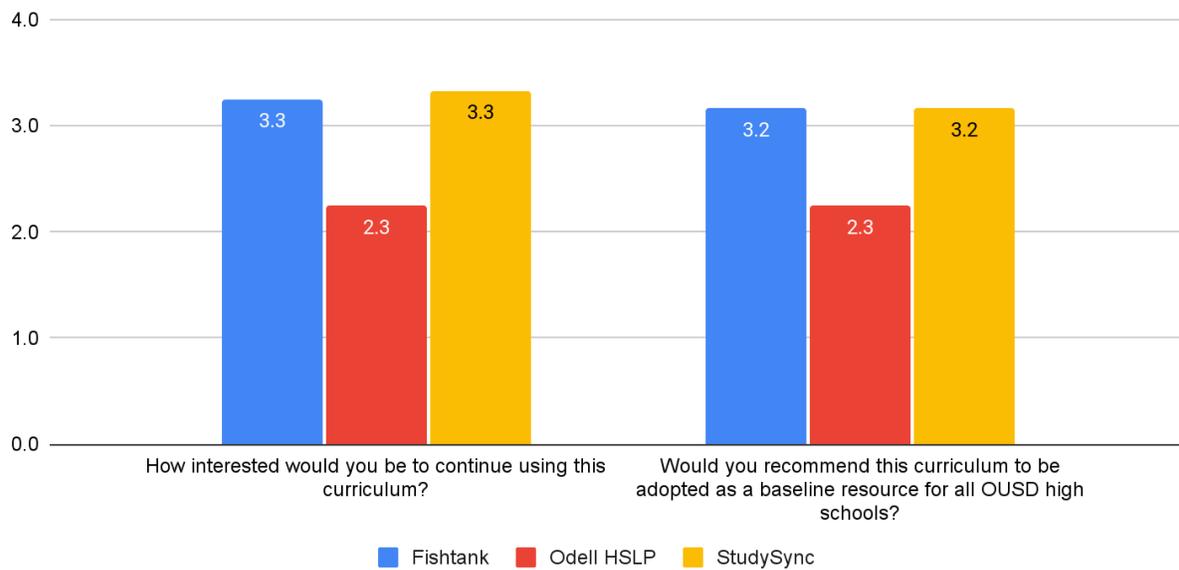
Students rated the three programs similarly on quantitative rating questions, with Fishtank ELA and StudySync ELA averaging slightly higher than Odell High School Literacy Program.



When students were asked if they would recommend a given program for use across all high school English classes across OUSD, all three programs had largely favorable responses. Fishtank ELA had the highest positive response rate to this question, with 85% of students saying they would recommend the program, compared to 76% for StudySync and 75% for Odell.

Teacher quantitative ratings revealed a larger gap between two more highly rated programs, Fishtank ELA and StudySync ELA, and Odell High School Literacy Program.

Average teacher response to general curriculum questions



In response to the question “Would you recommend this curriculum to be adopted as a baseline resource for all OUSD high schools?” 92% of teachers who piloted Fishtank ELA responded with positive responses, compared to 86% for StudySync ELA and 25% for Odell High School Literacy Program.

Qualitative Themes from Surveys and Empathy Interviews

In addition to rating the programs, both teachers and students were asked to respond to several free response questions in relation to the programs they piloted. These questions revealed significant differences between the programs, particularly when comparing the two more highly rated programs of Fishtank Plus ELA and StudySync ELA. While we did collect survey responses in relation to the Odell High School Literacy Program as well, the committee eliminated that program early in deliberation because of the much lower ratings on quantitative questions, so focused analysis on the other two programs. These differences are summarized below.

Survey Themes: Fishtank Plus ELA

Both teachers and students reported that the texts in Fishtank were culturally relevant, engaging, and current. Students frequently commented on the content of Fishtank texts or units in their survey responses. They enjoyed opportunities to discuss these texts and topics with classmates. Students also felt challenged by Fishtank, and reported this as both something they liked and disliked about the program. Teacher responses revealed a related theme: Fishtank required them to plan a significant amount of additional scaffolding into daily lessons in order for students to meet the rigor of the program.

- *The texts and concepts were engaging, culturally relevant, and timely.* (teacher)
- *I like how we read many stories and students can make connections. We also talked about stuff in the media I liked that, up to date.* (student)
- *I like the different readings and videos that we learned about. The topic of Vulnerability and Invisibility is an important topic since it relates to our society today. Especially a group of students from Oakland who is subjected to the violence and deal with oppression the most. It allows us to make a connection to ourselves.* (student)
- *I liked about the reading about civil rights, Kitty Genovese murder, and the Black Lives Matter.* (student)
- *I don't like doing the target tasks. I feel like I sort of struggle when writing paragraphs and having to choose certain evidence.* (student)
- *too much writing and assignments* (student)
- *Lack of scaffolds and differentiation; I had to make a lot of my own handouts, slides, and processes.* (teacher)

Survey Themes: StudySync ELA

Both teachers and students reported that StudySync's online platform was relatively easy to navigate. Teachers appreciated the scaffolding features embedded in the platform, though about half of respondents still reported adding their own modifications to lessons.

- *This program has scaffolding features already built in for new teachers to use. I think that would decrease the level of anxiety of having to create your own scaffolds and curriculum the first year of teaching.* (teacher)
- *I like how easy it is to do the assignments and how easy it is to use the website.* (student)
- *What I liked the most about the program was that it was online and it had the rubric for the work. Also it was similar to canvas which I really liked ... when I used it last year.* (student)
- *What I like the least is the the journal questions. I think some of the questions are not as interesting or engaging as they should be to be able to reach the word count required.* (student)
- *maybe if we read something more interesting* (student)

- *The most challenging was some of the featured readings did not engage students and appeared to be a bit dry. (teacher)*

Empathy Interview Comparisons of StudySync ELA and Fishtank Plus ELA

Empathy interviews conducted with teachers and students who experienced more than one program further reinforced the contrasts between StudySync and Fishtank.

Teachers shared that they felt more challenged by Fishtank, but also that they felt themselves grow while using the program. They noted their students engaged in more text-based discussion during their Fishtank unit than during their StudySync unit.

- *Fishtank pushed me to grow more as a teacher. StudySync would be great for new teachers, but was already done for you. Fishtank, I had to prep more and made me have to think more about the practice.*
- *Fishtank there is more room for collaboration. My 10th graders were discussing with each other more. Textual evidence was big in Fishtank and it made students have to go back to the text. Much more practice with evidence and the topic itself. StudySync is more straightforward - just checking in with each other Fishtank there would be more building together.*

Students likewise felt more challenged to grow by Fishtank than by StudySync.

- *I feel like I am behind b/c of the pandemic. They should do stuff to help students catch up on skills. I would choose Fishtank, b/c it helps my communication. It helps me to learn stuff I do not know.*
- *Fishtank was more difficult, had bigger words, it pushed my vocabulary. It helped me to find evidence in my paragraphs and writing for sure. I then had to explain things better for sure.*

Committee Evaluation of Fishtank Learning Plus ELA:

Upon review of artifacts from the curriculum pilot, the committee named the following strengths and opportunities of adopting Fishtank Learning Plus ELA:

- Culturally responsive and current texts and questions
- Rigorous tasks that challenge students to grow as readers, speakers, and writers.
- Opportunity for OUSD teachers and leaders to shape content for grades 11-12, and shape ongoing revisions to all materials
- Promising revisions being made to existing materials to incorporate additional scaffolds

The committee also named some weaknesses and risks:

- Given the high level of challenge in implementing the curriculum, OUSD would need to invest heavily in teacher professional learning and supports, focused on:
 - Navigating Fishtank units and lessons
 - Scaffolding to support student access to texts and tasks
- 11th and 12th grade materials are still in development, and won't be available until 2025-26

Committee Evaluation of Odell High School Literacy Program:

Upon review of artifacts from the curriculum pilot, the committee named the following strengths and opportunities of adopting Odell High School Literacy Program:

- Support for research skills
- Frequent opportunities for students to practice critical-thinking

The committee also named some weaknesses and risks:

- Somewhat negative student and teacher feedback
- Outdated, texts and questions

Committee Evaluation of StudySync ELA:

Upon review of artifacts from the curriculum pilot, the committee named the following strengths and opportunities of adopting StudySync ELA:

- Ease of use for teachers and students
- Flexibility and choice given the online library of lessons and texts

The committee also named some weaknesses and risks:

- Lack of student talk observed in SS lessons
- Students felt less challenged as thinkers by this program compared to the other two
- Concern that instruction might default to individual computer use with little teacher support

When comparing the three programs, the committee noted that:

- Odell HSLP was rated lowest by both students and teachers, and was therefore eliminated in the early stages of our final deliberation.
- Although Fishtank was more challenging to implement, the program better aligned with our long term vision for culturally relevant high school ELA instruction that prepares students for college and career. Our observations of classrooms where Fishtank was being implemented revealed higher levels of student talk, annotation of text, and critical thinking.
- StudySync, while easy to implement and including many built in scaffolds, ultimately didn't produce dynamic classroom experiences for students. It would meet an immediate need to offer manageable materials to new teachers or substitutes, but is less likely to appeal to experienced teachers.

Final Recommendation

Ultimately, the committee agreed that the strengths of Fishtank Plus ELA outweigh the weaknesses, and many of the weaknesses can be attended to through ongoing professional learning and collaboration, as well as the feedback offered to the curriculum designers throughout the revision of the next edition of the curriculum. XX committee members attended the final deliberation and voted on the program. 92% of the committee voted to adopt Fishtank ELA Plus as the core curriculum for OUSD 9-12 English Language Arts classrooms.

It is the recommendation of the 9-12 ELA Curriculum Adoption Committee to proceed with the

adoption of Fishtank Plus ELA across our high school programs, and to begin implementation of the 9th grade curriculum in the fall of 2023, with an additional grade level rolling out each subsequent year.

Thank you for the consideration of our proposal.

Submitted by the High School ELA Curriculum Adoption Committee

2022-23 Piloting and Selection:

Glen Ryan Alejandro, Castlemont	Jennifer Borens, Oakland Tech
Daisy Coleman, Castlemont	Timothy Broderick, Oakland Tech
Dionne Embry, Castlemont	Jeremy Sutton, Oakland Tech
Rosalva Gaeta Argueta, Castlemont	Julian Felix, Rudsdale Continuation
Alana Gordon-Brown, Castlemont	Jonathan Rice, Rudsdale Continuation
Auset Johnson, Castlemont	Nicholas Beasley, Skyline
Chad Burr, Dewey	Matt Donohue, Skyline
Leonardo Gonzalez, Fremont	Lailan Huen, Office of Equity
Ji Lee, Fremont	Jamal Muhammad, Office of Equity
Fatimah Salahuddin, Fremont	Camrin Frederick, Linked Learning Office
Jessica Villanueva, Fremont	Colette Kang, Linked Learning Office
Jack Jue, Life Academy	Lizzie Humphries, Linked Learning Office
Asha Nidumolu, Life Academy	Stephen Raser, Special Education
Adetokunbo Fajemirokun, McClymonds	Jeanne Bruland, Academics and Innovation
Jacqueline Hutton, McClymonds	Michelle Espino, Academics and Innovation
Saba Saeed, McClymonds	
LuPaulette Taylor, McClymonds	
Amy Benner, Oakland High	
Rosa Cheung, Oakland High	
Jenny Clark, Oakland High	
Jesus Medina, Oakland High	

2021-22 Curriculum Review and Piloting Selection:

Daisy Coleman, Castlemont	Nicole Knight, ELLMA
Tre Keeve, Community Day	Lailan Huen, Office of Equity
Jessica Villanueva, Fremont	Jamal Muhammad, Office of Equity
Amy Benner, Oakland High	Lizzie Humphries, Linked Learning Office
Alex Webster Guiney, Oakland High	Neku Pogue, Special Education
Matt Donohue, Skyline	Stephen Raser, Special Education
Vaile Fujikawa, Skyline	Jeanne Bruland, Academics and Innovation
Lisa Shafer, Skyline	Michelle Espino, Academics and Innovation

Appendices

Appendix A: OUSD Language and Literacy Framework

OUSD High School Language and Literacy Framework

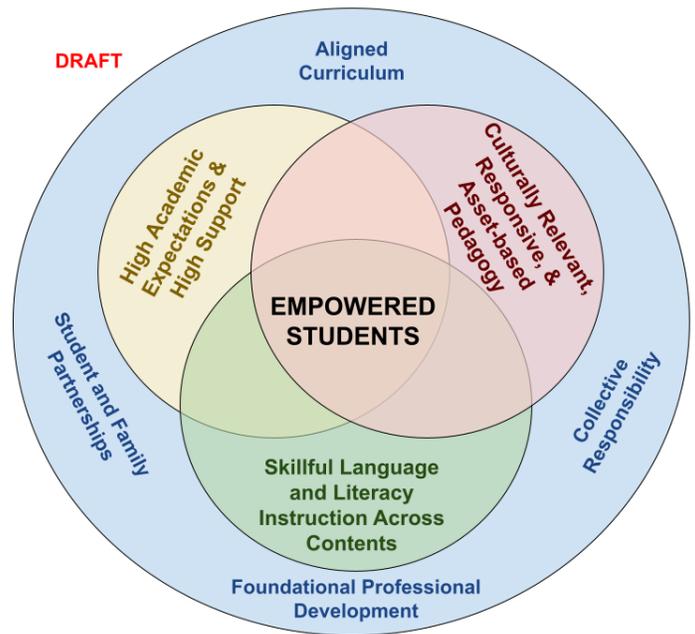
Summary 1-Pager [[Full-length version](#)]

About the Framework:

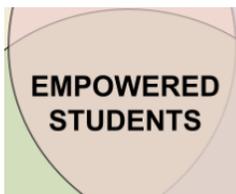
Literacy is foundational for student success in college, career, and community. We must guarantee the basic right to literacy for every student - especially those we have historically failed to serve, such as Black students, English Language Learners, and students with IEPs.

This framework provides a definition for equitable Tier 1 literacy instruction across high school contents. It was drafted by the [High School Literacy Equity Collaborative \(HSLEC\)](#), drawing on both research and direct community input, and builds on literacy guidance for earlier grades such as the [TK-5 Language and literacy Framework](#).

This summary 1-pager, along with the [full-length framework](#) and other implementation tools, are intended for use by educators, instructional coaches, principals, and central leaders who are evaluating curriculum, providing PD or coaching, or strengthening a site's literacy program.



At the Center/Our Why: Empowered Students



We envision each student graduating from OUSD:

- Grounded in their own story
- As a joyful reader
- Equipped with college- and career-ready reading, writing, listening, and speaking skills
- Critically literate, and ready to create change in the world and in their communities

How do we get there?

In the Classroom: Three Components of Equitable Literacy Instruction

These three elements overlap and reinforce one another. Effective and equitable instruction results from the combination of these three elements, not from any one of the elements in isolation.

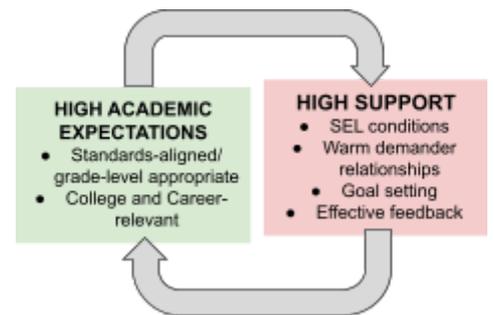
High Expectations with High Support



- The **tasks** that students do every day are the best predictors of the knowledge, skills, and dispositions they will develop over time.
- The [Common Core State Standards for Literacy](#) were backwards-mapped from college and career-level texts and tasks - so aligning daily tasks to **grade-level standards** is one of the most powerful shifts teachers can make in service of students' access to college and career.
- To rise to the challenge of grade-level tasks, students need the support of strong

warm-demander relationships with their teachers, SEL conditions in the classroom, and **appropriate scaffolds**.

- See examples and further resources in the [full-length framework](#)



Culturally Relevant, Responsive, and Asset-Based Pedagogy

Culturally Relevant, Responsive, & Asset-Based Pedagogy

- **Asset-Based Pedagogies** such as culturally relevant and responsive teaching and Universal Design for Learning (UDL) are rooted in the belief that students bring rich knowledge, skills, and language into the classroom, and that teaching is most effective when educators recognize and build off of these assets in their instruction. These pedagogies are a direct response to the deficit-based narratives we internalize as a result of racism, sexism, ableism, etc., and require educators to engage in critical self-reflection about their own beliefs.
- Culturally relevant and responsive teaching ensures that students' **identities and cultures** are reflected in classroom **content and practices**. In literacy instruction, this might look like selecting relevant texts, engaging in communal reading and discussion, or embracing multiple forms of literacy.
- Universal Design for Learning leverages students' assets by offering **multiple means** of engagement, representation, and action/expression.
- See examples and further resources in the [full-length framework](#).

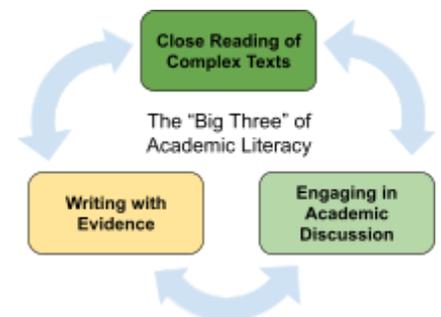
Equity Learning Questions

How can we build Empowering Narratives of/for our students?	How do we identify and counter deficit thinking with Asset-Based Practices ?
How can we integrate students' Linguistic and Cultural Assets into instruction?	What does Self-Work look like for me/my team?

Skillful Language and Literacy Instruction

Skillful Language & Literacy Instruction

- Students grow their language and literacy skills through practice. Skillful teachers embrace, rather than shy away from, opportunities for students to stretch their skills and engage with challenging texts, concepts, and tasks.
- Students need daily opportunities to practice **"The Big Three"** of academic literacy:
 - Close reading of complex texts
 - Academic discussion
 - Writing with evidence
- Teachers support ELLs and ALLs (academic language learners) by amplifying (not simplifying) the language of texts and tasks **before, during, and after reading**
- Teachers can also support **knowledge and vocabulary** by teaching units that focus on one topic deeply, and providing students with text sets - a series of texts (including multimedia sources) related to the same topic.
- When students aren't comprehending when they read, teachers can employ Tier 1 strategies that support **fluency and comprehension**.
- See examples and further resources in the [full-length framework](#).



Beyond the Classroom: Essential Conditions

Essential Conditions

Educators alone cannot address our literacy inequities. The entire system must be in alignment in order to support our students. The following conditions are necessary to make the three components of instruction possible:

- **Collective responsibility:** From our central office, to our classrooms, to our families - all adults must take responsibility for students' language and literacy development.
- **Student and family partnerships:** We must build strong partnerships with our students and families, grounded in mutual trust and respect, with the shared goal of supporting student learning.
- **Foundational and sustaining professional development:** If we expect all teachers to implement the practices described above, we must support them with foundational and ongoing training that is high quality, differentiated, and whenever possible, led by their peers.
- **Aligned curriculum:** Similarly, as we adopt new curriculum materials for ELA and other subject areas, we must consider both rigor (alignment with the demands of college and career as well as student aspirations for their future; resources for supporting language development) and relevance (alignment with the identities, cultures, experiences, and interests of our students).

Appendix B: High School ELA Curriculum Adoption Committee Agendas

11/18/21 High School Curriculum Adoption Meeting

Outcomes:

- Understand our role as a Curriculum Adoption Committee
- Share process and learning so far
- Draft criteria for evaluating curricular materials

4:00 LH	Check-in <ul style="list-style-type: none"> ● Chat: <ul style="list-style-type: none"> ○ Name and site/role ○ A value you bring to the curriculum adoption process ● Small groups 	
4:15 LH	Why HS ELA Curriculum Adoption? <ul style="list-style-type: none"> ● Rationale 	Slides
4:25 JB	What we've learned so far <ul style="list-style-type: none"> ● School Engagements <ul style="list-style-type: none"> ○ Meetings ○ Survey Data ● Student Engagements ● What's important to our stakeholders? <ul style="list-style-type: none"> ○ Teachers ○ Students ○ Families 	Themes from Teacher Survey
4:45 JB	Identifying our Criteria <ul style="list-style-type: none"> ● What do we notice about past curriculum adoption rubrics? <ul style="list-style-type: none"> ○ K-5 ELA ○ 6-8 ELA ○ HS Math ● Categories for HS ELA Adoption <ul style="list-style-type: none"> ○ High Expectations & High Support ○ Culturally Responsive Content & Pedagogy ○ Skillful Language & Literacy Instruction ○ Usability of Materials 	HS Copy of Generic Evaluation Tool - Local Review Criteria
5:05 LH	Breakout Groups: <ul style="list-style-type: none"> ● Individually: <ul style="list-style-type: none"> ○ Brainstorm criteria you want to see as part of the process on Jamboard Post-its ● Group Discussion: <ul style="list-style-type: none"> ○ Group like ideas ○ "Name" each group — What is this criteria? 	Themes from Teacher Survey Jamboard K-5 ELA Criteria 6-8 ELA Criteria HS Math Criteria
5:40 LH	Report Out	
5:50	Closure / Next Steps:	Feedback Form

12/2/21 High School Curriculum Adoption Meeting

Outcomes:

- Narrow the selection of curricula that we are considering
- Draft criteria for evaluating curricular materials

4:00 LH	Check-in / Outcomes & Agenda <ul style="list-style-type: none"> ● Chat: <ul style="list-style-type: none"> ○ Name and site/role ○ A way you rejuvenated over the break ● Outcomes and Agenda 	Slides
4:15 LH	Process so far <ul style="list-style-type: none"> ● Rationale for curriculum adoption ● Summarizing Engagement Data ● Drafting criteria 	Link to GIVE Student Survey Themes from Teacher Survey
4:25 JB	Narrowing the field of curricula <ul style="list-style-type: none"> ● Started with a list of 15 curricula ● First Level Review ● Would like to propose removing 5 ● Thumb check 	HS ELA Curriculum Stage 1 Review
5:00 LH	Looking at Draft Criteria <ul style="list-style-type: none"> ● Breakout groups to revise each category <ul style="list-style-type: none"> ○ Based on what we've heard from stakeholders, are these the right bolded criteria? ○ Do the sub-bullets name the most important elements of bolded criteria for us to look for in curricula? ● Window for additional comments/suggestions: 12/2-12/10 	Original Jamboard "Sandbox" Jamboard Draft Rubric
5:50 JB	Closure / Next Steps:	Feedback Form

12/16/21 High School Curriculum Adoption Meeting

Outcomes:

- Understand the process for the Level 2 Curriculum Review
- Apply the Level 2 Curriculum Review process to one ELA curriculum.

4:00 LH	Check-in / Outcomes & Agenda <ul style="list-style-type: none"> • Chat: <ul style="list-style-type: none"> ○ Name and site/role ○ Something fun you plan to do over break • Outcomes and Agenda 	Slides
4:10 LH	Work so far <ul style="list-style-type: none"> • Rationale for curriculum adoption • Drafting criteria • Narrowing curriculum selections • Criteria for 9-12 ELA Curriculum Materials 	HS ELA Curriculum Stage 1 Review Revised Criteria for 9-12 ELA Curriculum Materials
4:25 JB	About the Stage 2 Review <ul style="list-style-type: none"> • More Detailed • Recording Evidence / Rating Scale • Highlighting criteria for which you saw no evidence 	2nd Level Review Form
4:30 LH	Stage 2 Review: Fishtank ELA <ul style="list-style-type: none"> • Step 1: Curriculum Design (15) <ul style="list-style-type: none"> ○ Review Materials ○ Discuss • Step 2: Course Level (20) <ul style="list-style-type: none"> ○ Review Materials ○ Breakout Room Discussion • Step 3: Unit Level (20) <ul style="list-style-type: none"> ○ Review Materials ○ Breakout Room Discussion • Step 4: Lesson Level (independently) 	Fishtank ELA Materials 2nd Level Review Form (Make copy)
5:35 JB	Debrief <ul style="list-style-type: none"> • What was it like to use the rubric? • Are there any small changes that could improve the process? 	
5:50 JB	Closure / Next Steps: <ul style="list-style-type: none"> • All committee members review 2 curricula by 1/18/21 	Materials Review List Feedback Form

1/6/22 High School Curriculum Adoption Meeting

Outcomes:

- Understand the process for the Level 2 Curriculum Review
- Apply the Level 2 Curriculum Review process to one ELA curriculum.

4:00 LH	Check-in / Outcomes & Agenda <ul style="list-style-type: none"> • Chat: <ul style="list-style-type: none"> ○ Name and site/role ○ A highlight of your break • Outcomes and Agenda 	Slides
4:10 JB	Work so far <ul style="list-style-type: none"> • Rationale for curriculum adoption • Drafting criteria • Narrowing curriculum selections • Criteria for 9-12 ELA Curriculum Materials 	HS ELA Curriculum Stage 1 Review Revised Criteria for 9-12 ELA Curriculum Materials
4:20 JB LH	About the Stage 2 Review <ul style="list-style-type: none"> • More Detailed • Recording Evidence / Rating Scale • Highlighting criteria for which you saw no evidence • Poll: Which category of the rubric do you feel least comfortable with? • Read through the criteria • Clarifying questions • What kinds of evidence might we look for? 	2nd Level Review Form
4:30 LH JB LH JB	Stage 2 Review: Springboard <ul style="list-style-type: none"> • Step 1: Curriculum Design (15) <ul style="list-style-type: none"> ○ Present Curriculum Design ○ Discuss • Step 2: Course Level (20) <ul style="list-style-type: none"> ○ Review Materials ○ Breakout Room Discussion • Step 3: Unit Level (20) <ul style="list-style-type: none"> ○ Review Materials ○ Breakout Room Discussion • Step 4: Lesson Level (independently) • Step 5: Identify ratings for each criteria <ul style="list-style-type: none"> ○ Review rubric ○ Breakout Room Discussion 	2nd Level Review Form (Make copy)
5:40 LH	Debrief <ul style="list-style-type: none"> • What was it like to use the rubric? • Are there any small changes that could improve the process? 	
5:50 JB	Closure / Next Steps: <ul style="list-style-type: none"> • All committee members review 2 curricula by 1/18/21 <ul style="list-style-type: none"> ○ RSVP 	Materials Review List Feedback Form

1/20/22 High School Curriculum Adoption Meeting

Outcomes:

- Determine curricula to move forward to the Level 3 Review
- Brainstorm around Level 3 Engagement

<p>4:00 JB</p>	<p>Check-in / Outcomes & Agenda</p> <ul style="list-style-type: none"> ● Chat: <ul style="list-style-type: none"> ○ Name and site/role ○ If your week was a book ● Outcomes and Agenda 	<p>Slides</p>
<p>4:10 JB</p>	<p>Work so far</p>	
<p>4:20 LH JB LH JB</p>	<p>Results of the Stage 2 Review</p> <ul style="list-style-type: none"> ● Results ● Proposals to narrow the field of curricula 	<p>Criteria for 9-12 ELA Curriculum Materials</p> <p>Level 2 Review Summary</p>
<p>5:15 JB</p>	<p>Preparing for Stage 3 Review</p> <ul style="list-style-type: none"> ● Components ● Brainstorm around key questions for engagement 	
<p>5:45 JB</p>	<p>Closure / Next Steps:</p> <ul style="list-style-type: none"> ● 	

2/3/22 High School Curriculum Adoption Meeting

Outcomes:

- Understand where we are in our curriculum selection process
- Begin all committee member review of 4 curricula still in consideration

4:00 JB	Check-in / Outcomes & Agenda <ul style="list-style-type: none"> • Something you are looking forward to 	Slides
4:10 JB	Work so far <ul style="list-style-type: none"> • Narrowing to 4 • Strengths & Weaknesses of each • Additional comments from committee members who reviewed 	Level 2 Ratings
4:25 LH	Process from Here <ul style="list-style-type: none"> • All members review all curricula • Give an overall rating in each area • Review feedback from stakeholders (teachers & families) • Ranked Choice voting 	
4:35 LH	Forming Sub-Committees <ul style="list-style-type: none"> • High Expectations with High Support • Culturally Relevant, Responsive, and Assets-Based • Skillful Language and Literacy Instruction <p>Review/Revise Focus Question for each area</p>	Focus Questions
4:50 JB	Identifying resources to answer the question <ul style="list-style-type: none"> • Which Level 2 Resources will you focus on? • What else will you want to look at to answer your question? (Please be as specific as possible) 	Top 4 Curricula Review Materials Jamboard Notes
5:20 LH	February Engagements <ul style="list-style-type: none"> • Teacher engagements • Family engagements • Principal engagements • Committee Meetings 	
5:30 JB	Closure / Next Steps:	

2/17/22 High School Curriculum Adoption Meeting

Outcomes:

- Understand where we are in our curriculum selection process
- Begin all committee member review of 4 curricula still in consideration

4:00 JB	Check-in / Outcomes & Agenda <ul style="list-style-type: none"> • Highlight of the week 	Slides
4:10 JB	Revised Process & Timeline	Level 2 Ratings
4:25 LH	Level 3 Review in Subcommittees <ul style="list-style-type: none"> • Process Review (10) • StudySync (30) • Fishtank ELA (30) 	Curriculum Materials Study Sync: <ul style="list-style-type: none"> • HEHS Notes • CRRAB Notes • SLL Notes Fishtank ELA: <ul style="list-style-type: none"> • HEHS Notes • CRRAB Notes • SLL Notes
5:30 LH	Reporting Out on Today's Work	
5:50 JB	Closure / Next Steps:	

3/3/22 High School Curriculum Adoption Meeting

Outcomes:

- Understand where we are in our curriculum selection process
- Continue subcommittee review of 4 curricula still in consideration

4:00 JB	Check-in / Outcomes & Agenda <ul style="list-style-type: none"> • What has March come in like ... 	Slides
4:10 JB	Revised Process & Timeline	Level 2 Ratings
4:25 LH	Level 3 Review in Subcommittees <ul style="list-style-type: none"> • Process Review (10) • Odell HSLP (30) • Springboard (30) 	Curriculum Materials Odell HSLP: <ul style="list-style-type: none"> • HEHS Notes • CRRAB Notes • SLL Notes Springboard: <ul style="list-style-type: none"> • HEHS Notes • CRRAB Notes • SLL Notes
5:35 LH	Reviewing Today's Work ...	
5:50 JB	Closure / Next Steps:	

3/17/22 High School Curriculum Adoption Meeting

Outcomes:

- Look at feedback so far from stakeholder engagements
- Synthesize subcommittee review of 4 curricula still in consideration

4:00 LH	Check-in / Outcomes & Agenda •	Slides
4:10 JB	Process Recap	
4:20 JB	Feedback from Stakeholders to Date	Link to Themes from Engagements
4:35 LH	<p>Synthesize Level 3 Review in Subcommittees</p> <ul style="list-style-type: none"> • Overall Strengths • Overall Gaps • “If we adopted this program, we would want to consider ...” <p>Level 3 Review Synthesis Notetaker</p>	<p>Curriculum Materials</p> <p>High Expectations, High Support</p> <ul style="list-style-type: none"> • Fishtank • Odell HSLP • Springboard • StudySync <p>Culturally Relevant, Responsive, and Assets-Based:</p> <ul style="list-style-type: none"> • Fishtank • Odell HSLP • Springboard • StudySync <p>Skillful Language & Literacy</p> <ul style="list-style-type: none"> • Fishtank • Odell HSLP • Springboard • StudySync
5:35 JB	Reviewing Today’s Work ...	
5:50 JB	Closure / Next Steps:	

4/21/22 High School Curriculum Adoption Meeting

Outcomes:

- Look at feedback from stakeholder engagements
- Consider & vote on a proposal for curriculum piloting in the fall
- Provide input on the piloting process

4:00 LH	Check-in / Outcomes & Agenda ●	Slides
4:10 JB	Process Recap	
4:20 JB	Level 3 Review Data <ul style="list-style-type: none"> ● Teacher Engagements <ul style="list-style-type: none"> ○ Quantitative ○ Qualitative ● Themes that were important to families <ul style="list-style-type: none"> ○ Engaging, relevant materials ○ Supportive of college-career readiness and critical thinking ● Committee Synthesis 	Link to Themes from Engagements Level 3 Review Synthesis
4:35 LH	Piloting Proposal <ul style="list-style-type: none"> ● Programs to pilot ● Reactions <ul style="list-style-type: none"> ○ What resonates? ○ What questions are coming up? ○ What do we need to consider? ● Temperature check 	
5:15	Pilot Planning <ul style="list-style-type: none"> ● Read Draft Information ● Comment with: Reactions? Revisions? Questions? ● What kinds of data should we be collecting in the piloting process? 	Draft 1-Pager & feedback
5:40 JB	Thinking toward Fall <ul style="list-style-type: none"> ● Expanding Committee Membership ● Committee work 	
5:50 JB	Closure / Next Steps: <ul style="list-style-type: none"> ● Feedback on committee work this year ● Appreciations 	

Appendix C - Level 1 Review Criteria and Ratings

Level 1 Review Criteria:

- Alignment to Common Core State Standards for English Language Arts
- Proportion of required texts by authors of color
- Curriculum attends to each of the Big Three at every grade level
 - Close reading of complex texts
 - Academic Discussion
 - Writing with Evidence

Level 1 Ratings

Program	Alignment to CCSS	Ratio of authors of color in required texts				Attends to Big Three	Notes
American Reading Company (ARC) Core (2017)	ER - Meets	1/5	2/5	1/5	1/5	Y	
Developing Core Literacy Proficiencies (2016)	ER - Meets	4/25	3/25	6/25	4/29	Y	Includes locally-selected texts as well
Expository Reading and Writing Curriculum (ERWC) (ongoing)	Y	1/1	2/2	4/8	1/6	Y	No plans to develop full 9th and 10th courses
Fishtank Plus ELA (2021)	Y	12/17	15/31	16/43*	11/26*	Y	
Foundations of Language & Lit; Advanced Language & Lit (2018)	ER - Partially	50/114 4/6 Anchor Texts				Y	
HMH Collections, Grades 9-12 (2017)	ER - Partially/ Does not meet		17/47				Only able to examine 10th grade
Holt McDougal Lit (2012)	ER - Partially/ Does not meet						Older edition; replaced by "Into Literature"
Into Literature (2020)	ER - Meets	11/31	15/35	23/55	7/48	P	
Mirrors & Windows: Connecting with Literature (2016)	ER - Partially	43/131	51/133	71/216	11/186	P	
myPerspectives, Grades 9-12	ER - Meets	21/44	18/42	15/43	7/46	Y	
Odell Education High School Literacy Program (2020)	ER - Meets	8/32	8/15	18/45	12/31	Y	
Path to College & Career ELA (2015)	ER - Meets	3/11	7/18	5/12	5/10	Y	
Springboard (2021)	ER - Meets	3/5	2/4	1/6	1/4	Y	
StudySync ELA (2021)	ER - Meets	31/67	37/66	37/70	35/69	Y	
Summit Learning	Y	43/93	15/19	13/30	8/16	Y	

Note: Rating for Standards alignment with an "ER" refer to EdReports ratings, an organization that does independent reviews of curricula. Other curricula were rated based on internal review.

Appendix D - Level 2 Review Criteria and Ratings

Rate each criteria on a four-point scale:

1 – No evidence of criteria

2 – Evidence of only some criteria descriptors

3 – Evidence of more than half of criteria descriptors

4 – Evidence of all criteria descriptors

Category	Criteria	Notes/Rating
<p>High Expectations with High Support</p>	<ol style="list-style-type: none"> 1. Explicitly aligned to the Common Core State Standards for ELA <ol style="list-style-type: none"> a. Vertical alignment that builds in complexity towards college-level work and Capstone b. Standards-aligned rubrics, tasks, and practices c. Opportunities to analyze, critique, argue d. Opportunities for discussion of complex text 2. Appropriate variety of rich, complex texts, including: <ol style="list-style-type: none"> a. Opportunities for interdisciplinary, real-world connections b. Balance of fiction and non-fiction c. Inclusion of text beyond the written word 3. Standards-aligned assessments at both a formative and summative level. <ol style="list-style-type: none"> a. Opportunities to check for student understanding throughout lessons b. Daily formative assessments that can help inform instruction c. A variety of culturally-responsive assessment types, for example: self-assessment and reflection, collaborative assessments, performance tasks, discussion-based assessments 4. Scaffolds built into the curriculum support students throughout the learning process <ol style="list-style-type: none"> a. Note catchers, graphic organizers, and other tools to help students make meaning b. Large projects include checkpoints along the way 5. Differentiated supports integrated in the core curriculum, including: <ol style="list-style-type: none"> a. Guidance for students requiring substantial support to access grade-level text, including those with foundational skills gaps b. Guidance for supporting students with IEPs, in general ed or SDC classrooms c. Guidance for supporting ELLs, including LTELs and newcomer students 	

<p>Culturally Relevant, Responsive, and Asset-Based</p>	<ol style="list-style-type: none"> 1. Selection of culturally-diverse texts that reflect and engage Oakland's diverse populations, including: <ol style="list-style-type: none"> a. Majority of texts (both required and optional) by authors of color b. Empowering narratives that give agency to marginalized groups and resist stereotypes c. Complex notions of culture that see student identity in contemporary and complex ways re: intersectionality, and allowing students to use language to explore the multiple sides of themselves 2. Curriculum situates topics and texts within the socio-political context <ol style="list-style-type: none"> a. Opportunities for civic engagement b. Social justice lens c. Connections to current issues relevant to Oakland communities, and opportunities to localize 3. Takes an asset-based approach to both home culture and language and youth culture by engaging with multiple literacies <ol style="list-style-type: none"> a. Media tools and technology that support development of literacy skills b. Development of media literacy c. Acknowledging and leveraging multiple literacies within cultural communities 4. Pedagogy is student-centered and assets-based <ol style="list-style-type: none"> a. Students and families as teachers and facilitators b. Explicit about <i>why</i> behind each lesson/unit is relevant/useful to students c. Provides opportunities for students to develop their own story and agency 	
<p>Skillful Language and Literacy Instruction</p>	<ol style="list-style-type: none"> 1. Curriculum includes before, during and after reading routines to build student comprehension of complex text <ol style="list-style-type: none"> a. Building background knowledge and schema around content and language needed to fully access text b. Close reading to build student understanding of complex text c. Rich and rigorous text-dependent questions at a variety of DOK levels d. Use of topical text sets to build knowledge 2. Use of Academic Discussion <ol style="list-style-type: none"> a. Clear approach to student talk and discussion (for example: conversation cues, socratic 	

	<p>seminars, talk routines)</p> <ul style="list-style-type: none">b. Regular opportunities for student discussion to make meaning of text and prepare students for writingc. Opportunities for students to fortify their output through elaboration, clarification and/or strengthening ideas <p>3. Writing grounded in complex text</p> <ul style="list-style-type: none">a. Many opportunities to write, both in shorter and longer durations, to build stamina and skill over timeb. Attention to the different genres of writing, including the approach to both reading and writing themc. Use of mentor text and explicit instruction around organizational and language features appropriate to task, genre, audience and purposed. Attention to the entire writing process, including revision <p>4. Attention to language use</p> <ul style="list-style-type: none">a. Alignment to CCSS ELA Language and California ELD standardsb. Explicitly names academic language students may need support with, or that is key for text access and/or preparing students for writing tasksc. Attention to language at the word, sentence, and discourse leveld. Guidance for unpacking academic languagee. Vocabulary structures & routines <p>5. Designated ELD Component</p> <ul style="list-style-type: none">a. Designated ELD materials connected to ELA content and support development of language needed for ELA tasks (i.e. written products)b. Aligned to ELD standardsc. Opportunities to develop in the 4 domains: Reading, writing, listening and speakingd. Contextualized and purposeful language activitiese. Differentiation for a variety for students at a wide range of proficiency levels	
--	--	--

<p>Curriculum Design, Usability, and Flexibility</p>	<ol style="list-style-type: none"> 1. Overarching design includes: <ol style="list-style-type: none"> a. Essential questions b. Daily learning targets/objectives with explicit alignment to CCSS standards c. Cohesive system of assessments that focuses on standards mastery 2. Teacher Resources include: <ol style="list-style-type: none"> a. Clear vertically-aligned expectations for students at each grade level b. Student-friendly rubrics c. Detailed explanations of how to introduce and facilitate protocols and routines used in the curriculum d. Additional resource lists provide suggestions for teachers to extend and scaffold learning 3. Curriculum is easy to access and use <ol style="list-style-type: none"> a. Organization of curriculum is presented in visual and accessible ways, both in print and online b. Includes at-a-glance lesson plans c. Available in print and online 4. Lesson plans are helpful and easy to follow <ol style="list-style-type: none"> a. Suggestions for scaffolding for English learners and students with disabilities are easy to find within the lessons b. Additional curricular resources are easy to find c. Available in print and online 5. Curriculum offers points of flexibility, which may include: <ol style="list-style-type: none"> a. Places for teacher choice of text b. Framework for instruction that could be applied to different topics/texts 6. Materials are visually well-organized and inviting to students 	
---	--	--

Level 2 Curriculum Ratings

Note: All curricula were reviewed by at least three different committee members. The scores displayed below represent the averages of all scorer's ratings in each category.

Curriculum	High Expectations with High Support	Culturally Relevant, Responsive, and Asset Based	Skillful Language and Literacy Instruction	Curriculum Design, Usability, and Flexibility	Total
Developing Core Literacy Proficiencies (2016)	3.3	1.8	2.5	2.0	9.6
ERWC	3.3	2.3	3.1	2.3	11.0
Fishtank ELA (2020-21)	2.7	3.0	2.6	3.0	11.3
myPerspectives, Grades 9-12	3.1	1.8	2.7	2.7	10.2
High School Literacy Program (Odell) (2020)	3.4	2.0	3.0	2.9	11.3
Path to College & Career ELA (2015)	3.0	2.3	3.2	2.6	11.0
Springboard (2021)	3.4	2.4	3.2	3.2	12.2
StudySync ELA (2021)	3.6	2.4	3.3	3.2	12.5
Summit	3.0	3.4	2.7	2.6	11.7

Appendix E - Level 3 Review Criteria and Notes

High Expectations with High Support

How well would this curriculum provide differentiated support for all students to be successful on challenging tasks?

	Strengths	Gaps	If we were to adopt this curriculum, we would want to consider ...
Fishtank ELA	<ul style="list-style-type: none"> • Very culturally relevant. • Engaging materials • Backwards Planned 	<ul style="list-style-type: none"> • Paper-based (Impacts accessibility for students that use Google Read Write) • No clear indication of embedded scaffolds. 	<ul style="list-style-type: none"> • When will 11th and 12th grades be revised? • Will there be scaffolds and supports that we can pair with the curriculum? This would be fantastic if this option was available.
Odell High School Literacy Program	<ul style="list-style-type: none"> • Flexibility in implementation • Tools and graphic organizers to support • Good vocabulary support and reference guides from previous lessons • Teaching notes for support in differentiation 	<ul style="list-style-type: none"> • Little support for students with foundational skill gaps • Few ways to assess student growth • Lessons had many activities which could be overwhelming to students and impact transitions 	<ul style="list-style-type: none"> • What is the time frame for each part of this curriculum? How long would the learning curve be?
Springboard	<ul style="list-style-type: none"> • Has a foundational skills workshop that is separate from the core curriculum, there are also foundational skills supports that can be implemented into lessons. • ELD components can be taught as separate class or woven into the ELA curriculum. 	<ul style="list-style-type: none"> • The platform itself is a bit clunky and the E-Book seems like the preferred means of engagement. 	<ul style="list-style-type: none"> • Does this curriculum assume consistent internet access/tech for students at home? • Are workbooks still engaging kids?
StudySync ELA	<ul style="list-style-type: none"> • Built in supports (ELD, lexile levels, modifications) • Inclusive sections that would support remote instruction • Supports both digital and print options for all materials • Diagnostic reading assessment 	<ul style="list-style-type: none"> • Scaffolds only seem to be in the core curriculum, not all additional 	<ul style="list-style-type: none"> • Will teachers use all of the features that are built in? • Does this curriculum assume consistent internet access/tech for students at home? • Given so many texts and units that are available within the platform, how do we ensure a coherent program across schools?

Culturally Relevant, Responsive, and Assets-Based

How well would this curriculum engage OUSD high school students and help strengthen their sense of identity, belonging, agency, and power?

	Strengths	Gaps	If we were to adopt this curriculum, we would want to consider ...
Fishtank ELA	<ul style="list-style-type: none"> Themes, essential questions, and texts touch on issues that are contemporary and relevant Text topics and authorship span multiple racial identities, and touch on gender, sexuality, disability Assessments span written, oral, collaborative, individual, and project-based 	<ul style="list-style-type: none"> At lesson level, students have few opportunities to make connections to their own lives/ identities Are unit assessments/daily learning experiences varied enough to reflect students' multiple assets and learning styles? Some topics may feel too heavy. Is there room for more joy? 	<ul style="list-style-type: none"> How are we supporting teachers to navigate the very complex, heavy topics addressed in the curriculum, and infuse some joy? How can we modify daily and unit-level learning experiences to create more room for connections to students' experiences and assets?
Odell High School Literacy Program	<ul style="list-style-type: none"> Some contemporary and historical texts by authors of color, particularly Black authors Many opportunities for student choice/interest in research units and development units Topics and themes encourage interdisciplinary connections, explorations of texts across media 	<ul style="list-style-type: none"> Representation of Latinx, API, Indigenous, LGBTQ, and disabled voices is limited Even units with relevant themes often lack a racial justice lens Emphasis on nonfiction leaves little room for fiction, poetry, etc. 	<ul style="list-style-type: none"> Could some unit questions be modified to reflect a stronger lens on race/power? Could we supplement with texts by a more diverse authorship/ across other genres?
Springboard	<ul style="list-style-type: none"> The 10th grade course offers a much more diverse range of texts and stronger focus on identity, culture, and criticality compared to other grades. Broad range of genres and media 	<ul style="list-style-type: none"> Lots of white authors/pieces from "the canon" across units and grade levels - representation of Latinx, API, Indigenous, LGBTQ, and disabled voices is limited Format of materials feels outdated 	<ul style="list-style-type: none"> Could we supplement with texts by a more diverse authorship? Could we break free of the student workbooks to allow for more engaging learning experiences?
StudySync ELA	<ul style="list-style-type: none"> Lots of text options, many are promising from a representation standpoint Varied student activities, prompts, and reflection opportunities 	<ul style="list-style-type: none"> Texts and themes are less contemporary, often seeming "color-blind" or apolitical. Texts about people of color frequently focus on struggle. 	<ul style="list-style-type: none"> Given the many options within each unit, and in the library of texts, how do we ensure students get access to texts that will support students' sense of identity, belonging, agency and power?

Skillful Language & Literacy Instruction

Does the curriculum include strong reading strategies to support English language & literacy development?

	Strengths	Gaps	If we were to adopt this curriculum, we would want to consider ...
Fishtank ELA	<ul style="list-style-type: none"> • Attention to vocabulary and language choice • Performance tasks and discussion tie into collaborative project • Backwards planned - for students as well. Starting with how you're going to be assessed 	<ul style="list-style-type: none"> • Building of background knowledge and schema • Reading quizzes - require teachers to come up with the questions • No ELD component • Scaffold supports for students 	<ul style="list-style-type: none"> • Is this curriculum tested enough? • Do they have the capacity to support a large district? • What strategies are used (e.g. Socratic Seminar) that we would need to provide PL around?
Odell High School Literacy Program	<ul style="list-style-type: none"> • Higher order skills in discussion and writing assignments • Backwards planned to a culminating task • Strong discussion component with tools for academic discussion • Uses mentor sentences • Strong rubrics 	<ul style="list-style-type: none"> • No ELD component • Tools don't always have student-friendly language 	<ul style="list-style-type: none"> • What kind of professional learning would teachers need to know how to structure the components (academic discussion, Socratic seminars, etc.)
Springboard	<ul style="list-style-type: none"> • ELD program - could be used as support or in a separate class • Strong text analysis included • Backwards planned to a culminating task • Thorough - language, spelling, grammar, comprehension • Clear rubrics 	<ul style="list-style-type: none"> • Platform felt clunky • Differentiated instruction isn't embedded in the lesson 	<ul style="list-style-type: none"> • Teacher buy-in given their initial reactions • There is a lot in the platform – do we have equitable access? • PL around differentiated instruction
StudySync ELA	<ul style="list-style-type: none"> • Connected ELD lessons for core curriculum • Translations, ability to read texts aloud • High level of text-analysis, not just general complexity 	<ul style="list-style-type: none"> • Writing component not as strong - final projects not as rigorous as other pieces • Assessment highly dependent on standardized-type tasks 	<ul style="list-style-type: none"> • There are so many resources – how could we align around which components to focus on • There is a lot on the platform – do we have equitable access? • It's expensive – would teachers really use the platform?

Appendix F - Community Events

Governing Board Engagement – HS ELA Curriculum Adoption September 30, 2021

Time	Agenda Item
10 min	Opening: <ul style="list-style-type: none">• What do you hope your high school education will prepare you for?• What is an experience you've had in English class that you think prepared you for life after high school (whether college or something else)? What about the experience prepared you?• Share Out
10 min	Big Picture (10 min) <ul style="list-style-type: none">• Why an ELA Adoption? Why now?• What do we mean by "curriculum"?• Overall Process• Student Engagement• Questions
15 min	Priorities: <ul style="list-style-type: none">• What is most important to you in a high school ELA curriculum?<ul style="list-style-type: none">○ Individual processing○ Group Discussion
10 min	Next Steps: <ul style="list-style-type: none">• Student Surveys• Leadership Classes• Review of Materials

Family Engagement Session – HS ELA Curriculum Adoption

March 28, 2022

[Slides](#)

- Lizzie Humphries, Secondary Literacy Coordinator, Linked Learning Office
- Jeannie Bruland, Secondary Literacy Coordinator, Academics & Instruction
- Lailan Huen, Anti-Racist Learning Coordinator, Office of Equity
- Jamal Muhammad, Office of Equity
- Nicole Wiggins, Family Engagement Specialist, Office of Equity

Time	Agenda Item
10 min	Operations <ul style="list-style-type: none">• Setting up Translation Rooms
10 min	Welcome and Opening <ul style="list-style-type: none">• Introductions• Outcomes and Agenda• Why a New ELA Curriculum?• Process
15 min	Community-Building in Breakout Groups <ul style="list-style-type: none">• What are your hopes and dreams for your child's English classes in high school?
5 min	Content of High School English Language Arts <ul style="list-style-type: none">• Common Core State Standards<ul style="list-style-type: none">○ Reading and Analyzing Complex Texts○ Making arguments and supporting them with evidence○ Presenting ideas clearly in multiple forms and for different audiences
10 min	Curricula Under Consideration <ul style="list-style-type: none">• Four Curricula under Consideration. All four programs:<ul style="list-style-type: none">○ Are designed to prepare students for college and career○ Are aligned to California English Language Arts (ELA) standards○ Include:<ul style="list-style-type: none">■ Rich and challenging texts■ Both full-length books and shorter texts, in multiple genres■ At least one-third texts by authors of color■ Opportunities to read, discuss, and write about texts• Introduction to Breakout Groups
20 min	Breakout Groups <ul style="list-style-type: none">• Review Slide about Curriculum<ul style="list-style-type: none">○ Strengths and Weaknesses○ Example unit from each grade level• Share with your group:<ul style="list-style-type: none">○ What did you see that excited you? What connects to your hopes and dreams?○ What questions or concerns came up?• Report Out
10 min	Closing <ul style="list-style-type: none">• Feedback Form

Appendix G - Curriculum Pilot Participation

School	Piloters	Programs
Castlemont	Auset Johnson & Alana Gordon-Brown Dionne Embry & Rosalva Gaetta Daisy Coleman & Carlos Tapia-Garcia Glen Ryan Alejandro Vicky Stoneham Michelle O'Neill	Odell, StudySync, Fishtank
Dewey	Chad Burr Alea Luken	StudySync, Fishtank
Fremont	Ji Lee Fatima Salahuddin Leonardo Gonzalez Jessica Villanueva	Fishtank, Odell
LIFE	Jack Jue Asha Nidumolu	Fishtank, Odell
McClymonds	Jacqueline Hutton Adetokunbo Fajemirokun Saba Saeed LuPaulette Taylor	Fishtank, Odell, StudySync
Oakland High	Jesus Medina Amy Benner Jenny Clark Rosa Cheung	Fishtank, Odell, StudySync
Oakland Tech	Timothy Broderick Jennifer Borens	StudySync, Odell
Rudsdale	Julian Felix Jonathan Rice	Odell, Fishtank

Appendix H - Curriculum Pilot: Professional Learning Agendas

High School ELA Curriculum Pilot Orientation and Training

July 18-20

[Slide deck](#)

July 18, 10 a.m.-12 p.m.

Time	Agenda Item	Resources
10:00-10:10	Introductions and Warm Opener	
10:10-10:25	<p>Connector (10 min)</p> <ul style="list-style-type: none"> ● Breakouts of 3-4 ● Share site & role ● An instructional practice, strategy or assignment you tried last year that you were excited by ● Based on this connector, identify a value you all share in your teaching <p>Group share out (5)</p>	
10:25-10:45	<p>Context Building:</p> <ul style="list-style-type: none"> ● Training overview ● Why a curriculum adoption ● Process <ul style="list-style-type: none"> ○ How we got to the piloting stage ○ Piloting Process ○ Post Curriculum Selection <ul style="list-style-type: none"> ■ Cross-stakeholder group to look at implementation across the district ■ Multi-phase roll-out ■ Focus on Professional Learning and support 	SLIDE: 5-16
10:45-11:05	<p>Pilot Process</p> <ul style="list-style-type: none"> ● Chat/Come off mute: What can we learn from piloting materials that we can't learn any other way? ● Piloting process <ul style="list-style-type: none"> ○ Full pilot <ul style="list-style-type: none"> ■ 2 curricula ■ Teach full first unit in class ■ Optional mid-pilot session ■ End of pilot feedback ○ Half pilot <ul style="list-style-type: none"> ■ 1 curricula; another teacher at site does a second ■ Teach full first unit ■ Optional mid-pilot session ■ End of pilot feedback ○ Using materials in the way intended as much as 	<p>SLIDE: 17-21</p> <p>Live Q&A Doc</p> <ul style="list-style-type: none"> ●

	<p>possible</p> <ul style="list-style-type: none"> • Data collection, examples • Compensation <p>Q&A</p>	
11:05-11:50	<p>Previewing the Curricula (10)</p> <ul style="list-style-type: none"> • Pair-Share: Review the committee-identified strengths and gaps on Slide 22. Based on what you see, is there a particular program that is piquing your interest? • Fishtank special considerations - Grades 10-12 will pilot grade 10 materials <p>Grade-level breakouts</p> <ul style="list-style-type: none"> • Look at the overview for the first unit in each program. Discuss/Add to Jamboard: <ul style="list-style-type: none"> ○ What did you notice about the content? ○ What is this unit asking of students? ○ What questions are coming up for you? <p>Share out/review jamboard responses</p>	<p>SLIDE 22-24</p> <p>Jamboard</p> <p>Fishtank G9U1 Fishtank G10U1 11 & 12 use G10U1</p> <p>HSLP G9 HSLP G10 HSLP G11 HSLP G12</p> <p>StudySync G9 StudySync G10 StudySync G11 StudySync G12</p>
11:50-12:00	<p>Preview of the next few Days</p> <ul style="list-style-type: none"> • Professional Learning from each curriculum provider <ul style="list-style-type: none"> ○ Check for an email from Fishtank and set up your account! • Coming back together as a group on Weds: <ul style="list-style-type: none"> ○ Thinking about the pilot process ○ Sharing curriculum piloting preferences 	

July 18, 1-3pm

Fishtank Training Resources:

- 📄 Orientation to Fishtank ELA HS (2).pdf
- 📄 Intellectually Preparing a HS Unit (4).pdf

July 19 10am-12pm

Time	Agenda Item	Resources
10:00-10:10	<p>Warm up/ connector</p> <p><i>What has been your experience with supporting students to do research? What benefits and challenges come up?</i></p> <p>Review - Odell strengths and gaps</p>	Slide 30
10:10-	Big Picture: How is the Odell HSLP	📄 HSLP_programguide.pdf

10:30	<p>Designed? Guiding Principles/Research Focus Course-level organization and flexibility</p> <p>Explore/react:</p> <ul style="list-style-type: none"> • Course at a glance for grades 9-12 <p>Literacy Toolkit</p> <p>Explore/react</p> <ul style="list-style-type: none"> • Example literacy tools • Literacy Toolkit Reference Guide 	<p>“Unit Types” p. 9-10</p> <p>HSLP Graphic Organizer p. 1</p> <p>Courses at a Glance</p> <ul style="list-style-type: none"> ■ HSLP 9th grade course.pdf ■ HSLP 10th.pdf ■ HSLP 11th .pdf ■ HSLP 12th.pdf <p>Literacy Toolkit <i>Sample Tools:</i></p> <ul style="list-style-type: none"> ☰ Copy of Organizing Evidence T... ☰ Copy of Mentor Sentence Jour... <p><i>Reference Guide</i></p> <ul style="list-style-type: none"> ■ HSLP Literacy Toolbox Refere... <p>Direct link to toolkit (accessible once you set up a login)</p>
10:30-10:50	<p>Access the site Set up free logins for the Odell site Practice navigating to key resources</p>	<p>https://ela.odelleducation.com/</p>
10:50-11:05	<p>Unit Level Sections, Section Diagnostics, Assessments, Lessons</p>	<p>On website</p> <p>HSLP Graphic Organizer p. 2</p> <p>Sample evaluation Plan: G10 Henrietta Lacks Unit</p>
11:05-11:10	<p>Break</p>	
11:10-11:50	<p>Exploring the pilot unit:</p> <p>Grade level breakouts Open the foundation unit for your grade level, explore and discuss together</p> <p>Share out by grade level</p>	<p>On website</p> <p>HSLP Graphic Organizer p. 2</p>
11:50-12:00	<p>Closing/Debrief</p> <p>Preview Flexible Office hours - themed breakout rooms</p> <ul style="list-style-type: none"> • Team meetings • Co-teacher planning - IEP Support • 1:1 support from Jeannie, Lizzie, or Michelle • Independent work/quiet room 	

	Chat: Which option you think would be most helpful to you	
--	---	--

July 19 1-3pm

Flexible Office Hours for Pilot Planning

July 20 10am-12pm

StudySync Training with Curriculum Publishers

July 20 1-3pm

Time	Agenda Item	Resources
1:00-1:10	Welcome back & temperature check Chat one word to describe how you're feeling after our 3 publisher trainings	
1:10-1:35	Processing: 3 Rounds of Pair-Shares (4 min pair, 3 min share) Mix up pairs each round! <ul style="list-style-type: none"> • Round 1: What surprised you as you learned about the curricula? • Round 2: What challenged you to think in new or different ways? • Round 3: What was something that excited you? 	
1:35-1:50	Add to strengths/gaps Reground in piloting expectations Q&A Lingering Questions & Concerns (chat/off mute)	Live Q&A Doc
1:50-2:20	Planning: How is this going to fit into your semester? Unpacking unit pacing and CALENDARING with a fall semester calendar	Fall Semester 2022-23 Calendar
2:20-2:35	Piloting Commitments Survey <i>Open self-chosen breakout rooms so members of site teams can discuss as needed.</i>	Piloting Commitments Survey
2:35	Closing Review Next Steps Appreciation/Connections Web	

HS ELA Pilot Adoption Committee

THURSDAY, Sept 29, 2022

[Slides](#)

Time	What are we doing?	Who
4:00	<p>Welcome</p> <p>Shared opening</p> <ul style="list-style-type: none"> ● (5) Chat share: scale of cat how are you feeling? ● (10) Small group share: What's a hope you have for the curriculum adoption? ● (5) Review the overall purpose of the adoption and the timeline ● (5) Explicitly name roles for piloters/non-piloting members (listeners, note-takers) 	Espino
4:25	<p>Curriculum-alike breakout: Go to the curriculum where you've spent the bulk of your time so far this year.</p> <p>Notetaker</p> <p>(3) Group roles and process</p> <p>(5) round of intros - name, piloter/non-piloter & role, where are you in the pilot process? (just starting this curriculum, x weeks in, done with a unit)</p> <p>(10-15) Piloting teachers contribute to shared padlet while other committee members review the unit materials</p> <ul style="list-style-type: none"> ● Student work artifacts - what did you notice in the student work? ● How did the curriculum support reading, writing and academic discussion? ● Where did students struggle? ● Strengths of the curriculum ● Challenges with the curriculum <p>(5) Read what others wrote & chat share:</p> <ul style="list-style-type: none"> ● What themes and patterns did you notice? ● Where did our experiences differ? ● What should the next set of piloters consider as they try this program? (resources, unanswered questions, things that supported you) ● What questions come up for you? <p>(20) Group discussion: What have we learned about X program through this first round of piloting?</p> <p>(5) Add to a slide (Themes/patterns, differences, next set of piloters)</p> <p>Slides - skip to 11, 12, or 13</p>	Lizzie- Odell Jeannie- StudySync Espino- Fishtank
5:15	(30) Sharing across curricula with Q&A	Lizzie

	<ul style="list-style-type: none"> • 3 rounds, 5 min presentations with 5 mins of Q&A 	
5:45	(15) Shared Closing <ul style="list-style-type: none"> • Classroom visits • Preview teacher/student survey • Add resources to a shared doc to get extra \$ • Feedback on the meeting 	Espino & Lizzie
6:00	Close: Next meeting is THURSDAY, October 27th 4pm-6pm (piloting teachers)	

HS ELA Pilot Adoption Committee

THURSDAY, Oct 27, 2022

[Slides](#)

Time	What are we doing?	Who
4:00	Welcome Shared opening <ul style="list-style-type: none"> • (5) Chat share: scale of Jack-o-Lantern how are you doing? • (5) Pairs: What assessment are you giving to close out curriculum 1 and what are you hoping to see from your students? If you already completed curriculum 1 assessment what did students have to demonstrate & what were the results? • (5) Review Goals & Agenda • (5) Shared framing for the work ahead of us this evening. <i>(Slide 6 & 7)</i> 	Espino & Lizzie
4:20	(30) Menu of Options: Select the breakout room where you need the most support <ol style="list-style-type: none"> Figuring out how to wrap up current curriculum - calendar Mapping out my next curriculum - calendar StudySync Support with Lynn General support <p>(Plus additional flexible breakout rooms to use as needed)</p>	Lynn - StudySync Espino- Wrapping up unit Lizzie - Mapping my next unit. Jeannie - General
4:50	(5) BREAK TIME	
4:55	(15) Collecting student feedback: <ol style="list-style-type: none"> Preview Surveys <ol style="list-style-type: none"> Student Survey <ol style="list-style-type: none"> 1. Chat: What do you notice? How long might you need to offer students during class to complete this? 	Espino

	<ul style="list-style-type: none"> • (5) Chat Check In: What do you want students to get out of their high school ELA education? What would you be excited to see them doing or saying in ELA classes? • (5) Framing: Agenda & Objectives 	
4:10	<p>Surveys:</p> <ul style="list-style-type: none"> • (10) Teacher Survey <ul style="list-style-type: none"> ○ Take a few moments to fill out the Teacher Survey for the curriculum that you have already completed or are about to complete. 	Espino
4:20	(5) Framing	Lizzie
4:25	<p>(45) Reviewing student data & feedback:</p> <p>Data: (ROUNDS 15 min)</p> <p>(8) Look at data</p> <ol style="list-style-type: none"> 1. Student Work: Revisiting the 2nd Weds presentations and artifacts (see student work linked on teacher’s slides) Additional student work from piloting classrooms (add 2. Classroom videos 3. Survey data <p>(7) Discuss with group breakout group and fill out Data Notes Organizer: (see / think / wonder)</p> <p>Prompts:</p> <ul style="list-style-type: none"> • What did you see students doing, saying, writing? (student work & videos) • What skills are students using to make meaning of text? • What did you notice about students’ survey feedback about each of the programs? What are quantitative patterns? What qualitative feedback did students offer? 	Espino
5:10	<p>(20) Processing: Small group, whole group:</p> <p>(10) Small groups</p> <p>(10) Whole group</p> <ol style="list-style-type: none"> 1. Based on the student data, where are we seeing promising examples that reflect the vision you named in the warm up? Where are we seeing practices that might support individual teachers or departments to stretch and grow in our capacity to reach our vision for students ELA education in high school? 2. Looking at the “wonder” section, what should we prioritize between now and December? What other data do we want to explore to inform our deliberation? 	Lizzie
5:30	<p>(15) What should we prioritize for December?</p> <ol style="list-style-type: none"> 1. Looking at the “wonder” section, what should we prioritize between now and December? What other data do we want to explore to inform our deliberation? 	Lizzie

	2. How can piloting teachers support with some of the data collection? Empathy interview prompts?	
5:45	(5) Feedback on the deliberation format: <ul style="list-style-type: none"> • Virtual vs. in person • After school vs. release during school day 	Espino
5:50	(10) Closing Please have students complete surveys for BOTH curriculums by Friday, December 9th. Next Meetings: <ul style="list-style-type: none"> • Thursday, Dec 8th - Deliberation (Round 1) • Wednesday, Dec 14th - ELA Teacher 2nd Wednesday PD • Thursday, January 19, 2023 - Deliberation (Final Round) 	Espino

HS ELA Pilot Adoption Committee

THURSDAY, December 8, 2022

Time	What are we doing?	Who
4:00	Welcome Shared opening <ul style="list-style-type: none"> • (5) Chat Check In: How have you grown in your practice this semester? • What are you hoping a new curriculum will push or support you to do next? <ul style="list-style-type: none"> ○ (5) Agenda & Objectives 	Espino
4:10	(5) Framing <ul style="list-style-type: none"> • Your experience is a guide • Take the bigger picture; impacts the entire ELA community • Making a shift as leaders to thinking about what will support all 9-12 ELA 	Espino
4:15	(5) Process Review <ul style="list-style-type: none"> • Last year, piloting this year • This adoption is for ELA classes, not intended for adoption for newcomer/ELD classes. • 1st conversation to synthesize information and start thinking about a decision • January 18, 2023 - deliberation and voting • February 2023 - Bring to the board • Share what potential supports & PD would look like for launching a rollout. 	Espino
4:20	(35) Data gathered so far:	Jeannie & Espino

	<p>Framing: Goal is to stay focused on what we see/notice in the data.</p> <ul style="list-style-type: none"> ● Present in slides: <ul style="list-style-type: none"> ○ Survey overview: <ul style="list-style-type: none"> ■ Teacher surveys - 20 responses <ul style="list-style-type: none"> ● 5 StudySync, 11 Fishtank, 4 Odell HSLP ● some piloting teachers responded for 2 curricula ■ Student surveys - 656 responses <ul style="list-style-type: none"> ● Castlemont, Oakland High, McClymonds, Life, Fremont, and Dewey represented ■ This is still an incomplete data set, though now we have a much better sample size than we shared in November. ○ Let's start with some quantitative feedback from students and teachers. ○ Student Average scores by program – Link to data slides ● In the Chat: What do you notice in this summary of quantitative data? <i>(Only speak to what you see and resist the urge to draw conclusions around the “why” behind the data).</i> <p>Qualitative Data: document of Themes and illustrative comments:</p> <ul style="list-style-type: none"> ● In the Chat: What do you notice in this summary of qualitative data? <i>(Only speak to what you see and resist the urge to draw conclusions around the “why” behind the data).</i> 	
4:55	<p>(10) Breakout groups: (Based on years of Experience) (Group A: 1-5yrs Teaching experience) (Group B: 5yrs + Teaching experience)</p> <ul style="list-style-type: none"> ● Process: Round robin share, record notes in a note-taker. ● How does this data confirm your experience? What's different or surprising? (Identify themes from the group conversation - select someone who will share out with the whole group). ● What comes up for you as you imagine how the different programs would impact: <ul style="list-style-type: none"> ○ Your work with pathways? ○ Your collaboration as a site ELA department? <p>(5) Whole group share out: call on each group to share a key idea.</p>	Lizzie
5:10	<p>Predictions:</p> <p>Prompts: What do we predict the impact would be on student learning & teacher practice? What evidence from the quantitative and qualitative data backs up this prediction?</p>	Espino and Lizzie

	<p>Process: (17 mins total)</p> <p>(5) Round robin share: Each person offers their brainstorm predictions for student learning and teacher practice.</p> <p>(8-10) Discussion: What are just predictions can we agree upon as a group? Which predictions do we feel are supported by evidence in the data? Which evidence?</p> <p>(2-4) Record on slide.</p>	
5:30	<p>Share your predictions (3 rounds, ~3 minutes per round to share predictions and supporting evidence)</p> <p>Private poll (3 mins):</p> <p>What would be your stance if you had to recommend one program right now? Where do you think your department would lean? How strong or flexible is your position?</p> <p>1-4 scale: Very flexible/could easily change my stance → Very convinced of my stance</p>	
5:45	<p>(10) Closing</p> <p>Next Meetings:</p> <ul style="list-style-type: none"> • Wednesday, January 18, 2023 - Deliberation (Final Round) In person. Location TBD. Time: 2PM - 5PM 	Espino

Final Deliberation

Wednesday, January 18, 2023

Time	What are we doing?	Who
2:30	<p>Welcome Connector/Community Builder</p> <p>Concentric Circles - Would you rather?</p>	Espino
2:40	<p>(5) Goals & Agenda : SLIDE DECK</p> <p>(10) Framing:</p> <ul style="list-style-type: none"> • Implementation & Accountability • How do we want to grow across the district? <ul style="list-style-type: none"> ○ Take the bigger picture; impacts the entire ELA community • Making a shift as leaders to thinking about what will support all 9-12 ELA 	<p>Lizzie & Espino</p> <p>Claire & Wes</p>
2:55	<p>Recap:</p> <ul style="list-style-type: none"> • Synthesis of 2021-22 committee feedback on pilot curricula <ul style="list-style-type: none"> ○ Initial rubric categories ○ 3 pilot programs & summary of findings ○ Updates on Fishtank 	Lizzie

	<ul style="list-style-type: none"> ■ Revisions in progress ■ Timeline/process for 11/12 <p>Quantitative data summary:</p> <ul style="list-style-type: none"> ● Quantitative Feedback Slide Deck <ul style="list-style-type: none"> ○ Programs were rated similarly by students, ○ Teachers preferred Fishtank and StudySync over Odell <p>Vote on Proposal #1: Eliminate Odell</p>	
3:15	<p>Revisit Qualitative Data:</p> <ul style="list-style-type: none"> ● Qualitative data from teachers and students shows important differences <ul style="list-style-type: none"> ○ Qualitative Themes <p>(5) Frame data (5) Instructions for Chalk Talk (20) Chalk Talk at different stations: Qualitative Themes</p> <p>Prompts for chalk talk:</p> <ul style="list-style-type: none"> ● What do you see that aligns with your vision for a quality/ strong ELA experience for students? ● Where do you see potential for teacher growth, collaboration either within your department or the larger HS ELA community? ● What questions or concerns come up for you? 	Espino
3:45	<p>Arguments Brainstorm:</p> <ul style="list-style-type: none"> ● Whole group: Brainstorm of arguments that could be made in favor of each program. Record on chart paper. 	Lizzie & Espino
3:55	BREAK	
4:00	<p>Happy hour processing:</p> <ul style="list-style-type: none"> ● With new colleagues: grab a drink and refreshment and gather with a group of people in a new part of the room to discuss what's coming up for you after reviewing the data and brainstorm. ● <i>Which of the programs do you think will create the stronger ELA experience for students? (Articulate why - what in the data backs this up?)</i> 	Espino
4:10	<p>Advocacy & Consensus Building:</p> <ul style="list-style-type: none"> ● Open the floor for arguments / stance about which program to recommend for OUSD. 	Lizzie
TBD	<p>Consensus Circle:</p> <ul style="list-style-type: none"> ● Deliberate using a consensus protocol 	Lizzie & Espino
5 min	<p>Closing:</p> <ul style="list-style-type: none"> ● Celebrate and say good evening 	

Appendix I - Piloting Classroom Student and Teacher Survey Questions

Piloting Classroom Student Survey Questions:

1. Which program are you rating? (Ask your teacher if you're not sure)
2. What grade are you in?
3. What school do you attend?
4. Overall, how would you rate this program? Would you recommend that OUSD use this program for all high school English classes? (Rate on a scale of 1-4)
5. What did you like the most about the program? (Open-ended response)
6. What did you like the least about the program? (Open-ended response)
7. How would you rate the curriculum in the following areas?
 - a. Did you feel like the lessons in this program helped you get better at doing challenging tasks (like reading challenging texts, having academic discussions, writing with evidence)? (Rate on a scale of 1-4)
 - b. Did you feel like the texts and materials were engaging and joyful to you as a human being? (Rate on a scale of 1-4)
 - c. Did you get regular opportunities to read, discuss with classmates, and write while your teacher was using this program? (Rate on a scale of 1-4)
8. Is there anything else you want to let us know about this program? (Open-ended response)

Piloting Classroom Teacher Survey Questions:

1. Which program are you rating?
2. Which grade level/course did you pilot?
3. Given your experience in the pilot, how interested would you be to continue using this curriculum? (Rate on a scale of 1-4)
4. Given your experience in the pilot, would you recommend this curriculum to be adopted as a baseline resource for all OUSD high schools? (Rate on a scale of 1-4)
5. What did you find to be the BEST features of this program? (Open-ended response)

6. What did you find were the most CHALLENGING features of this program? (Open-ended response)
7. If we were to adopt this program, what would we need to keep in mind during the implementation process? (Rate on a scale of 1-4)
8. How much did you find you needed to make changes and adaptations to the lessons and materials? What, if any, changes did you make? (Rate on a scale of 1-4)
9. How well did you feel the publisher's PD and other support (office hours, coaching, digital training resources) prepared you to use the program? (Rate on a scale of 1-4)
10. What additional training might have supported you? (Rate on a scale of 1-4)
11. How would you rate the curriculum you piloted in the following areas?
 - a. High Expectations with High Support:
 - i. To what extent did the program engage students with challenging texts and tasks? (Rate on a scale of 1-4)
 - ii. To what extent did the curriculum provide differentiated support for all students to be successful on challenging tasks? (Rate on a scale of 1-4)
 - iii. Anything you want to note about this curriculum related to High Expectations with High Support? (Open-ended response)
 - b. Culturally-Responsive and Asset-Based:
 - i. To what extent did this curriculum engage your students? (Rate on a scale of 1-4)
 - ii. To what extent did this curriculum help strengthen students' sense of identity, belonging, agency, and power? (Rate on a scale of 1-4)
 - iii. Anything you want to note about this curriculum related to Cultural Responsiveness and Asset-Based? (Open-ended response)
 - c. Skillful Language and Literacy Instruction:
 - i. To what extent did this curriculum include strong reading strategies to support English language & literacy development? (Rate on a scale of 1-4)
 - ii. To what extent did this curriculum engage students in text-based discussion and writing? (Rate on a scale of 1-4)
 - iii. Anything you want to note about this curriculum related to Skillful Language and Literacy Instruction? (Open-ended response)
 - d. Design, Usability, and Flexibility:
 - i. To what extent did this curriculum reflect strong essential questions and unit design (with a clear end task and lessons designed to support student success)? (Rate on a scale of 1-4)

- ii. To what extent did you find this curriculum easy to use? (Rate on a scale of 1-4)
- iii. To what extent do you think this curriculum would offer points of adaptability and flexibility (for example, for integrating pathway themes)? (Rate on a scale of 1-4)
- iv. Anything you want to note about this curriculum related to Design, Usability, and Flexibility? (Open-ended response)

Attachment B: High School ELA Budget Proposal for Instructional Materials

Oakland Unified School District

February 2023

Summary Table: Years 1-5, 2023-2028

Year	Summary of Materials to be Purchased	Costs
2023-24	Fishtank Plus Teacher Licenses (9th grade) Printed and bound teacher resources (9th grade) Full-length 9th grade texts 9th grade student readers 10th grade pilot materials	\$335,948.20
2024-25	Fishtank Plus Teacher Licenses (9th/10th grade) Printed and bound teacher resources (9th/10th grade) Full-length 10th grade texts 9th & 10th grade student readers 11th & 12th grade pilot materials	\$393,456.40
2025-26	Fishtank Plus Teacher Licenses (9th-12th grade) Printed and bound teacher resources (9th-12th) Full-length 11th & 12th grade texts 9th-12th grade student readers	\$725,412
2026-27	Fishtank Plus Teacher Licenses (9th-12th grade) Printed and bound teacher resources (9th-12th) Replace 9th grade full-length texts 9th-12th grade student readers	\$351,040
2027-28	Fishtank Plus Teacher Licenses (9th-12th grade)	\$509,440

	Printed and bound teacher resources (9th-12th) Replace 10th grade full-length texts 9th-12th grade student readers	
	TOTAL =	\$2,315,296.60

Budget Proposal for 2023-24

9th Grade Fishtank ELA Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Fishtank Plus Teacher Licenses (9th grade only)	15	(varies by school size)	\$15,500
Printed and bound copies of 9th grade teacher resources (includes 5 units/course per teacher)	420	\$14.60	\$6,132
Full-length texts for 9th grade	14,400	(varies by book)	\$205,460
Printed and bound unit readers for 9th grade short texts	14,400	\$5.50	\$79,200
SUB TOTAL			\$300,773
10th Grade Fishtank ELA - revised materials pilot			
Instructional Material	Quantity	Price per unit	Total Cost
Printed and bound copies of 10th grade pilot unit teacher resources	12	\$14.60	\$175.20
Printed and bound unit readers for 10th grade pilot unit short texts	2000	\$5.50	\$11,000
Full-length texts for 10th grade pilot unit	2000	\$12	\$24,000
SUB TOTAL			\$35,175.20
2023-24 TOTAL			\$335,948.20

Budget Proposal for 2024-25

9th & 10th Grade Fishtank ELA Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Fishtank Plus Teacher Licenses (9th/10th grade)	15	(varies by school size)	\$31,000

Printed and bound copies of 9th & 10th grade teacher resources (includes 5 units/course per teacher)	510	\$14.60	\$7,446
Full-length texts for 10th grade	14,400	(varies by book)	\$205,460
Printed and bound unit readers for 10th grade short texts	14,400	\$5.50	\$79,200
SUB TOTAL			\$323,106
11th & 12th Grade Fishtank ELA - revised materials pilot			
Instructional Material	Quantity	Price per unit	Total Cost
Printed and bound copies of 11th & 12th grade pilot unit teacher resources	24	\$14.60	\$350.40
Printed and bound unit readers for 11th & 12th grade pilot unit short texts	4000	\$5.50	\$22,000
Full-length texts for 11th & 12th grade pilot unit	4000	\$12	\$48,000
SUB TOTAL			\$70,350.40
2024-25 TOTAL			\$393,456.40

Budget Proposal for 2025-26

9th, 10th, & 11th Grade Fishtank ELA Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Fishtank Plus Teacher Licenses (9th-12th grade)	15	(varies by school size)	\$62,000
Printed and bound copies of 9th, 10th, 11th, & 12th grade teacher resources (includes 5 units/course per teacher)	1020	\$14.60	\$14,892
Full-length texts for 11th & 12th grade	28,800	(varies by book)	\$410,920
Printed and bound unit readers for 9th (replacements), 11th, & 12th grade short texts	43,200	\$5.50	\$237,600
SUB TOTAL			\$725,412
2025-26 TOTAL			\$725,412

Budget Proposal for 2026-27

9th, 10th, 11th, & 12th Grade Fishtank ELA Curriculum Implementation			
---	--	--	--

Instructional Material	Quantity	Price per unit	Total Cost
Fishtank Plus Teacher Licenses (9th-12th grade)	15	(varies by school size)	\$62,000
Printed and bound copies of 9th, 10th, 11th, and 12th grade teacher resources (includes 5 units/course per teacher)	300	\$14.60	\$4,380
Replace full-length texts for 9th grade	14,400	(varies by book)	\$205,460
Printed and bound unit readers for 10th grade short texts (replacements)	14,400	\$5.50	\$79,200
SUB TOTAL			\$351,040
2026-27 TOTAL			\$351,040

Budget Proposal for 2027-28

9th, 10th, 11th, & 12th Grade Fishtank ELA Curriculum Implementation			
Instructional Material	Quantity	Price per unit	Total Cost
Fishtank Plus Teacher Licenses (9th-12th grade)	15	(varies by school size)	\$62,000
Printed and bound copies of 9th, 10th, 11th, and 12th grade teacher resources (includes 5 units/course per teacher)	300	\$14.60	\$4,380
Replace full-length texts for 10th grade	14,400	(varies by book)	\$205,460
Printed and bound unit readers for 9th, 11th, and 12th grade short texts (replacements)	43,200	\$5.50	\$237,600
SUB TOTAL			\$509,440
2027-28 TOTAL			\$509,440

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

Oakland Unified School District

Feb 2023

Summary Table: Years 1-5, 2023-2028

Year	Summary of Professional Learning Offerings	Costs
2023-24	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative Monthly 2nd Wednesday Series September & January PD Days Spring 2024 10th Grade Materials Pilot	\$169,720
2024-25	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training	\$182,040

	Literacy Coaches Collaborative Monthly 2nd Wednesday Series September & January PD Days Spring 2025 11th & 12th Grade Materials Pilot	
2025-26	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative Monthly 2nd Wednesday Series September & January PD Days	\$142,400
2026-27	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative Monthly 2nd Wednesday Series September & January PD Days	\$142,400
2027-28	Fishtank Professional Learning and Train the Trainer Services Standards & Equity Institute Foundational Curriculum Training Literacy Coaches Collaborative Monthly 2nd Wednesday Series September & January PD Days	\$117,400
	TOTAL =	\$753,960

Budget Proposal for 2023-24

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
2023-24: (year-round access, timing may vary) Fishtank PL: Train the Trainer and additional professional learning	Fishtank will provide schools with access to a new online professional learning platform that will host our five Launch PL Sessions. These sessions can be used asynchronously by teachers or led by Oakland's coaching	Varies - see purpose	Cost of 1-year access to Fishtank PL: \$65,000	\$65,000

modules	<p>staff or a schools' instructional leaders.</p> <p>Fishtank's professional learning team will meet with and train a team of instructional leaders so they can facilitate professional learning with Oakland teachers using the online PL platform. Access to the platform is provided for the entire year so that PL can take place at any time.</p>			
June and July 2023: Fishtank Curriculum Trainings - Embedded in 9-12 ELA Standards and Equity Institutes	Prepare 9th grade teachers to implement Fishtank curriculum in 2023-24. Prepare grades 10-12 teachers with fundamental mindsets and practices that will support their implementation of Fishtank curriculum in future years.	100 teachers and literacy coaches	<p>*Teacher Stipends: \$38.50/hour x 24 hrs = \$924.00 per person</p> <p>Cost of PL facilitators: \$0</p> <p><i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i></p>	\$92,400
High School Literacy Coach Collaborative	Monthly collaborative to support teacher leaders from each site to coordinate and facilitate collaboration around the implementation of new curriculum.	10 coaches	\$0 (embedded in work day)	\$0
Professional Learning Days in September and January: Cross-site collaboration in course teams, facilitated by Secondary ELA Coordinator and Literacy Coaches	Analyze district assessment data and compare to site-level data. Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	140 ELA teachers and coaches	\$0	\$0
2023-24: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	100 ELA teachers and coaches	\$0	\$0

Spring 2024 10th Grade Pilot	Stipend a small group of 10th grade teachers to pilot newly-released 10th grade Fishtank ELA materials in advance of full implementation in 2024-25. Stipends reflect additional planning time and time to offer feedback.	10 10th grade ELA teachers	\$38.50/hour x 8 hrs/month x 4 months = \$1232	\$12,320
TOTAL				\$169,720

Budget Proposal for 2024-25

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
2024-25: (year-round access, timing may vary) Fishtank PL: Train the Trainer and additional professional learning modules	Fishtank will provide schools with access to a new online professional learning platform that will host our five Launch PL Sessions. These sessions can be used asynchronously by teachers or led by Oakland's coaching staff or a schools' instructional leaders. Fishtank's professional learning team will meet with and train a team of instructional leaders so they can facilitate professional learning with Oakland teachers using the online PL platform. Access to the platform is provided for the entire year so that PL can take place at any time.	Varies - see purpose	Cost of 1-year access to Fishtank PL: \$65,000	\$65,000
June and July 2024: Fishtank Curriculum Trainings - Embedded in 9-12 ELA Standards and Equity Institutes	Prepare 9th/10th grade teachers to implement Fishtank curriculum in 2024-25. Prepare grades 11-12 teachers with fundamental mindsets and practices that will support their implementation of Fishtank curriculum in future years.	100 teachers and literacy coaches	*Teacher Stipends: \$38.50/hour x 24 hrs = \$924.00 per person Cost of PL facilitators: \$0	\$92,400

			<i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	
High School Literacy Coach Collaborative	Monthly collaborative to support teacher leaders from each site to coordinate and facilitate collaboration around the implementation of new curriculum.	10 coaches	\$0 (embedded in work day)	\$0
Professional Learning Days in September and January: Cross-site collaboration in course teams, facilitated by Secondary ELA Coordinator and Literacy Coaches	Analyze district assessment data and compare to site-level data. Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	140 ELA teachers and coaches	\$0	\$0
2024-25: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	100 ELA teachers and coaches	\$0	\$0
Spring 2025 11th/12th Grade Pilot	Stipend a small group of 11th & 12th grade teachers to pilot newly-released 11th & 12th grade Fishtank ELA materials in advance of full implementation in 2024-25. Stipends reflect additional planning time and time to offer feedback.	20 11th & 12th grade ELA teachers	\$38.50/hour x 8 hrs/month x 4 months = \$1232	\$24,640
TOTAL				\$182,040

Budget Proposal for 2025-26

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
-----------------------	---------	----------	----------------	------------

<p>2025-26: (year-round access, timing may vary) Fishtank PL: Train the Trainer and additional professional learning modules</p>	<p>Fishtank will provide schools with access to a new online professional learning platform that will host our five Launch PL Sessions. These sessions can be used asynchronously by teachers or led by Oakland’s coaching staff or a schools’ instructional leaders.</p> <p>Fishtank’s professional learning team will meet with and train a team of instructional leaders so they can facilitate professional learning with Oakland teachers using the online PL platform. Access to the platform is provided for the entire year so that PL can take place at any time.</p>	<p>Varies - see purpose</p>	<p>Cost of 1-year access to Fishtank PL: \$50,000</p>	<p>\$50,000</p>
<p>June and July 2025: Fishtank Curriculum Trainings - Embedded in 9-12 ELA Standards and Equity Institutes</p>	<p>Prepare 9th-11th grade teachers to implement Fishtank curriculum in 2025-26. Prepare grade 12 teachers with fundamental mindsets and practices that will support their implementation of Fishtank curriculum in future years.</p>	<p>100 teachers and literacy coaches</p>	<p>*Teacher Stipends: \$38.50/hour x 24 hrs = \$924.00 per person</p> <p>Cost of PL facilitators: \$0</p> <p><i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i></p>	<p>\$92,400</p>
<p>High School Literacy Coach Collaborative</p>	<p>Monthly collaborative to support teacher leaders from each site to coordinate and facilitate collaboration around the implementation of new curriculum.</p>	<p>10 coaches</p>	<p>\$0? Embedded in work day?</p>	<p>\$0</p>
<p>Professional Learning Days in September and January: Cross-site collaboration in course teams, facilitated by</p>	<p>Analyze district assessment data and compare to site-level data. Backwards plan units and lessons. Engage in shared learning around instructional routines to foster</p>	<p>140 ELA teachers and coaches</p>	<p>\$0</p>	<p>\$0</p>

Secondary ELA Coordinator and Literacy Coaches	student discourse and equitable participation.			
2025-26: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	100 ELA teachers and coaches	\$0	\$0
TOTAL				\$142,400

Budget Proposal for 2026-27

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
2026-27: (year-round access, timing may vary) Fishtank PL: Train the Trainer and additional professional learning modules	Fishtank will provide schools with access to a new online professional learning platform that will host our five Launch PL Sessions. These sessions can be used asynchronously by teachers or led by Oakland's coaching staff or a schools' instructional leaders. Fishtank's professional learning team will meet with and train a team of instructional leaders so they can facilitate professional learning with Oakland teachers using the online PL platform. Access to the platform is provided for the entire year so that PL can take place at any time.	Varies - see purpose	Cost of 1-year access to Fishtank PL: \$50,000	\$50,000
June and July 2026: Fishtank Curriculum Trainings - Embedded in 9-12 ELA Standards and Equity Institutes	Prepare 9th grade teachers to implement Fishtank curriculum in 2023-24. Prepare grades 10-12 teachers with fundamental mindsets and practices that will support their implementation of Fishtank curriculum in future years.	100 teachers and literacy coaches	*Teacher Stipends: \$38.50/hour x 24 hrs = \$924.00 per person Cost of PL facilitators: \$0	\$92,400

			<i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	
High School Literacy Coach Collaborative	Monthly collaborative to support teacher leaders from each site to coordinate and facilitate collaboration around the implementation of new curriculum.	10 coaches	\$0? Embedded in work day?	\$0
Professional Learning Days in September and January: Cross-site collaboration in course teams, facilitated by Secondary ELA Coordinator and Literacy Coaches	Analyze district assessment data and compare to site-level data. Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	140 ELA teachers and coaches	\$0	\$0
2023-24: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	100 ELA teachers and coaches	\$0	\$0
TOTAL				\$142,400

Budget Proposal for 2027-28

Professional Learning	Purpose	Quantity	Price per unit	Total Cost
2027-28: (year-round access, timing may vary) Fishtank PL: Train the Trainer and additional professional learning modules	Fishtank will provide schools with access to a new online professional learning platform that will host our five Launch PL Sessions. These sessions can be used asynchronously by teachers or led by Oakland's coaching staff or a schools' instructional leaders.	Varies - see purpose	Cost of 1-year access to Fishtank PL: \$25,000	\$25,000

	Fishtank’s professional learning team will meet with and train a team of instructional leaders so they can facilitate professional learning with Oakland teachers using the online PL platform. Access to the platform is provided for the entire year so that PL can take place at any time.			
June and July 2027: Fishtank Curriculum Trainings - Embedded in 9-12 ELA Standards and Equity Institutes	Prepare 9th-12th grade teachers to implement Fishtank curriculum in 2027-28.	100 teachers and literacy coaches	*Teacher Stipends: \$38.50/hour x 24 hrs = \$924.00 per person Cost of PL facilitators: \$0 <i>*These costs are already reflected in annual planning for summer Standards and Equity institutes.</i>	\$92,400
High School Literacy Coach Collaborative	Monthly collaborative to support teacher leaders from each site to coordinate and facilitate collaboration around the implementation of new curriculum.	10 coaches	\$0? Embedded in work day?	\$0
Professional Learning Days in September and January: Cross-site collaboration in course teams, facilitated by Secondary ELA Coordinator and Literacy Coaches	Analyze district assessment data and compare to site-level data. Backwards plan units and lessons. Engage in shared learning around instructional routines to foster student discourse and equitable participation.	140 ELA teachers and coaches	\$0	\$0
2027-28: Monthly 2nd Weds Sessions	Best practices that support curriculum implementation.	100 ELA teachers and coaches	\$0	\$0
TOTAL				\$117,400

OUSD Language and Literacy Framework (Tier 1, High School) [[1-pager version](#)]

Literacy is the foundation for student success in college, career, and community. Considering the long-standing inequities in access to literacy within our system, it must be our collective call as Oakland educators to guarantee the basic right to literacy for every student - especially those we have historically failed to serve, such as Black students, English Language Learners, and students with IEPs. To make that vision a reality, we must operate from a shared understanding of high quality literacy instruction. This framework provides such a definition, focusing on Tier 1 instruction across high school content areas. It was drafted by the High School Literacy Equity Collaborative (HSLEC), a [cross-stakeholder group](#), drawing on both research and direct community input. This high school-specific framework builds on literacy guidance for earlier grades, such as the vision outlined in the [TK-5 Language and literacy Framework](#).

Table of Contents

[At the Center/Our Why: Empowered Students](#)

[Three Components of Equitable Literacy Instruction](#)

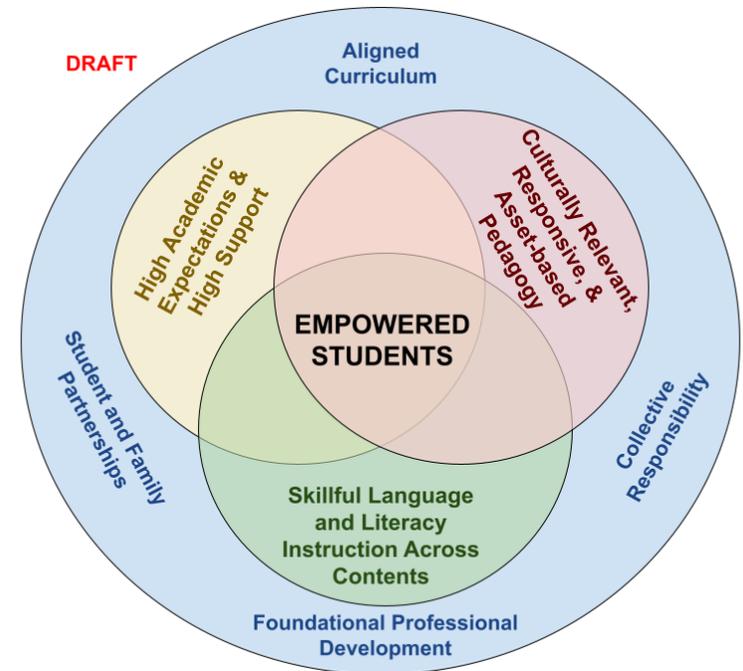
[High Academic Expectations with High Support](#)

[Culturally Relevant, Responsive, and Asset-Based Pedagogy](#)

[Skillful Language and Literacy Instruction](#)

[Essential Conditions](#)

[Research Citations and Additional Resources](#)



At the Center/Our Why: Empowered Students

“The basic question in school is how to not separate reading the word and reading the world” (Paolo Freire)

Literacy does not merely refer to the technical skills we need in order to read college-level texts or produce academic writing. Rather, literacy refers both to our technical skills and to our ability to connect what we are reading, speaking, or writing about to our own experiences and to our understanding of the world around us. Reading, writing, discussing, listening, and story-telling are deeply human acts that help us make meaning and make change.

Building on the [OUSD Graduate Profile](#), we envision each student graduating from OUSD:

- Grounded in their own story
- As a joyful reader
- Equipped with college- and career-ready reading, writing, listening, and speaking skills
- Critically literate, and ready to create change in the world and in their communities

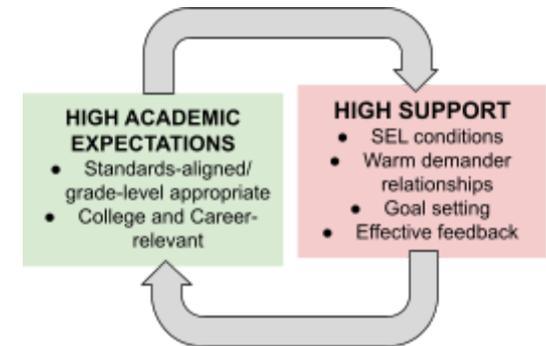
Three Components of Equitable Literacy Instruction



High Academic Expectations with High Support

"... literacy was not a single skill to master; instead, it was the means to navigate their lives." (Gholnecsar E. Muhammed)

Students have big dreams for their lives beyond high school. But in order to gain access to the college, career, and community opportunities that put students on the path towards their dreams, students need practice and support with the types of language and literacy tasks they will experience beyond high school. In fact, the tasks that students do every day are the best predictors of the knowledge, skills, and dispositions they will develop over time. The [Common Core State Standards for Literacy](#) were backwards-mapped from college and career-level texts and tasks, so, aligning daily tasks to Common Core Standards is one of the most powerful shifts teachers can make in service of students' access to college and career. Pathway student learning outcomes, the [OUSD Graduate Profile](#), and the Graduate Capstone task are other valuable tools for aligning instruction to high expectations.



Four Key Resources for College- and Career-Ready Students:

- Consistent opportunities to work on grade-appropriate assignments
- Strong instruction that lets students do most of the thinking in the lesson
- A sense of deep engagement in what they're learning
- Highly qualified teachers who hold high expectations for students and truly believe they can meet grade-level standards

Research has found that high expectations from teachers and access to grade level assignments have a huge impact on student growth, particularly for students who enter the school year "behind" according to standardized measures (Opportunity Myth, figure to left). Racism and white supremacy in our school system make it less likely that students who are African American, English Learners, from low income families (among other groups) get access to these critical resources, so as educators - especially those of us who do not share cultural identities with our students - we have to consciously cultivate high expectations and supportive conditions in order to interrupt inequities.

Those conditions include both social emotional and academic supports:

- Opportunities for students to explore the multiple facets of their own identities as well as the identities of others; and to approach texts with a lens of power, oppression, and privilege ([Muhammed](#)).
- Strong relationships and SEL conditions with teachers and among students, so that students are in the state of "relaxed alertness" that is most conducive to learning. "[Warm demander](#)" teachers serve as students' allies, communicating care and belief in a students' abilities, while challenging them to grow academically (Hammond). (See more in the "Culturally Relevant, Responsive, and Asset-Based Pedagogy" section.)
- Differentiated support and scaffolding for students designed to offer them access to grade-level texts and tasks. This differentiated support would include accommodations/modifications based on students' IEPs (See more under "Culturally Relevant, Responsive, and Asset-Based Pedagogy" - Universal Design for Learning), integrated English Language Development, and support for foundational literacy skills as needed (See more under "Skillful Language and Literacy Instruction").

Mastery Based Grading offers a powerful framework for communicating high expectations and supporting student learning. OUSD defines [three core elements of mastery based grading](#), which overlap with the above guidance and examples below:

1. Identify learning goals that are relevant to their specific students and that prepare students for postsecondary life
2. Make these goals transparent to students from the start along with criteria for success (e.g. rubrics, checklists, etc.) and give grades that communicate progress towards these goals
3. Give students multiple opportunities to practice, receive feedback, and demonstrate mastery as well as multiple formats for demonstrating mastery

Example Practices for High Academic Expectations with High Support	Supporting Videos
<ul style="list-style-type: none"> ● Set high expectations <ul style="list-style-type: none"> ○ Make a “College/Career-Ready Revision” to an upcoming lesson ○ Practices for Mastery-Based Grading College- and Career-Ready Revision (Lesson, Task, Prompt, Text) ○ Develop student-friendly criteria for an upcoming assignment (See slide 4 - blue = teacher rubric, orange = student-friendly version) and share with students to establish criteria for success. ○ Analyze model student work with students: identify what specifically makes it strong and how they can incorporate those elements in their own work. ○ Map out how an upcoming lesson addresses Gholdy Muhammad’s four-layered model for culturally and historically responsive literacy. ○ Use a tool like this matrix, which combines Bloom’s Taxonomy with Webb’s Depth of Knowledge, or these visuals representing DOK in the core contents, to reflect on the depth of thinking you’re asking of students in a given lesson or task ○ Engage in a Future Vision exercise about a focal student (Asset-Based Strategy Cards, p. 14) ● Be a warm demander/build learning partnerships <ul style="list-style-type: none"> ○ Establish trust and rapport, track interactions ○ Set goals with students ○ Give wise feedback ○ Reflect and act on feedback from students ○ Build developmental relationships (& see this distance learning version) ● SEL 3 signature practices ● ELLMA Essential Practices - See #1 Rigor and Access 	<p>Click the image below to hear Karega and Jonathan speaking to how teachers can create a classroom environment that allows all students to meet high expectations:</p> <div data-bbox="1444 716 1841 995" data-label="Image"> </div>

Culturally Relevant, Responsive, and Asset-Based Pedagogy

Culturally Relevant, Responsive, & Asset-Based Pedagogy

[Culturally Relevant Pedagogy] “is an approach that empowers students intellectually, socially, emotionally, and politically by using cultural referents to impact knowledge, skills, and attitude.” - Gloria Ladson Billings

Our approaches to literacy instruction over the last 10 years have resulted in inequitable outcomes, impacting African American students, particularly African American boys, the hardest. Other student groups, including Indigenous, Middle Eastern, and Pacific Islander students, as well as English Learners and students with IEPs, are also not served equitably by our current practices.

In order to address the systemic disparities historically evident in language and literacy instruction for our students, culturally relevant and responsive pedagogy is critical. These approaches, along with [Universal Design for Learning](#), sit under the broader umbrella of **Asset-Based Pedagogy** - that is, practices rooted in the belief that students bring rich knowledge, skills, and language into the classroom, and that teaching is most effective when educators recognize and build off of these assets, as opposed to viewing students as deficient (this belief is termed a “deficit mindset” or “deficit thinking paradigm”).

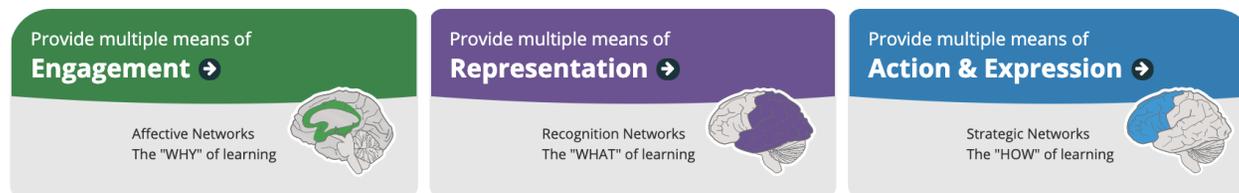
We offer the following definitions of **Culturally Relevant Pedagogy** and **Culturally Responsive Teaching**:

- Culturally Relevant Pedagogy (Ladson-Billings) affirms student choices, acknowledges the social-political context, and creates opportunities for students to critique literature to activate critical thinking and social awareness.
- Culturally Responsive Teaching utilizes students’ cultural knowledge and ways of being in the world to support learning. Teachers recognize students’ “cultural wealth” ([Yosso](#)), and empower students to take ownership of their journey with language and literacy.
- Zaretta Hammond’s [“Ready for Rigor” framework](#) for culturally responsive teaching emphasizes the importance of teachers’ building cultural awareness, learning partnerships, practices that allow for student information processing, and a strong community of learners/learning environment (see resources below).



Synthesis: Principles of Culturally Relevant Pedagogy
(White, Cooper, & Mackey)

[Universal Design for Learning](#) leverages students’ assets by offering multiple means of engagement, representation, and action/expression.



OUSD offers the following Equity Learning Questions and Guidelines as tools for educators:

Equity Learning Questions

<p>How can we build Empowering Narratives off/for our students?</p>	<p>How do we identify and counter deficit thinking with Asset-Based Practices?</p>
<p>How can we integrate students' Linguistic and Cultural Assets into instruction?</p>	<p>What does Self-Work look like for me/my team?</p>

1. **Empowering Narratives.** Be aware of and provide [sociopolitical context](#) that goes against the status quo. Help students understand the systems working around them and support the exploration of ways to dismantle historically oppressive systems.
2. **Asset-Based Practices.** Focus on [student strengths](#) with instruction that promotes growth mindset.
3. **Integrating Linguistic and Cultural Assets.** Value students' [multiple and dynamic cultural literacies](#). Encourage use of [home languages and dialects](#) while supporting academic English language development.
4. **Self-Work.** Conduct a self-audit. Take some time to ask yourself hard questions and reflect on past and current practices. Identify those places in your instructional planning where you might have allowed your [implicit biases](#) to prevent you from pushing your students to achieve at optimal levels.

Example Practices for Culturally Relevant and Responsive Pedagogy	Other Supporting Videos and Resources
<ul style="list-style-type: none"> ● Build relationships. Get to know your students beyond the classroom. Make space for students to bring their “whole self” into pedagogy that includes but does not define them by ethnic background and culture. ● Select “enabling texts” (Tatum). The strategic selection of authentic texts that are reflective of students’ experiences and related to local issues, especially those texts that present empowering narratives using cultural relevancy rubrics as a guide. ● Integrate student choice into instruction. ● Create Culturally Responsive Classrooms by aligning classroom practices with students’ cultural values, beliefs and practices. ● Use a lesson planning template like Zaretta Hammond’s 4-part CRT lesson model and other equity-based planning tools. ● OUSD Asset-Based Strategy Cards <ul style="list-style-type: none"> ○ Questioning tips p. 6 ○ Leveraging home language p. 10 ○ Empowering storytelling/Narrative re-design p. 16 ● Refer to the interactive Universal Design for Learning guidelines chart, UDL slide deck, and UDL toolkit for differentiated teaching practices. ● ELLMA Essential Practices - See #4 Asset-Based Approach and #5 Whole Child ● 5 Strategies for Activating and Building Schema with ELLs 	<p>Materials for teacher comprehension, practice, and reflection.</p> <ul style="list-style-type: none"> ● Culturally Relevant Teaching vs. Culturally Responsive Teaching - Rosalba Serrano ● Successful Teachers of African American Children - Gloria Ladson-Billings ● “Employing culturally responsive pedagogy to foster literacy learning in schools.” - Janet Wearmouth ● Resources About “Culturally Responsive Teaching” & “Culturally Sustaining Pedagogy - Ed Week ● Why English Class is Silencing Students of Color - Jamila Lyiscott <div style="background-color: #f1c40f; padding: 10px; text-align: center; margin-top: 10px;"> <p>“ Culturally responsive teaching is not a quick fix, nor is it a simple strategy to add into your lessons. ”</p> <p><small>- Barbara Lellani Brazil Keys in Education Week Teacher</small></p> </div>

Skillful Language and Literacy Instruction



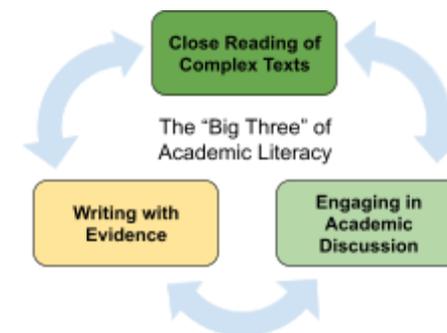
“Amplify, don’t simplify!” ([Walqui and Bunch](#))

Students grow their language and literacy skills through practice. Skillful teachers embrace, rather than shy away from, opportunities for students to stretch their skills and engage with challenging texts, concepts, and tasks. These opportunities are the means, rather than the ends, of language and literacy development, and all students can engage in “reading for diverse purposes, constructing arguments using evidence, and solving problems” regardless of their English proficiency. Teachers offer scaffolds as needed to support students with these challenging tasks, and remove those scaffolds as students gain independence.

Three ways that teachers of every discipline can support student language and literacy development are:

1. Offer daily opportunities for students to engage in the “**Big Three**” of Academic Literacy:

- a. **Close reading of complex texts:** “Close Reading positions students to be critical consumers of complex texts, genres, and structures” through multiple reads, close examination of shorter passages, and intentional prompting ([ELA & History Handbook](#)).
- b. **Academic discussion:** Talking with others is an essential step in helping us make meaning of a text, prompt, or topic. Students should have daily opportunities for discussion. Discussion is especially supportive of literacy development when student talk is grounded in a text, and/or when students are discussing in preparation for writing.
- c. **Writing with evidence:** “Researchers note that the task ‘most associated with college-level work’ across the disciplines is ‘reading-to-write’” ([Reading as Liberation](#)). Writing that is grounded in text supports students to deepen their understanding of what they’ve read. Furthermore, developing evidence-based arguments is critical for civic engagement.



Amplify Instruction for ALL students, especially ELLs

Simplify → Amplify

Reduction → Elaboration

Surface Learning → Deeper Learning

Fixed, Reduced → Extension, Expansion

Multilingual and multicultural expertise needed for our globalized world

2. **Amplify (rather than simplify) the language of texts and tasks (Integrated ELD):**

- a. Build your own language awareness by **analyzing the language demands** of texts and tasks
- b. **Before Reading:** Activate students’ prior language and conceptual knowledge, build new language and conceptual knowledge
- c. **During Reading:** Support students to read and discuss a text with a focus on language and content/conceptual understanding
- d. **After Reading:** Support students to express their language and content/conceptual understanding, and to use new language tools orally and in writing

3. Use **text sets to support background knowledge and vocabulary**

When students study complex, unfamiliar topics in their classes, a lack of background knowledge can be a key barrier to reading comprehension - even more so than gaps in a student’s reading skills (Recht and Leslie). Though it may seem counter-intuitive, providing students with *more texts* on the same topic or theme helps them build the background knowledge and vocabulary they need in order to comprehend complex texts. Teachers can:

- Plan units so students get access to a series of texts (including multimedia sources) related to the same topic, theme, or essential question
- Scaffold towards a particularly complex text by engaging students first with more accessible texts. If students are engaging in inquiry or research, guide them to more accessible resources first, so they can better understand more complex sources later (see also “Before Reading” strategies).

“Reading a volume of texts on conceptually related topics is one of the most efficient ways to grow students’ knowledge and accelerate literacy outcomes.”
(Reading as Liberation Report)

What if some of my students aren’t comprehending what they read?

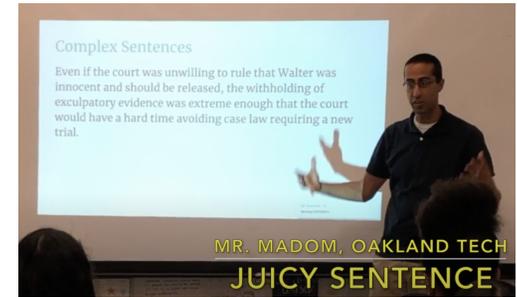
You’ve tried the strategies above. Now what?

- Practice close reading of complex texts together as a class. Mix texts that are mirrors to student experiences with texts that provide windows into new topics and cultures. Get all students talking to one another about the shared text. Differentiate by picking smaller chunks of the text to look at closely with students that are struggling.
- Focus those students’ attention on *connectives* - words that signal how ideas within a sentence, or across sentences, are related - such as *while, earlier, additionally, but, etc.*
- Teach root words and affixes to support those students with comprehending multi-syllable words.
- Help those students build fluency through choral reading, repeated readings of the same text, by providing audio recordings along with written text, and by coaching students to read passages aloud with expression.

The approaches outlined above are essential for supporting the academic language development of our English Language Learners and Academic Language Learners (including those African American students who speak [African American Vernacular English/AAVE](#)) and students who are “behind” or have been denied access to challenging instruction, but they benefit *all* students. This section emphasizes *academic English language development* - not because academic English is inherently superior to any other language or dialect, but because the reality of our current educational system, employment system, and culture is such that knowledge of academic English grants greater access to opportunity and power. These practices are intended to be combined with the asset-based and culturally relevant and responsive pedagogy outlined in the previous section. Furthermore, given the high cognitive demands of the practices outlined, it’s especially important to draw on strong learning partnerships, SEL conditions, and knowledge of cognitive information processing when designing instruction.

Example Practices for Skillful Language and Literacy Instruction	Supporting Videos
<ul style="list-style-type: none"> ● ELA and History Handbook - Practices to support the Big Three <ul style="list-style-type: none"> ○ Close reading of Complex Text example: Text-dependent questions (TDQs) (handbook p. 29-30) ○ Academic Discussion example: Think-Pair-Share (handbook p. 13), developing a worthy prompt ○ Writing with Evidence example: Claim-Evidence-Reasoning paragraphs (handbook p. 38) ● Analyze the language demands of a text or task 	<p>Click the image below to see Heath Madom, CTE teacher in Oakland Tech’s Race, Policy, and Law Academy, supporting language and literacy in his classroom using the “Juicy Sentence” strategy with an excerpt from Just Mercy by Bryan Stevenson:</p>

- [Lesson Design Framework](#) - Before, During, and After practices that amplify language
 - Before example: [Wide angle reading](#)
 - During example: [Reading with a purpose](#)
 - After examples: [Stronger and Clearer](#), [Sentence expanding](#)
- Text sets on a theme or topic: see this general [tip sheet](#), this [collection](#) of examples, and this guidance specifically for [multimodal STEM text sets](#), all from Achieve the Core
- Explicitly teach [word roots and affixes](#) to expand students' vocabulary
- [IM Math Language Routines](#)



Essential Conditions



In order to realize the vision for student learning and teaching described above, we must align mindsets, resources, and support across our system.

1. **Collective responsibility:** From our central office, to our classrooms, to our families, we must embrace our collective responsibility for supporting students' language and literacy development.
2. **Student and family partnerships:** Building on the above, those of us who work for the district must build strong partnerships with our students and families, grounded in mutual trust and respect, with the shared goal of supporting student learning. This means ensuring that families have access to information about student progress toward academic goals as well as information about what they should expect from classroom instruction and district support.
3. **Foundational and sustaining professional development:** Secondary teachers often enter the classroom without extensive training in supporting student literacy. If we expect all teachers to implement the practices described above, we must support them with foundational and ongoing training that is high quality, differentiated, and whenever possible, led by their peers.
4. **Aligned curriculum:** Similarly, as we adopt new curriculum materials for ELA and other subject areas, we must consider both rigor (alignment with the demands of college and career as well as student aspirations for their future; resources for supporting language development) and relevance (alignment with the identities, cultures, experiences, and interests of our students), and assess how well various curriculum options align with the practices described above.

See the [Implementation Toolkit](#) for resources to use to introduce this framework to your school site.

HSLEC Beliefs and Values

- Literacy is a fundamental right, and all students are capable of developing college- and career-ready literacy skills if given access, tools, and support.
- Students' identities, experiences, languages and cultures are assets. For all students to succeed, we must be intentional in selecting content and practices that affirm our students.
- Strong literacy instruction empowers our scholars to better understand themselves and articulate their own stories, to critically read the world and create change, and to experience joy.
- Multiple forms of literacy, informed by our students' multiple cultures, are valuable.
- Our relationships with students and families must be built on a foundation of trust and authentic listening.
- All educators should be trained in strategies that support literacy for all students.

Research Citations and Additional Resources

1. [Reading the World and Reading the Word: An Interview with Paulo Freire](#) Author(s): Paulo Freire Source: Language Arts, Vol. 62, No. 1, Making Meaning, Learning Language (January 1985), pp. 15-21

On High Academic Expectations with High Support

2. [A Plea for Identity and Criticality: Reframing Literacy Learning Standards Through a Four-Layered Equity Model](#) (2018, Muhammad). Suggested excerpts - full article, p. 137-142 (Summarizes key ideas in the book *Cultivating Genius*)
3. [California Common Core State Standards for Literacy](#)
4. [The Opportunity Myth](#) (2018, The New Teacher Project). Suggested excerpts - "Introduction" p. 4-5, 23-34 (full pages), Graphics p. 25, Graphics p. 27
5. [Culturally Responsive Teaching and the Brain, Ch 6](#) (2014, Hammond). Suggested excerpts - "Becoming a Warm Demander" p. 97-98, Diagram p. 99, "Making Feedback Culturally Responsive: Giving 'Wise' Feedback" 104-top 106

On Culturally Relevant and Asset-Based Instruction

6. Ladson-Billings, G. (1994). *The dreamkeepers*. San Francisco: Jossey-Bass Publishing Co.
7. [Whose culture has capital? A critical race theory discussion of community cultural wealth](#), Tara Yosso, Race Ethnicity and Education, Volume 8, 2005 - Issue 1
8. White, Cooper, & Mackey (2014). [Culturally Relevant Education and Critical Pedagogy: Devolution of Hierarchies of Power](#). Revista Internacional de Educación para la Justicia Social (RIEJS), 3(2), 123-140.
9. [Promising Literacy Practices for Black Males](#) (2020, Husband and Kang). Suggested excerpts - Abstract p. 1, "Recommendations for Practice" p. 17-20
10. *A Practical Reader in Universal Design for Learning* (2006, Rose), Ch 1: [Applying Universal Design for Learning in the Classroom](#). Suggested excerpts - p. 2-6 (Start at "The UDL Approach" and stop at "Instruction that supports...")
11. [UDL Guidelines chart](#)
12. [Amplifying the Curriculum: Designing Quality Learning Opportunities for English Learners](#), Ch 1 (2019, Walqui and Bunch). Suggested excerpts - "Challenges and opportunities for English Learners" p. 13-14
13. OUSD [Equity Literacy Practices slides](#)
14. [Engaging African American Males in Reading \(Reprint\)](#) by Alfred Tatum, The Journal of Education, 2015, Vol. 195, No. 2 (2015), pp. 1-4
15. OUSD [Asset-based practices cards](#)

On Skillful Language and Literacy Instruction

16. [Amplifying the Curriculum: Designing Quality Learning Opportunities for English Learners](#), Ch 1 (2019, Walqui and Bunch). Suggested excerpts - p. 1-2 (stop at "The Plan for the Book"), "Quality Learning in the Classroom" p. 8-top 10
17. [ELA and History Handbook](#) 'Instruction: The Big Three and Integrated ELD" p. 11, "Academic Discussion" p. 12 (option to skim 13-27), "Close Reading of Complex Text" p. 28-30 (option to skim 31-36), "Evidence-Based Writing" p. 37 (option to skim 38-44)
18. [Reading as Liberation--An Examination of the Research Base: How Equity, Acceleration, and Personalization Improve Student Learning](#) (2021, Student Achievement Partners)
19. "Effect of Prior Knowledge on Good and Poor Readers' Memory of Text" (1988) Recht and Leslie, Journal of Educational Psychology 80(1):16-20
20. OUSD ELLMA's [Lesson Design Framework](#) (based on Walqui and Bunch and other research)

Board Office Use: Legislative File Info.	
File ID Number	23-0198
Introduction Date	2/22/23
Enactment Number	23-0284
Enactment Date	2/22/2023 os

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2223-0012**

**SELECTION AND PURCHASE OF INSTRUCTIONAL
MATERIALS: High School English Language Arts (ELA)**

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

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

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

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

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

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

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

- *Fishtank Plus ELA*

NOW , THEREFORE, BE IT RESOLVED that the Board of Education hereby finds that Fishtank Plus ELA 9-12 instructional materials meet the standards for adoption and hereby selects Fishtank Plus ELA for use in District schools.

BE IT FURTHER RESOLVED, an agreement between the District and Fishtank Plus ELA for instructional materials, professional learning offer, and other related services and supplies shall be brought to Board for consideration on consent and the cost of such agreement, in total, shall not exceed \$3,069,256.60, for the period June, 2023 to July, 2028.

Passed by the following vote:

AYE: VanCedric Williams, Valerie Bachelor, Clifford Thompson, Benjamin “Sam” Davis , Vice President Clifford Thompson, President Mike Hutchinson

NOE: None

ABSTENTION: None

RECUSE: None

ABSENT: Student Director Gallegos Chavez, Student Director Linh Le

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 February 22, 2023.

File ID: 23-0198
Enactment Date: 2/22/2023
Enactment No.: 23-0284
By: os

OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education